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## CLIENT TERMS OF SERVICE

*For adults using the NYJR Platform to request, arrange or pay for private-pay Services in Ontario*

**NYJR Technologies Inc.**

August 24, 2026 • Ontario, Canada

## Document Control

| Field               | Value                                                                                                                                                                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document type       | Client Terms of Service — client accounts, bookings and private-pay Services                                                                                                                                                                                                                             |
| Legal entity        | NYR Technologies Inc. ("NYR", "we", "us" and "our")                                                                                                                                                                                                                                                      |
| Version             | 6.0                                                                                                                                                                                                                                                                                                      |
| Applies to          | Adult Account Holders who affirmatively accept these Terms. A Client may also act as the Care Recipient, Payer, Booking Assistant or verified Representative, but only where the Client actually occupies that additional role. A Care Recipient may be a child or adult and may differ from the Client. |
| Companion documents | Current NYR Privacy Policy; versioned Service Catalogue; booking-specific price, fee and cancellation disclosures; Client Code of Conduct; Cookie and Tracking Notice; accessibility, location, identity-verification and other contextual notices                                                       |
| Status              | Draft for NYR review. Not effective for use or publication. Publication remains subject to confirmation of the highlighted NTDs and completion of the applicable launch requirements.                                                                                                                    |
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## 1.Scope, Acceptance and Document Hierarchy

### 1. Application

These Terms govern Client access to and use of the NYR website, mobile application and related marketplace functions to request, arrange or pay for private-pay Services in Ontario. They also apply where you use the Platform to assist a Care Recipient or act as a verified Representative.

The person creating or paying for a Booking may differ from the Care Recipient. Acceptance of these Terms does not make every Client, Payer, family member, Booking Assistant or Account Holder a Representative, substitute decision-maker or person authorized to receive the Care Recipient's information.

These Terms apply to the Client account and Platform relationship. They do not replace a Worker's professional obligations, treatment consent, a care plan, prescription, representative authority or Professional Record. A Worker may impose a more specific or restrictive requirement where required by applicable law, binding professional requirements, the Service Catalogue or the facts of a Booking.

A Client who also wishes to provide Services through the Platform must separately complete the applicable Worker onboarding process and accept the Worker Terms, Independent Worker Agreement and any applicable worker-specific Schedules or acknowledgements before providing Services. A Worker who creates or uses a Client account is subject to these Terms for activities undertaken in the Client role. The Worker Terms and Independent Worker Agreement continue to apply separately to activities undertaken in the Worker role.

### 2. Acceptance and electronic evidence

As part of account creation, you must affirmatively accept these Terms and acknowledge receipt of the NYJR Privacy Policy. These Terms bind you only after NYJR presents the applicable version in a form you can retain and you take an affirmative electronic acceptance action through an authenticated Client account.

For first acceptance and any material amendment requiring re-acceptance, NYJR will require a fresh affirmative action and may retain the version and notice presented, date and time, account, authentication state, affirmative action, Accepted Booking Disclosure, correction opportunity, delivery evidence and other acceptance records.

Merely visiting the website, receiving notice, keeping an account open or continuing to use an unrelated Platform feature does not constitute acceptance of a material amendment.

Acceptance of these Terms is contractual only. It does not create treatment consent, privacy authority, payment authority for another person, representative authority or substitute decision-making authority.

Upon acceptance, this version supersedes any earlier version of these Terms previously presented to or accepted by you, subject to the prospective effect of material amendments and rights arising from completed Bookings.

Where a Booking or other transaction is an internet agreement to which applicable consumer law applies, the Platform will, before the agreement is completed:

- (a) disclose the prescribed material Booking, supplier, Service, price, charge, payment, cancellation and other transaction information in an accessible and retainable form;
- (b) provide an express opportunity to accept or decline the agreement; and
- (c) permit correction of material input errors immediately before the agreement is completed.

After the agreement is completed, NYJR will deliver a retainable written copy of the completed agreement, including the accepted Terms and applicable Accepted Booking Disclosure, within the time and in the manner required by applicable law. The Accepted Booking Disclosure will identify, as applicable, the actual supplier of each Service and any separately charged Platform component, including an approved Worker corporation, and will include the applicable supplier information and other transaction information required by consumer law.

### 3. Companion documents

The current Privacy Policy explains NYJR's public information practices.

The versioned Service Catalogue identifies enabled Services, eligible Worker categories and material Service restrictions.

The Accepted Booking Disclosure identifies the requested Service, Worker, date, time, location, price, mandatory charges, cancellation terms and other material transaction details.

Contextual notices may address identity verification, location, accessibility, device permissions, cookies, marketing or another particular collection or feature.

A Client Code of Conduct, if adopted and issued, may state additional conduct and safety rules consistent with these Terms. A Client Code of Conduct, contextual rule or Platform instruction is contractually binding only to the extent that it:

- (a) is consistent with these Terms;

- (b) is properly presented and incorporated; and
- (c) is accepted where acceptance is required by applicable law or this Section 1.

