

ARTICLE 1

BINDING CONTRACT

- A. Once you agree to these terms, you enter into an agreement with Drivisa (the “Agreement”). By clicking “Yes, I agree” you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, and that you agree to be bound by the terms and conditions of this Agreement with Drivisa.
- B. The Agreement consists of (i) any Addenda to these terms, (ii) these terms, (iii) the Privacy Policy, and (iv) the Terms and Conditions. In the event of a conflict or inconsistency between these listed documents, the conflict or inconsistency will be resolved by giving precedence to the document that is earlier in the list, but only to the extent necessary to resolve the conflict or inconsistency.
- C. Capitalized terms in this Agreement have the definitions assigned to them in section 16 [Definitions].

ARTICLE 2

HOW LONG THE AGREEMENT LASTS

- A. This Agreement starts at the date and time that you accept these terms, and will continue until terminated in accordance with section 13 [Termination].

ARTICLE 3

RELATIONSHIP BETWEEN THE PARTIES

- A. Under this Agreement, you are an independent contractor. You acknowledge that you are and remain at all times an independent contractor.
- B. Drivisa will not direct or control you generally or in your performance of Services, including your acts or omissions, or your operation and maintenance of your Transportation Method, except as expressly set out in this Agreement.
- C. There is no obligation of exclusivity under this Agreement. That means:
 - i. you retain the right to use other software applications that connect you with on-demand work and/or to engage in any other occupation or business at any time, including while using the Drivisa App or while providing Services, and
 - ii. you are under no obligation to use the Drivisa App or provide Services.
- D. Drivisa enters into separate agreements with Students to provide Classes. Under this Agreement you agree to provide Services to Drivisa which Drivisa resells to Students.
- E. As an independent contractor, you control your schedule. That means you:
 - i. are not required to accept any Requests or provide any Services,
 - ii. can go online or offline in the Drivisa App at your convenience and are not required to be online for any period or amount of time on a daily, weekly, or monthly basis,
 - iii. can accept or refuse any Request for any reason whatsoever, and

- iv. can log in to the Drivisa App and accept Requests while anywhere within the geography of the Drivisa service area.
- F. As an independent contractor, you control how you provide Services. This means you:
- i. choose how to obtain and maintain your preferred Transportation Method,
 - ii. can use your preferred navigation application and can take any reasonable route you desire, and
 - iii. are not required to wear any uniform, but have to display the Drivisa Sign.
- G. As an independent contractor, you are not an employee. Under Applicable Law, an independent contractor in Canada:
- i. is not guaranteed a statutory hourly minimum wage or overtime pay, and there is no guarantee that there will be Requests when you are online in the Drivisa App, and
 - ii. is not guaranteed statutory vacation pay, holiday pay, or other payments that are typically associated with an employer-employee relationship.
- H. This Agreement does not create a relationship of legal partnership, agency, joint venture, or employment. This Agreement does not give you the authority to bind Drivisa, or to hold yourself out as a legal partner, agent, joint venturer, employee, or authorised representative of Drivisa. You will not make any statement or misrepresentation that you are in a relationship of agency, joint venture, legal partnership, or employment with Drivisa. Drivisa will not be bound by any agreement, guarantee, or representation that you make to any person, or by any action or inaction made by you. You acknowledge that you make the choice to enter into this Agreement willingly and free of coercion.

ARTICLE 4

YOUR USE OF THE DRIVISA APP

A. Licence

During the term of this Agreement, Drivisa grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable licence to install and use the Drivisa App for no fee, for the purposes of receiving and responding to Requests and accessing services associated with your Services.

B. Provision of Services

- i. You can go online in the Drivisa App if, when, where, and for however long, you choose.
- ii. You may be sent Requests for the different options that you are signed up for. If you are sent a Request you will be provided with information about the Request to allow you to decide whether to accept and provide the Services.
- iii. You can accept or reject Requests at your discretion.

iv. It is your responsibility (and not Drivisa's) to:

1. determine an effective, efficient, and safe manner to provide Services, including a reasonable route to be taken to fulfil Requests,
2. provide all necessary equipment, tools, and other materials necessary to provide Services, at your own cost,
3. obtain, operate, and maintain your Transportation Method,
4. pick up Students from relevant locations to fulfil Requests, and
5. communicate with Students as appropriate regarding logistics or instructions about your Services.

C. You acknowledge that:

- i. Drivisa is not responsible or liable for acts or omissions of any Student in relation to you, your Services, or your Transportation Method,
- ii. you are responsible for taking reasonable precautions to protect yourself and third parties in relation to the acts or omissions of Students, or other third parties,
- iii. you are responsible for liabilities to Students or other third parties that directly arise from your acts or omissions or your Transportation Method, and
- iv. you carry out your own trade and business when providing Services using the Drivisa App.

D. If a user of the Drivisa Platform breaches the guidelines set out in the Drivisa Platform, you can report the breach to Drivisa, and Drivisa may investigate and take appropriate action which may include removing the reported party's access to the Drivisa Platform.

- i. While there are generally no consequences for rejecting or cancelling Requests, you will not receive a Fee for Requests that you reject or cancel. Your status tier may be impacted by your rates of accepting or cancelling Requests. Repeat cancellations may also trigger fraud-monitoring processes.

E. Your device, data plan, and account

- i. The Drivisa App requires a mobile device and an active data plan from a wireless carrier to function properly. You are responsible for acquiring and maintaining a mobile device and data plan at your own cost. You acknowledge that using the Drivisa App may consume very large amounts of data through your data plan.
- ii. Your Account is personal to you. It cannot be licensed, shared, or modified.

F. Ratings

- i. You, Students have the option on the Drivisa Platform to provide feedback (including a rating) about the Services. If you do provide a rating or feedback, you must provide it in good faith. Feedback and ratings are Drivisa Data.
- ii. Ratings are not confidential and you authorize Drivisa's use, distribution, and display of your ratings (and ratings about you) as provided in the Privacy Policy, without attribution or further approval.

- iii. Drivisa is not required to verify any feedback or ratings. Drivisa may edit or remove comments if they include obscenities, objectionable content, or Personal Data, or if they violate Applicable Law or the Platform's guidelines.

ARTICLE 5

LICENCES, PERMITS, AND YOUR TRANSPORTATION METHOD

A. Your licences and permission to work

- i. You must at all times have legal authorization to provide Services or accept Requests using the Drivisa App. This includes requirements that:
 - 1. you hold all valid licences, insurance, permits, approvals, and authority necessary for you to provide Services and to use your Transportation Method, and
 - 2. at all times you have a right to work in Canada as a licensed driving instructor.
- ii. You will:
 - 1. provide Drivisa with proof of your citizenship or permanent residency, work permit (including any conditions), or other authorization to work in Canada,
 - 2. at all times comply with any applicable conditions on your licences, work permits, and other authorization to work in Canada while performing Services using the Drivisa App, and
 - 3. provide Drivisa with personal background screening information upon request by Drivisa, or consent to Drivisa obtaining that information from a third party, including criminal history and driving history checks, and

and Drivisa may restrict or remove your access to the Drivisa Platform if you do not provide the proof and information set out in this subsection upon request.
- iii. You will notify Drivisa immediately of any material changes to your licences, permits, background, authorization to work in Canada, or other information you provide to Drivisa under this section.

B. Your Transportation Method

- i. The Transportation Method used by you will, at all times you provide Services or accept Requests using the Drivisa App:
 - 1. be properly registered and licensed to operate as a driving instructor vehicle, to the extent required by Applicable Law,
 - 2. be suitable to provide Services, including that it will be in a clean and sanitary state, and be mechanically safe to operate in accordance with Applicable Law,
 - 3. be owned or leased by you, or otherwise in your lawful possession,
 - 4. be properly and adequately insured in accordance with section 7 [Insurance] of these terms, and
 - 5. match the Transportation Method that is registered on your Account, in order to properly display your Transportation Method information to Students.