An internal procedure, undisclosed rule or later operational practice does not amend the Client agreement.

## 4. Order of precedence

To the extent of a genuine conflict:

- (a) applicable law and non-waivable consumer, privacy, human-rights, accessibility and regulatory requirements prevail over every NYJR document;
- (b) these Terms govern the Client account and general use of the Platform;
- (c) the applicable versioned Service Catalogue entry controls whether a Service is offered and may impose a narrower Service-specific gate;
- (d) the Accepted Booking Disclosure controls the Booking-specific Service, Worker, price, mandatory charges, cancellation terms, date, time, location and other transaction details, but does not reduce a non-waivable right or otherwise amend these Terms beyond those transaction-specific matters;
- (e) the current Privacy Policy and applicable contextual notice describe NYJR's collection, use, disclosure, retention and protection of personal information for the relevant information practice, and no other document silently authorizes a materially broader practice;
- (f) the Independent Worker Agreement and Worker Terms govern NYJR's relationship with Workers and do not form part of the Client agreement or eliminate any independent right or remedy of a Client or Care Recipient; and
- (g) an internal NYJR procedure does not amend the Client agreement unless it is expressly incorporated, provided in a retainable form and accepted where acceptance is required.

## 5. Changes and re-acceptance

NYJR may update these Terms to reflect changes in applicable law, the Platform, Service categories, payment configuration, privacy roles, safety controls or consumer requirements.

NYJR will provide appropriate advance or contextual notice of a material change. A material amendment affecting price, mandatory charges, cancellation, monitoring, privacy, Professional Records, account restrictions, liability or dispute rights requires fresh affirmative acceptance before it applies prospectively where required by applicable law or these Terms.

Continued use alone does not constitute acceptance of a material amendment or consent to materially new optional processing.

A later version will not retroactively alter a completed Booking or accrued right unless required by applicable law.

An immediate and proportionate change may be applied where required by applicable law or reasonably necessary to contain a genuine safety, privacy, fraud or security risk, with notice provided as soon as reasonably practicable.

## 2. Definitions

- **“Accepted Booking Disclosure”** means the retainable Booking-specific disclosure presented before acceptance and preserved with the Booking record, including the applicable Service, Worker, date, time, location, price, mandatory charges, cancellation terms and other material transaction details.

- **“Account Holder”** means the adult assigned control of the authenticated Client account. Account control does not by itself establish treatment, privacy, payment or representative authority.
- **“Booking Assistant”** means a person who helps enter or manage a Booking without asserting legal authority over the Care Recipient. Assistance does not by itself establish treatment-consent authority, privacy authority, payment authority or substitute decision-making authority.
- **“Booking”** means a request for a specific Service presented through the Platform and the related accepted, active, completed, cancelled, disputed, refunded or adjusted Booking record.
- **“Care Recipient”** means the individual for whom a Service is requested or provided.
- **“Client”** or **“you”** means the adult Account Holder who affirmatively accepts these Terms. A Client may also act as the Care Recipient, Payer, Booking Assistant or Representative, but only where the Client actually occupies that additional role. Acceptance of these Terms does not establish authority to act for another person.
- **“CMTO”** means the College of Massage Therapists of Ontario.
- **“CNO”** means the College of Nurses of Ontario.
- **“Health Information Custodian”** or **“HIC”** has the meaning given in the *Personal Health Information Protection Act, 2004* (“**PHIPA**”).
- **“HSCPOA”** means the Health and Supportive Care Providers Oversight Authority.
- **“NP”** means a nurse practitioner registered with CNO in the Extended Class.
- **“Payer”** means the person whose payment method funds a Booking. Payment does not by itself establish treatment-consent authority, privacy authority, account control, representative authority or substitute decision-making authority.
- **“Personal Health Information”** or **“PHI”** has the meaning given in PHIPA.
- **“Platform”** means the NYJR website, mobile application, administrative systems and related technology used to operate the marketplace.
- **“Professional Record”** means a nursing, massage therapy, PSW or other professional or service record created, received or maintained for a care-related purpose, as distinct from NYJR’s account, matching, payment, support, marketplace, complaint, safety, security, tax and legal records.
- **“PSW”** means a personal support worker, whether registered with HSCPOA or unregistered, who is eligible to provide Services through the Platform.
- **“Representative”** means a person whose legal authority to act for a Care Recipient has been established for the relevant purpose. The term does not include a person merely because that person is a family member, Payer, Account Holder or Booking Assistant.
- **“RMT”** means a registered massage therapist registered with CMTO.
- **“RN”** means a registered nurse registered with CNO in the General Class or another class expressly enabled by NYJR.
- **“RPN”** means a registered practical nurse registered with CNO in the General Class or another class expressly enabled by NYJR.
- **“Service Catalogue”** means NYJR’s separately versioned catalogue identifying enabled Services, eligible Worker categories, qualifications, material inclusions and exclusions, authority requirements, required equipment and supplies and Service-specific restrictions or feature gates.
- **“Service”** means a task or service enabled in the versioned Service Catalogue for the relevant Worker’s role, status, verified eligibility and current Platform permissions.
- **“Worker”** means the individual RN, RPN, NP, RMT or PSW approved by NYJR to accept a Booking and personally provide the Service, whether individually or through a corporation approved under the Independent Worker Agreement. It is a neutral Platform term and does not determine legal classification or mean that every Worker has the same legal, professional or privacy role.