- ii. You will provide Drivisa with proof of the conditions under this section upon request, including proof of vehicle insurance and vehicle inspection if your Transportation Method is a motor vehicle. Drivisa may stop sending you Requests or restrict or remove your access to the Drivisa Platform if you do not provide this proof upon request.
- iii. You will notify Drivisa immediately of any material changes to your licences, permits, insurance, registration, or other information you provide to Drivisa under this section.
- iv. You will not fulfil Requests using autonomous vehicles or robots, remotely-operated vehicles or robots, or other Transportation Methods that are not accompanied by you.

ARTICLE 6

FEES AND PAYMENTS

A. Fees

- i. You will be paid a fee for each successfully completed Service (“Fee”).
- ii. Fees may be governed by an Addendum to these terms.

B. Tips and other amounts

- i. The Fee does not include any tips. Students may pay tips, either directly to you in cash or through the Drivisa Platform. Tips made through the Drivisa Platform will be remitted to you, without a fee applied by Drivisa.
- ii. From time to time, Drivisa may, at its discretion, offer an incentive to you if you satisfy certain conditions determined by Drivisa and communicated to you (in promotional materials, via text message, email, or another method). You are under no obligation to participate in any incentive offering. Any incentive payment is subject to its applicable terms and conditions.

C. Adjustments to the Fee

- i. Drivisa is permitted to cancel or reduce the Fee (or if the Fee has already been paid, arrange for reimbursement of part or all of the Fee from you) for a particular Service if:
 - 1. the Service(s) was not completed, unless Drivisa has agreed with you otherwise,
 - 2. a Student has made a complaint related to your acts or omissions,
 - 3. suspected Fraud or misuse has been detected.
- ii. Drivisa’s decision to cancel, reduce, or arrange reimbursement of the Fee under this section must be exercised reasonably and in good faith.

D. Payments

- i. Drivisa will pay you for the Services you successfully complete under this Agreement.
- ii. Drivisa will remit to you, on at least a weekly basis:
 - 1. any Fees,
 - 2. any incentive payments,

3. any Sales Tax, plus
 4. any tips from Students through the Drivisa Platform.
- iii. If you have agreed to pay Drivisa any amounts or agreed that Drivisa will remit your funds to a third party (such as for the cost of a background check), Drivisa will account for those amounts and deduct them in the remittances to you.
 - iv. If Drivisa discovers payment errors that resulted in overpayment to you, or there is an adjustment required, Drivisa may deduct the amount from future Fees, debit the amount from your card or bank account, or seek reimbursement by other lawful means.
 - v. Subject to this section, if Drivisa discovers payment errors that result in additional amounts being owed to you, Drivisa will credit that amount to your selected payment destination.
 - vi. Drivisa may withhold payments to you if ordered by a Court or required by law (e.g., pursuant to a notice of garnishment).

E. Sales Tax and other taxes

- i. In relation to the Services, you are responsible for completing all tax registration obligations, for calculating and remitting all liabilities for taxes related to your provision of Services as required by Applicable Law, and for providing Drivisa with all relevant business and tax information.
- ii. Drivisa will pay a Fee in sole consideration of any Services you complete under this Agreement, which is exclusive of Sales Tax (if any). Provided that you are registered for Sales Tax, you are required to notify Drivisa of the same, in order for Drivisa to pay you any applicable Sales Tax on your Fee.
- iii. Drivisa may be required by Applicable Law to withhold, deduct, or collect and remit any taxes in relation to any payments due to you under this Agreement (including payments resulting from your provision of Services). You acknowledge that in such cases, you will not be entitled to receive any additional amount from Drivisa on account of such taxes.
- iv. You must provide Drivisa with any information reasonably requested by Drivisa in order to comply with any obligations imposed on Drivisa under any Applicable Law relating to tax.
- v. If you have agreed to pay Drivisa any amount (such as the cost of a background check), such amount shall be exclusive of Sales Tax, unless expressly indicated otherwise. You agree to pay Drivisa an additional amount equal to the Sales Tax applicable on such amounts.