### 3. NYJR Platform Model and Role

#### 1. Marketplace functions

- (a) NYJR operates a private-pay Ontario marketplace that supports accounts, Booking intake, Service presentation, matching, communications, payment administration, receipts, support, safety, complaints, privacy administration and compliance functions.
- (b) Workers provide the professional or personal-support Services directly to Care Recipients. Workers are intended to use the Platform as independent service providers. The actual legal classification and role of NYJR, a Worker and any other person or organization are determined separately for each relationship, record, purpose, Service and event under the applicable facts and law.

## **2. What NYJR does not undertake at launch**

- (a) NYJR is not an emergency response service and does not provide clinical triage or substitute for 911, emergency services or urgent clinical assessment.
- (b) NYJR does not operate as a hospital, clinic, pharmacy, diagnostic facility, insurer, insurance agent or OHIP billing intermediary merely because a Service is arranged through the Platform.
- (c) NYJR does not enable OHIP billing, routine health-card collection or direct insurer claim submission at launch.
- (d) NYJR does not provide institutional staffing, facility shift fulfilment, employment recruitment or assignment of Workers to perform Services under a facility's supervision at launch.
- (e) NYJR does not make a Worker's treatment, capacity, scope, order, directive, delegation, prescribing, diagnosis or other professional decision.
- (f) NYJR does not guarantee that a Worker is suitable for every requested task merely because the Worker has an active profile, registration, licence, credential, badge or prior Booking.
- (g) NYJR does not guarantee availability, a particular Worker, a clinical or personal outcome, uninterrupted Platform access, insurer reimbursement or eligibility for a tax credit, public benefit or other third-party program.

## **3. Conditional features**

NYJR may disable or withhold a Service or feature unless it has been expressly enabled for use through the Platform. No Client request, willingness to pay, profile label, Worker designation or prior Booking activates a disabled feature or enlarges a Worker's lawful authority.

# **4.Account Eligibility, Roles and Authority**

## **1. Adult Client account**

- (a) You must be at least 18 years old and legally capable of entering into these Terms. A Care Recipient may be a child or an adult.
- (b) Identity verification is required for each Client Account Holder as described in section 5.2. NYJR may restrict or refuse account access where required identity verification cannot be completed satisfactorily through the standard verification method or an applicable alternative.
- (c) Clients must provide accurate, current and complete information required for their account and Bookings, and must promptly update information that changes or could affect the safe delivery of

Services. Any medical or care-related information provided through the Platform must be accurate to the best of the Client's knowledge.

- (d) NYJR may provide an accessible, assisted or non-electronic route where disability, capacity, technological exclusion or another lawful need prevents ordinary electronic completion.

## **2. Booking for another person**

- (a) You may assist another person with a Booking without claiming authority that you do not have.
- (b) You must accurately identify each role you actually occupy, including whether you are the Care Recipient, Account Holder, Payer, Booking Assistant or Representative. Payment, account access, family relationship and practical assistance do not by themselves establish treatment-consent authority, privacy authority, representative authority or substitute decision-making authority.
- (c) Clients may provide medical and care-related information for themselves and, where they book on behalf of another person, for a saved person who may not hold a NYJR account. Where a Client provides information or requests a Service on behalf of another person, the Client must have that person's consent or other lawful authority to do so and must not misrepresent the scope of that authority.

## **3. Minors, capacity and substitute decision-making**

- (a) Services for minors are available only where expressly enabled in the Service Catalogue and remain subject to applicable capacity, consent, privacy, adult-presence and professional requirements.
- (b) The Worker remains responsible, within the Worker's lawful role and competence, for obtaining or verifying any consent or authority required for the proposed treatment or Service. Where a capacity determination is required, it must be made by the person legally responsible and qualified to make it.
- (c) Capacity and decision-making requirements are specific to the applicable treatment, Service or other decision and depend on the Care Recipient's circumstances and applicable law. They are not determined by age, diagnosis or disability alone. Where the Care Recipient is incapable for the relevant decision, the applicable decision-maker, hierarchy and decision-making requirements depend on the nature of the decision, the Care Recipient's circumstances and applicable law.
- (d) You must not override a capable Care Recipient's decision or misrepresent your authority over a child or incapable adult.