F. Invoicing

- i. Provided that you are registered for Sales Tax, Drivisa will issue recipient-created tax invoices on your behalf setting out a breakdown of the amounts charged for the Services you have provided under this Agreement, or of other amounts charged (e.g., incentives). Drivisa will provide you with copies of each Sales Tax invoice (if any) via your Account.
- ii. Without limiting section 12 [Limitation of liability], Drivisa will not be responsible for a receipt or invoice error or for any incorrect calculation or payment if you have not notified Drivisa of

that error within 7 days after your most recent payment remittance cycle described in this section.

ARTICLE 7 INSURANCE

- A. You will, at your cost, take out and maintain:
 - i. motor vehicle insurance, including that of a driving instructor, that provides protection against bodily injury and property damage to third parties, for each vehicle used to provide Services, for at least the minimum amount required by Applicable Law and any other minimum motor vehicle liability insurance coverage as requested by Drivisa and/or its insurance partners, and
 - ii. if required by Applicable Law, workers' compensation insurance. You will obtain such insurance on the basis that you are self-employed and you are not an employee or deemed worker of Drivisa.
- B. You will provide Drivisa with proof of your insurance arrangements on request.
- C. You must notify Drivisa immediately of any change in the status of your motor vehicle insurance.
- D. For your motor vehicle insurance, you acknowledge and agree that:
 - i. motor vehicle insurance policies must name you as the policyholder or individually rated driver,
 - ii. certain private motor vehicle insurance policies (including some insurance policies held with vehicle rental or leasing providers) may not provide coverage for bodily injury or property damage arising from your provision of Services. It is your responsibility to resolve questions and concerns regarding your insurance scope and coverage with your insurer.
- E. It is your sole responsibility to inform your insurer of the use of your motor vehicle to provide Services and to meet other notification requirements under your insurance policy.
- F. For the purpose of assisting Drivisa with its compliance and insurance reporting obligations, you agree to notify Drivisa within 24 hours and provide Drivisa with all reasonable information relating to any incident (including any collision involving your Transportation Method) that occurs during your provision of Services and you agree to cooperate with any investigation and attempted resolution of such incident. Additionally, you agree to notify Drivisa within 24 hours if you are convicted of an offence, or have a licence suspension, under applicable traffic laws, and you agree to notify Drivisa within 24 hours if you are charged with, or convicted of, a criminal offence.

ARTICLE 8 INTELLECTUAL PROPERTY

- A. Ownership of intellectual property
 - i. Drivisa, licensors of Drivisa, or licensors of certain Drivisa, own all rights in the Drivisa App and all Drivisa Data, including all intellectual property rights associated with them. The only rights granted to you to the Drivisa App or Drivisa Data are the rights set out in this Agreement.

All rights not granted under this Agreement by Drivisa, or licensors of Drivisa, are expressly reserved.

B. Restrictions on the use of the Drivisa App and Drivisa Data

- i. Without limiting any other part of this Agreement, you must not share, or enable sharing of, the Drivisa App or any Drivisa Data with a third party. Also, you must not copy, modify, distribute, sell or lease any part of the Drivisa App or Drivisa Data, reverse engineer or attempt to extract the source code of any of Drivisa's software, other than as permitted by Applicable Law, or improperly use the Drivisa App. You must not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of the Drivisa Platform or Drivisa Data, and must not aggregate Drivisa Data with competitors' data. If this Agreement or the licence granted to you under section Agreement terminates for any reason, you must promptly delete the Drivisa App from your mobile device.