## **4. Evidence and disputed authority**

- (a) NYJR or the Worker may request minimum-necessary evidence of authority where reasonably required for the applicable purpose.
- (b) NYJR may delay or restrict the affected disclosure, access to the relevant Care Recipient information or Booking confirmation while the asserted authority is being verified. Where competing persons assert authority, the scope of authority is unclear or disputed, or the Care Recipient objects, NYJR may:
  - restrict access or disclosure;
  - preserve relevant records and evidence;
  - consult or route the issue to the responsible Worker, HIC or Privacy Officer; and

- where appropriate, refer the matter to or require clarification from a court, tribunal, child-protection authority, estate representative or other competent authority.
- (c) NYZR personnel do not make a Worker's professional capacity determination or assume authority belonging to a court, tribunal, HIC or other legally responsible person.

## 5. Post-death authority

- (a) If a Care Recipient dies during, after or between Bookings, authority that existed during the Care Recipient's lifetime may end or change at death and must not be assumed to continue.
- (b) A former attorney, substitute decision-maker, family member, Account Holder, Booking Assistant or Payer does not automatically have authority to access the deceased Care Recipient's information or direct the handling of a Professional Record.
- (c) A refund, reversal or payment adjustment will be issued or directed according to the applicable payment transaction, original payment method, Accepted Booking Disclosure, applicable law and other established lawful authority. Entitlement to receive payment information, a refund or another payment adjustment does not by itself confer authority to receive the deceased Care Recipient's PHI or Professional Record.
- (d) NYZR and the responsible record holder may require evidence of estate, statutory or other lawful authority before providing access, disclosure or control concerning the deceased Care Recipient's information.
- (e) No further Service may be provided for the deceased Care Recipient. Professional Records and other relevant evidence must be completed and preserved, and emergency, coroner, professional and other mandatory reporting duties remain unaffected.

## 5.Account Integrity, Identity and Device Security

### 1. Accurate account information

- (a) You must provide accurate, current and non-misleading account, identity, contact, role, authority, payment and Booking information.
- (b) You must promptly correct a material error and notify NYZR of unauthorized access, impersonation, loss or change of authority, a compromised credential or another change that may affect a Booking or lawful disclosure.

### 2. Proportionate verification

- (a) NYZR may require identity, account, payment or Representative-authority verification reasonably related to account integrity, Care Recipient safety, fraud prevention, privacy or legal compliance.
- (b) Identity verification is required for each Client Account Holder. At launch, NYZR uses Stripe Identity as the standard verification method, including government-issued identification, selfie matching and live capture, subject to any accessible or legally required alternative.

- (c) Where a Client books for another Care Recipient who does not hold a Client account, that Care Recipient is not required to complete account identity verification solely because they are the Care Recipient.
- (d) Before collecting identity-verification information, NYJR will provide any notice and obtain any consent required by applicable law, including applicable information about the provider, purpose, required information, principal uses and disclosures, retention or deletion practices and any available alternative verification method.

### **3. Account and device security**

- (a) Use unique credentials, keep them confidential and use available authentication features and a reasonably secure device with current software.
- (b) Do not share your credentials, permit another person to impersonate you or use the Platform under a false or inaccurate role. A person assisting with a Booking must not represent that the person is the Account Holder, Care Recipient or Representative unless that role is accurate.
- (c) Do not leave PHI, Professional Records, payment information or Worker information visible or accessible to an unauthorized person.
- (d) Promptly report a lost device, compromised credential, misdirected communication, suspicious login, unauthorized access, accidental disclosure or suspected privacy or security incident through the appropriate NYJR channel.

## **6.Booking Information, Intake and Electronic Transactions**

### **1. Booking-specific information**

- (a) Each Booking uses a Booking-specific intake appropriate to the requested Service.
- (b) You must provide information that is accurate, relevant and reasonably necessary for the Worker to assess eligibility, scope, competence and safety, prepare for the Service, identify consent or authority issues and address material accessibility needs.
- (c) Do not place unnecessary clinical or care information in ordinary account, payment, support, rating or notification fields.

### **2. Versioned Service Catalogue and booking disclosure**

- (a) Each Booking will identify or link to the applicable versioned Service Catalogue entry and disclose the requested Service, operative Worker role or category, material inclusions and exclusions, applicable authority conditions, location, date and time, expected duration, price, mandatory charges, cancellation terms and other information reasonably necessary to decide whether to proceed.
- (b) Where a particular Worker has been identified, the Platform will provide the Worker information appropriate to the applicable Booking state.
- (c) NYJR will preserve the applicable Service Catalogue version, Accepted Booking Disclosure and transaction information associated with acceptance. A later Service Catalogue, Platform or price change does not retroactively alter a completed Booking or accrued right.