C. Drivisa Names, Marks, or Works

- ii. Other than as required by Applicable Law or as expressly permitted in this Agreement, you must not use any of Drivisa's names, logos, colours, trademarks, service marks, slogans, other identifying symbols or indicia of ownership, or copyrighted materials or content (registered or unregistered) ("Drivisa Names, Marks, or Works" as applicable). You must not create or register any (1) business names, (2) URLs, (3) domain names, (4) software application names or titles, (5) websites or webpages, or (6) social media handles, accounts, or profiles that include or display Drivisa Names, Marks, or Works or anything confusingly or substantially or confusingly similar to Drivisa Names, Marks, or Works. You must not use Drivisa Names, Marks, or Works as your social media profile picture or wallpaper without Drivisa's express written permission. You must not purchase search keywords (including Google AdWords) that contain any of the Drivisa Names, Marks, or Works. Other than as described in this Agreement, you must not display any of the Drivisa Names, Marks, or Works on or in your Transportation Method or wear any clothing displaying any Drivisa Names, Marks, or Works. Also, you must not register, attempt to register, or otherwise use or claim ownership of any Drivisa Names, Marks, or Works. If Drivisa grants you any right to use any of the Drivisa Names, Marks, or Works, the rights of a licensee or an authorised user under subsection 50(3) of the *Trademarks Act, RSC 1985, c T-13* are expressly excluded from the licences granted to you.

D. Use of Drivisa Branded Materials

- i. With the Exception of the Drivisa Sign, and to the extent necessary to comply with Applicable Law, you are not required to use, wear, or display Drivisa Names, Marks, or Works on your vehicle or clothing, or to use signalling lights, stickers, decals, or other such materials displaying Drivisa Names, Marks or Works (collectively, "Drivisa Branded Materials").
- ii. You are required to display the sign, provided to you by Drivisa, at all times while providing the Services ("Drivisa Sign") to signify to Students and the public that your Service is facilitated by the Drivisa Platform. Drivisa grants you a limited license to use, wear, or display Drivisa Branded Materials provided directly to you by Drivisa or by a third-party expressly licensed by Drivisa to provide such materials ("Authorized Drivisa Branded Materials") when providing Services, solely for the purpose of identifying yourself to Students and the public as someone providing Services via the Drivisa Platform. You agree to not:

1. use, wear, or display Drivisa Branded Materials that are not Authorized Drivisa Branded Materials,
 2. purchase, accept, offer to sell, sell, or otherwise transfer Drivisa Branded Materials that are not Authorized Drivisa Branded Materials,
 3. offer to sell or sell, or otherwise transfer Drivisa Branded Materials, without Drivisa's, Drivisa's prior written permission.
- iii. The parties expressly agree that your access to, or use of, Drivisa Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and Drivisa.

ARTICLE 9

PRIVACY AND CONFIDENTIALITY

- A. Drivisa will comply with the terms and conditions of the Privacy Policy, currently available at the platform including in their collection, use and processing of your Personal Data. This includes your location data, which you must provide to enable the Drivisa App to receive Requests and record your Services.
- B. You must comply with all Applicable Law governing data protection and privacy in connection with the Services and your activities under this Agreement.
- C. You agree that in the performance of this Agreement, you may receive from Drivisa confidential information of Drivisa, or about third parties ("Confidential Information"). Confidential Information includes Personal Data, Drivisa Data, Student information (e.g., name and address), and other non-public information that is either expressly designated as confidential or that you reasonably should know should be treated as confidential. You agree that you will not use, disclose, publish, or retain Confidential Information except as necessary to fulfil your obligations under this Agreement, as necessary to provide Services, or as required by Applicable Law.
- D. You are responsible for maintaining the integrity of information relating to your access to and use of the Drivisa App, including any password, login, or key information. To ensure the safety and security of the Drivisa Platform and your Account, you represent and warrant at all times that you will not share your password, login, or key account information with any third party. If you think anyone has obtained improper access to your account, login credentials, or personal information, you are required to notify Drivisa and to change your password immediately so that Drivisa may take appropriate steps to secure your Account.
- E. You agree that Drivisa is not responsible for any losses arising from your sharing of account credentials with a third party, including phishing.
- F. You agree that Drivisa may contact you by email, telephone or text message (including by an automatic telephone dialling system) at any of the contact information provided by you, or on your behalf, in connection with your Account.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES

- A. Your representations and warranties

You represent and warrant throughout the term of this Agreement that:

- i. you have full power and capacity to enter into this Agreement and perform your obligations under this Agreement,
- ii. you are legally competent to enter into this Agreement,
- iii. you are licensed to provide driving instructor services,
- iv. you have not entered into, and during the term of this Agreement will not enter into, any agreement that would prevent you from complying with this Agreement,
- v. you will comply with all Applicable Law in your performance of this Agreement,
- vi. you will not, under any circumstances, separately contact a Student using information you have obtained using the Drivisa App, to provide Services to them outside the Drivisa Platform, and
- vii. any information that you provide to Drivisa in connection with this Agreement (which may include your business name, business number, and other information reasonably requested by Drivisa) is accurate, complete, and up-to-date.

B. General disclaimer

- i. You acknowledge and agree that Drivisa makes no guarantee in relation to the number of Classes that Drivisa will ask you to provide via the Drivisa App, or that you will receive Requests from Drivisa via the Drivisa App to provide Services.
- ii. Drivisa make no representations, and expressly disclaim all warranties, express or implied, regarding the Drivisa Platform or any portion of it. Drivisa provides the Drivisa App ‘as is’ and ‘as available’. Without limitation, Drivisa does not guarantee the availability or uptime of the Drivisa App or that access or use of the Drivisa App will be uninterrupted or error-free. Drivisa does not guarantee that the Drivisa Platform will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, that the Drivisa Platform will meet your requirements, that any defects will be corrected, or that their technology is free of viruses or other harmful components. You acknowledge that the Drivisa App may be unavailable due to scheduled maintenance or network failure or limitations, delays, and other problems inherent in the use of the Internet, electronic communications, and software products. You acknowledge that local regulatory conditions may change and may temporarily or permanently impact Drivisa’s ability to offer the Drivisa Platform in a given region. Drivisa make no representations, warranties, or guarantees as to the actions or inactions of Students, or as to the availability of the Drivisa App.
- iii. From time to time, Drivisa may permit third parties to offer their services to users of the Drivisa Platform. Third-party services may be subject to additional terms (including pricing) that apply between you and the parties providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While Drivisa may allow users to access such services through the Drivisa Platform and Drivisa may collect information about users’ use of such services, Drivisa may not investigate, monitor, or check such third-party services for accuracy or completeness.

ARTICLE 11

INDEMNIFICATION

- A. You must indemnify, defend (at Drivisa's option) and hold harmless Drivisa and their respective directors, officers, employees, and agents from liability of any of them arising out of or related to any of the following: (i) your failure to comply with any provisions of this Agreement, (ii) your breach of Applicable Law, or (iii) third party claims directly or indirectly related to your provision of Services or use of the Drivisa Platform.
- B. Your liability under this section 11 will be reduced if, and to the extent that, Drivisa directly caused or directly contributed to any of the matters described in this section.

ARTICLE 12 LIMITATION OF LIABILITY

- A. In no event will Drivisa be liable for any claim for any indirect, wilful, punitive, incidental, exemplary, special, or consequential damages or for your or any third party's property damage or loss, or loss or inaccuracy of data, or loss of business, revenue, profits, use, or other economic advantage arising out of or related to your use of the Drivisa Platform or your provision of Services, whether based on contract, tort, extracontractual, equity, or any other legal theory, even if Drivisa have been advised of the possibility of such damages.
- B. Except for Drivisa's express obligations to pay the Fees, in no event will the combined total cumulative liability of Drivisa of each and every kind to you under this Agreement exceed the aggregate amount of Fees actually paid by Drivisa to you under this Agreement in the six month period immediately preceding the event giving rise to the relevant claim.

ARTICLE 13 TERMINATION

- A. Termination by you

You are under no obligation to use the Drivisa App. If you choose to stop, you can do so without giving Drivisa any notice, or you can terminate this Agreement without advance notice.

- B. Termination by Drivisa

- i. Subject to any requirements under Applicable Law, Drivisa may, acting reasonably and in good faith, terminate this Agreement in its entirety by giving you 7 days' prior written notice of termination, for any reason.
- ii. Drivisa may immediately restrict or deactivate your access to the Drivisa App and your Account, and provide you with written notice of the restriction or deactivation, if you (1) commit a material breach of this Agreement, or (2) an act or omission by you, in Drivisa's reasonable judgment, is in breach of the Platform's guidelines or has the potential to cause issues that could detrimentally impact the reputation, good name or brand of Drivisa (including any Drivisa Names, Marks, or Works), including matters of safety.
- iii. Material breaches of this Agreement include:
 - 1. failing to comply with your human rights obligations,
 - 2. Fraud,

3. colluding with Students to provide Services outside the Drivisa App,
4. reports of physical violence by you while using the Drivisa App,
5. reports of sexual misconduct by you while using the Drivisa App,
6. failing to update Drivisa about a material change to your licences, permits, insurance, background, or other information required to be provided to Drivisa under this Agreement, and
7. failing to comply with conditions and Applicable Law governing providing of Classes as described in this Agreement.

Drivisa may temporarily restrict your access to the Drivisa Platform is investigating an alleged breach. Drivisa is unable to provide you with information about the alleged breach while an investigation is ongoing (either by Drivisa and/or a third party such as the police) or afterwards.

C. Effect of termination

- i. The sections that, by their nature, survive the termination of the Agreement shall survive the termination of the Agreement indefinitely, including, but not limited to, Binding Contract, Adjustments to the Fee, Sales Tax and other taxes, insurance (to the extent that insurances are required to be maintained after the term), intellectual property, Privacy and confidentiality, General disclaimer, Indemnification, Limitation of liability, Effect of termination and Governing Law.
- ii. Notwithstanding anything in the Agreement to the contrary, outstanding payments attributable to Fraud committed by you may be withheld by Drivisa.
- iii. Once the Agreement is terminated you will no longer access the Drivisa Platform.

ARTICLE 14 GOVERNING LAW

This Agreement, including any Addendum hereto, is governed by and construed in accordance with the laws of Ontario, Canada, and the its courts.

ARTICLE 15 GENERAL PROVISIONS

A. Notice

- i. Notices to Drivisa must be provided to Marwah Law Professional Corporation, 7610 Village Centre Place, Unit 101, Greely, ON, or an updated address Drivisa provides to you.
- ii. Notices to you will be provided by email to the email address associated with your account or by posting on the portal available to you on the Drivisa App and will be considered delivered when sent or posted.

B. Modifications to this Agreement

- i. Drivisa, may, from time to time modify, update, or replace the terms and conditions of this Agreement by making the updated version of these terms, Addenda, the Platform guidelines or other information available to you (including via hyperlinks in this document) via the Drivisa App or by publishing a new version of that document or information on the Drivisa website.

- ii. Drivisa will provide you with at least 7 days' notice of any modification of these terms if the modification will be materially detrimental to your rights. This notice period does not apply to modifications to the other components of this Agreement that are not detrimental to you.
- iii. You will have consented to the modifications made under this section if you continue to use the Drivisa App after the modifications have come into effect.

C. Supplemental terms

You may agree to supplemental terms to this Agreement, such as Addenda or terms related to certain features and functionality, which may be modified by Drivisa from time to time. Such supplemental terms are in addition to, and form a part of, this Agreement in accordance with section 1.

D. Assignment

- i. Drivisa has the right to assign or transfer this Agreement or any or all of their respective rights or obligations under this Agreement, in whole or in part, without obtaining your prior consent. You may not assign, subcontract, transfer, or otherwise dispose of this Agreement, or of your rights and obligations under this Agreement, as the rights and obligations under this Agreement are personal to you.
- ii. Without modifying subsection 15(D)(i), this Agreement binds, and will continue to benefit, each party to this Agreement and that party's respective successors, assignees, delegates, and agents.