### **3. Pre-acceptance and post-acceptance information**

- (a) Before Worker acceptance, NYJR will limit the information presented to the Worker to what is reasonably necessary to assess Service eligibility, scope, competence, location, timing, commercial terms, required equipment and safety.
- (b) Booking-specific PHI will be disclosed to the accepting Worker only after the applicable authority and access transition have been recorded, except where minimum-necessary information is lawfully required earlier for scope, competence or safety assessment.
- (c) Worker access ends or changes when the relevant purpose or Booking state ends, subject to Professional Record, evidence-preservation and legal-continuity obligations.

#### **4. Material Booking changes**

- (a) A material change to the Care Recipient, Service, operative Worker role, location, date or time, risk, required equipment, price, mandatory charges, consent or authority may require:
  - reassessment of the Booking;
  - a revised Service classification or Service Catalogue entry;
  - an updated Accepted Booking Disclosure;
  - new consent or authority verification;
  - new payment authorization;
  - fresh Client or Worker acceptance; or
  - cancellation, rebooking or a different Worker match.
- (b) You must not use an existing Booking to require a Worker to provide a materially different, unauthorized or undisclosed Service.

#### **5. Transaction review, correction and assisted alternatives**

- (a) Before a consequential Booking, price, cancellation, refund or payment instruction is finalized, the Platform will permit review and correction of material information where practicable and as required by applicable law.
- (b) NYJR may reverse, correct, cancel or rebook a transaction affected by a material system error, unauthorized activity or qualifying electronic-agent error, subject to applicable law and preservation of the original transaction record.
- (c) When the Client confirms a Booking, NYJR may request authorization of the payment method through Stripe. The final amount charged may reflect the completed Services, applicable taxes, authorized adjustments, cancellations and credits, in accordance with the Accepted Booking Disclosure, these Terms and applicable law.
- (d) An accessible assisted or non-electronic route may be used where reasonably required.

#### **6. Booking acceptance is not treatment consent**

- (a) Acceptance of these Terms, a Booking request, Worker acceptance, payment authorization, arrival confirmation and Service commencement are separate events.
- (b) None is a substitute for informed consent to treatment, consent or agreement required for a Service, a capacity decision, privacy authority, Representative authority or another consent or lawful authority required for a particular activity.

- (c) The Worker obtains or verifies and documents the consent and authority required for the Service within the Worker's professional role.
- (d) Worker access to general medical profile information is limited to information reasonably necessary for the Booking or another authorized purpose and ends or is restricted when that purpose ends.

## 7. Service Scope, Worker Independence and Professional Judgment

### 1. Approved Services only

- (a) You may request only a Service enabled in the Service Catalogue for the applicable Worker role.
- (b) You must not request, encourage, conceal or accept an unlawful, unsafe, unapproved or out-of-scope task, including an act that requires a profession, registration, authorization, order, directive, delegation, consent, competence, insurance, equipment or setting that is not present.
- (c) A Worker may and, where required by applicable law or professional obligations, must refuse, pause, modify or withdraw from a Service where scope, authority, consent, competence, safety, insurance, equipment or other applicable requirements are not met.

### 2. Allocation based on actual facts

- (a) Whether an unauthorized, out-of-scope or otherwise prohibited act falls within the Platform relationship, and the resulting rights, duties, defences and liability of any person, will be determined under applicable law based on the actual facts. NYJR may investigate an incident and take proportionate safety, account, Booking, evidence-preservation, refund or other remedial measures without admitting responsibility or liability. Subject to applicable law, NYJR does not assume responsibility for a Worker's unauthorized or out-of-scope acts, except to the extent responsibility arises from NYJR's own acts or omissions.

### 3. Independent Worker and professional judgment

- (a) Workers are intended to carry on independent businesses and provide Services as independent contractors. The individual Worker providing a Service remains responsible for the Worker's professional judgment, scope, competence, consent, documentation and conduct. NYJR may verify eligibility and enforce objective Service Catalogue, privacy, safety, payment, transaction-integrity and marketplace requirements without assuming the Worker's professional role or directing a particular professional decision.
- (b) You must not pressure a Worker to disregard professional judgment, perform an unauthorized or unsafe act or continue a Service where the Worker reasonably determines that applicable requirements are not met. You must not represent that NYJR has approved a task merely because it was requested through the Platform or included in a Booking description.

### 4. Worker changes and conditional substitution

- (a) A Booking does not guarantee that a particular Worker will remain available. NYJR may cancel, rebook or present another qualified Worker where the original Worker becomes unavailable, ineligible or unable to proceed.

- (b) The individual approved for a Booking must personally provide the Service. A substitution or reassignment is permitted only through a NYJR-approved process where the proposed replacement:
  - has been independently verified;
  - has accepted the applicable agreements;
  - is eligible and approved for the Service; and
  - satisfies the applicable professional, privacy, insurance, safety and Service Catalogue requirements.
- (c) NYJR will disclose a proposed replacement and update the Accepted Booking Disclosure where appropriate. Fresh Client acceptance will be obtained where the replacement materially changes the Booking or where required by applicable law.
- (d) Account sharing, credential sharing and informal substitution are prohibited.

## 8. Consent, Capacity and Care-Recipient Choice

### 1. Care Recipient participation

- (a) A capable Care Recipient's decision governs the applicable treatment or Service. You must support the Worker in communicating directly with the Care Recipient where appropriate and must not conceal the Care Recipient's objection, refusal or withdrawal. You must not require or pressure the Worker to proceed without valid consent or other required authority.
- (b) Consent may be refused or withdrawn at any time, subject to reasonable steps required for immediate safety and lawful discontinuation. Refusal of or withdrawal from one task does not automatically determine consent to an unrelated task.

### 2. Material changes

- (a) The Worker may require renewed consent, updated authority verification, an updated Accepted Booking Disclosure or a new Booking where the Service, body area, technique, medication, equipment, Care Recipient, location, risk, Representative authority or another material circumstance changes.
- (b) You must not use an existing Booking or prior consent to expand the Service beyond its accepted scope.

### 3. Privacy authority and treatment authority are separate

- (a) Authority concerning account administration, Booking assistance, payment, privacy, substitute decision-making and treatment must be determined separately for the relevant purpose.
- (b) A person may have authority to assist with payment or account administration without authority to make treatment decisions or receive PHI or a Professional Record. Conversely, a lawful substitute decision-maker may not control every account or payment function.
- (c) NYJR may authenticate and route each request according to the relevant purpose, asserted authority and record. The Worker remains responsible, within the Worker's lawful role and competence, for

obtaining or verifying the consent required for the Service. Where a capacity determination is required, it must be made by the person legally responsible and qualified to make it.

## 9. Client Conduct, Safety, Human Rights and Accessibility

### 1. Safe and respectful environment

- (a) Provide a reasonably safe and lawful Service location and disclose known material hazards, infection-control concerns, aggressive animals, weapons, smoking, surveillance devices, access barriers and other facts reasonably relevant to the Service.
- (b) Treat Workers, Care Recipients and NYJR personnel with respect. Do not engage in violence, threats, harassment, sexual harassment or other sexual misconduct, exploitation, retaliation, fraud or coercion.
- (c) Do not request or operationalize an unlawful discriminatory preference. A lawful request based on scope, intimate-care needs, language required for informed communication, safety, accommodation or another genuine Service requirement must be individualized and may require review.
- (d) Do not obstruct emergency action, direct statutory or professional reporting, evidence preservation or a Worker's lawful refusal, modification or withdrawal.

### 2. Worker refusal and safety withdrawal

- (a) A Worker may decline, pause, modify or leave a Booking because of scope, competence, consent, authority, violence, harassment, discrimination, disability or accommodation, an unsafe home, infection-control risk, impairment, missing or unsafe equipment, a privacy or recording concern, an unlawful instruction, public-health requirements, professional duties or another material threat or legally protected reason.
- (b) The Worker must take reasonable steps concerning immediate Care Recipient safety and continuity where required. NYJR may support the Care Recipient, preserve evidence, cancel or rebook the Booking, or provide an appropriate refund or credit based on the applicable facts and Accepted Booking Disclosure.
- (c) You must not require, pressure, threaten or retaliate against a Worker for declining, modifying or discontinuing an unlawful, unauthorized, unsafe or professionally inappropriate Service.

### 3. Accessibility, service animals and support persons

- (a) NYJR will provide accessible Platform and support processes as required by applicable law.
- (b) You must identify functional needs reasonably relevant to the Booking and cooperate in arranging appropriate communication or accessibility supports. NYJR will collect only the functional information reasonably necessary for the applicable purpose and will not require a diagnosis where functional information is sufficient.
- (c) A support person, service animal or person providing accessibility assistance does not by itself acquire authority to accept these Terms, control an account, access PHI or make treatment, privacy or substitute decision-making decisions.
- (d) An inaccessible Platform or digital step will not automatically be treated as abandonment, refusal or non-cooperation where a suitable accessible or assisted alternative can reasonably be provided.

## 10. Profession-Specific Client Boundaries

### 1. General professional and Service boundaries

- (a) A Worker's profile, title, registration, licence, category, badge or prior Booking does not establish authority, competence or eligibility for every Service. The applicable Service Catalogue entry, Accepted Booking Disclosure, current professional or registration status, terms, conditions and limitations, individual competence, insurance, legal authority and facts of the Booking determine whether a Service may proceed.
- (b) A Client request, Care Recipient request, family instruction, Platform label, Booking description or Service Catalogue entry is not an order, directive, delegation, prescription or other independent source of professional authority.