E. General provisions

- i. The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Agreement. Neither a failure to exercise a right nor a delay in the exercise of a right operates as an election between rights, a waiver of said rights, or a variation of the terms of this Agreement.
- ii. If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, the remainder of this Agreement (and to the extent practicable, the relevant provision) will remain in full force and effect.
- iii. This Agreement, including all documents listed in Article 1, contains the full and complete understanding and agreement between the parties relating to the subject matter of this Agreement, and this Agreement supersedes all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter of this Agreement.
- iv. In this Agreement, "including" and "include" mean "including, but not limited to", unless otherwise indicated.
- v. In these terms, italicized descriptions of cross-referenced sections in square brackets are for ease of reference only.

ARTICLE 17 DEFINITIONS

“Account” means your account on the Drivisa Platform and which the Student uses to access the Drivisa App.

“Addendum” or “Addenda” means any addendum(s) to these terms and which form part of this Agreement.

“Agreement” has the meaning set out in section 1 [Binding Contract].

“Applicable Law” means all applicable laws, statutes, municipal by-laws, regulations, government codes, and government policies from time to time in force (including all applicable tax, data protection, and privacy laws).

“Authorized Drivisa Branded Materials” has the meaning set out in section 8(D) [Use of Drivisa Branded Materials].

“Confidential Information” has the meaning set out in section 9 [Privacy and confidentiality].

“Drivisa” means Drivisa Corp., a corporation incorporated under the laws of Canada.

“Drivisa App” means the software application on the Drivisa Platform that is licensed by Drivisa and that can be used by you and Students to receive and respond to Requests for Services.

“Drivisa Branded Materials” has the meaning set out in section 8(D) [Use of Drivisa Branded Materials].

“Drivisa Data” means all data related to the access and use of the Drivisa App or obtained in connection with this Agreement, including all data related to Students, all data related to the provision of Services and the Drivisa App, all ratings, feedback or comments provided by you, and the identification and password key assigned to you that enables you to use and access your Account.

“Drivisa Platform” means the technology software system made accessible by Drivisa, on a royalty-free basis, to persons to provide Classes and/or Services, and includes the Drivisa App.

“Drivisa Names”, “Drivisa Marks”, and “Drivisa Works” has the meaning set out in section 8© [Drivisa Names, Marks, or Works].

“Fee” has the meaning set out in section 6(A) [Fees].

“Fraud” means deception, dishonesty or misleading actions and includes: (i) manipulation or gaming of Drivisa-funded incentives and promotions, (ii) creation of false accounts, (iii) colluding with Students to receive payouts for Services outside the Drivisa App, (iv) manipulation of Drivisa App to artificially increase Fees, (v) false or manipulated use of user programs, (vi) any other type of sham transaction, (vii) any other irregular or unusual patterns or schemes that reasonably appear to be designed to provide you or any other person with undue gains, (viii) misrepresenting the veracity, authenticity, accuracy, official status, currency, or content of any document submitted to Drivisa (e.g., falsified proof of vehicle insurance), and (ix) any activity considered to be fraud under Applicable Law.

“Personal Data” means any information provided to you by Drivisa (i) relating to an identified or identifiable natural person, (ii) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers, and (iii) that may otherwise be considered ‘personal data’ or ‘personal information’ under Applicable Law.

“Privacy Policy” means the Drivisa Privacy Policy available at the Platform.

“Request” means any request for Services that you receive from Drivisa via the Drivisa App.

“Sales Tax” means federal and provincial taxes on the sale of goods and services, and includes HST, GST, PST, and QST.

“Services” mean services, which you provide on a self-employed basis, to Drivisa whereby you provide driving instructor Classes for a Student under this Agreement.

“Student” means the intended recipient of Classes provided by you.

“Transportation Method” means your car that you use to provide Services.