### 2. Nursing Services

- (a) Only a nurse holding a current General Class certificate as an RN or RPN, or a current Extended Class certificate as an NP, may be enabled for ordinary nursing Services through the Platform. A nurse in another registration class is not eligible unless NYR has separately approved the applicable legal, professional, setting, supervision, insurance and Service-specific requirements.
- (b) An RN, RPN or NP remains responsible for professional judgment, assessment, scope, competence, consent, capacity, documentation, medication, follow-up, referral, emergency action and direct reporting. Where a controlled act is involved, the nurse must identify and document the applicable independent authority, lawful initiation, order specific to the Care Recipient, directive, delegation, emergency authority or statutory exception.
- (c) RPN prescribing is not permitted through NYR. A Temporary Class RN and an RN without current CNO prescribing authorization cannot prescribe through the Platform.
- (d) RN prescribing is not enabled at launch and may be enabled only for an eligible General Class RN with current CNO prescribing authorization, for a permitted medication and purpose and through an approved Service workflow addressing the practice setting, competence, assessment and diagnosis-for-prescribing basis, consent, prescription security, pharmacy choice, monitoring, follow-up and Professional Records.
- (e) NP prescribing, diagnostic testing, results management and other specialized nursing Services may be enabled only where the NP has current authority and competence and NYR has approved the applicable assessment, communication, escalation, follow-up, documentation and closure workflow. The fact that an RN or NP is professionally authorized to perform an activity does not establish that the activity is enabled through NYR or lawfully chargeable as a private-pay Service.
- (f) Controlled-substance prescribing, diagnostic ordering and results functionality, virtual care and other higher-risk nursing modules are disabled unless expressly enabled in the Service Catalogue following separate legal, professional, privacy, technical, continuity and insurance approval.
- (g) NYR does not guarantee a prescription, diagnosis, test, referral, pharmacy fulfilment, medication supply, reimbursement or clinical outcome. The Worker must preserve the Care Recipient's choice of pharmacy where applicable.

- (h) Do not ask NYJR or a Worker to place medication, diagnosis, prescription, treatment or other unnecessary clinical information in payment, support, rating or notification fields.

### **3. Registered Massage Therapy Services**

- (a) An RMT must independently assess whether Massage Therapy is indicated and within the RMT's competence, establish an appropriate treatment plan and obtain informed consent before assessment or treatment and whenever the nature, area, purpose, risk or treatment plan materially changes.
- (b) Booking acceptance, payment, an Account Holder's instruction or a general Platform checkbox does not replace the RMT's consent discussion and documentation.
- (c) Treatment of a sensitive area must be clinically indicated and supported by the specific consent and documentation required by current CMTO requirements and an approved Platform workflow.
- (d) Written informed consent is required before each assessment or treatment of the upper inner thighs, chest-wall muscles or breasts. Assessment or treatment of a breast must be requested by the Care Recipient and clinically indicated.
- (e) Written informed consent for assessment or treatment of the buttocks may be obtained once for the applicable treatment plan, with verbal confirmation before each assessment or treatment, subject to current CMTO requirements.
- (f) The RMT must honour a withdrawal of consent immediately and maintain appropriate draping, physical privacy, sanitation, infection-prevention practices and professional boundaries. You must not request sexualized conduct, treatment without required consent, hidden recording or another activity inconsistent with professional requirements.
- (g) Audio recording, video recording, photography, transcription or ambient documentation is not enabled during an RMT Service unless NYJR has separately approved the specific workflow and all applicable consent, privacy, security and Professional Record requirements are satisfied. The RMT may require recording devices in the treatment area to be disabled.
- (h) At launch, NYJR does not display public star ratings, testimonials, comparative claims or rating-derived badges for RMTs. Internal feedback may be used for proportionate safety, complaint and marketplace review.
- (i) Acupuncture, manual lymph drainage, lymphedema treatment and another specialty RMT Service are disabled unless NYJR has verified the applicable professional authorization or qualification, competence, insurance and Service-specific workflow and has expressly enabled the Service in the Service Catalogue.

### **4. Personal Support Worker Services**

- (a) Only a PSW currently registered with HSCPOA may claim HSCPOA registration. Any claim of HSCPOA registration must remain consistent with the current Public Register.
- (b) HSCPOA registration does not create a universal scope of practice, establish competence for every task, authorize a controlled act, determine employment status or determine whether the PSW or another person is a HIC.

- (c) A PSW must assess task-specific education, training, competence, capability, insurance, Platform eligibility and legal authority. The PSW must obtain clarification, additional instructions, training, collaboration, supervision, delegation or another provider where required.
- (d) A Client, Care Recipient, family member, Payer, Booking description or Service label cannot create a professional delegation or authorize an unlawful task.
- (e) A controlled-act-related task may be provided by a PSW only where:
  - i. the task is not a controlled act;
  - ii. the specific facts satisfy an applicable statutory exception;
  - iii. the task is supported by a valid delegation meeting all applicable conditions; or
  - iv. another lawful authority expressly applies,
- (f) and, in every case, the exact task is enabled in the Service Catalogue and the PSW has the required competence, instructions, supervision, consent, documentation and insurance.
- (g) Where delegation is required, the applicable authority must identify the delegating professional, Care Recipient, controlled act, scope, conditions, duration, supervision, safeguards and any change, expiry or revocation. A routine-activity label or checkbox is not a substitute for a fact-specific statutory-exception or delegation analysis.
- (h) Medication assistance may be provided only where the exact task is enabled, within the PSW's competence and legal authority and supported by the required instructions, delegation or statutory exception. A PSW must not prescribe, alter or transport medication between locations.
- (i) Client purchases, cash withdrawals, access to banking credentials, commingling of money and expense reimbursement are disabled unless NYJR later implements and approves a specific financial-control workflow.
- (j) You must not request or pressure a PSW to accept an improper gift, become a beneficiary, prepare or witness a will or legal document, act as an attorney or substitute decision-maker, borrow or lend money, enter a prohibited financial transaction or assume a personal, sexual, family or financial role that creates exploitation, conflict or boundary risk.

## 11. Professional Records, Privacy Roles and Requests

### 1. Record-specific roles

- (a) The legal role of a Worker, NYJR and any other person or organization is determined separately for each record, purpose, function and event.
- (b) A Worker may be a HIC for a Professional Record, may act as another HIC's agent or may occupy another lawful role.
- (c) NYJR may act independently for its own account, matching, marketplace, payment, verification, support, complaint, safety, security, fraud, tax, legal and compliance records. For defined Professional Record functions, NYJR may act as an agent, electronic service provider, technology provider or other service provider.

- (d) The applicable authorization, configured function, custody or control and law determine the role. Hosting, storing, transmitting or administering access to information does not by itself determine custody or control.

## **2. Separate and mixed records**

- (a) A Booking may generate separate:
  - Client- or Care Recipient-supplied information;
  - Worker- or HIC-controlled Professional Records; and
  - NYJR administrative, matching, verification, payment, complaint, safety, security, fraud, tax, technical, legal and compliance records.
- (b) Source, authorship, custody or control, legal role, purpose and lawful access route must remain distinguishable.
- (c) Information does not become available to every person or for every purpose merely because it is stored or transmitted through the same Platform or technical environment.

## **3. Professional-record integrity**

- (a) You must not direct, request or pressure a Worker or NYJR to pre-chart, alter, overwrite, backdate, conceal, delete or rewrite a Professional Record because a Booking is cancelled, refunded, disputed, subject to a complaint or considered embarrassing.
- (b) Corrections, late entries and addenda must preserve the original entry and identify the responsible author, date, time and reason for the change.
- (c) A refund, payment dispute, account closure or other Platform event does not erase or reduce lawful Professional Record, evidence-preservation or reporting obligations.

## **4. Access, correction and complaints**

- (a) A request may concern information controlled by NYJR, a Professional Record controlled by a Worker or HIC, or both.
- (b) NYJR may authenticate the requester, verify the asserted authority and purpose, record the routing and coordinate a response within NYJR's role.
- (c) Routing a request does not determine the requester's entitlement or the substantive outcome. The responsible Worker, HIC or other record holder remains responsible for decisions within that person's role. NYJR remains responsible for records and decisions within its own control.
- (d) Account access, payment status, family relationship or Representative status for one purpose does not by itself establish authority to receive every Professional Record or item of PHI.

## **5. Retention, continuity, departure and shutdown**

- (a) Retention depends on the responsible record holder, profession, record type, Service date, Care Recipient's age, applicable limitation period, legal hold and other requirements of applicable law. These Terms do not establish one universal retention period for every record.
- (b) Ordinary in-app access may end or change when a Booking or account relationship ends. Account closure, Worker departure or Platform discontinuation does not authorize deletion or alteration of a

Professional Record or eliminate applicable access, correction, retention, production or continuity obligations.

- (c) NYJR will support a lawful route for requests concerning Professional Records made available through the Platform, subject to authentication, applicable law, legal holds, security requirements and the rights of other persons.
- (d) Professional Records and mandatory legal productions will not be withheld solely because of a payment, fee, refund, indemnity or other Platform dispute.

## **12. Privacy, Confidentiality and Secure Platform Use**

### **1. Privacy Policy and minimum-necessary use**

- (a) NYJR processes personal information as described in the current Privacy Policy and applicable contextual notices.
- (b) You may access, use, copy, retain and disclose information only for an authorized purpose connected with an account, Booking, payment, Representative role or Care Recipient and only to the minimum extent reasonably necessary for that purpose.
- (c) Do not search, view, copy, retain, use or disclose information out of curiosity or for an unrelated personal, commercial or other purpose.

### **2. Health-card and insurance boundary**

- (a) Do not request, collect, photograph, upload or enter an Ontario health-card number or health-card image for an ordinary NYJR private-pay Booking.
- (b) If health-card information is received accidentally, stop using it, do not further copy or disclose it except through an approved privacy, security or legal-response process, and promptly report it through NYJR's privacy channel. NYJR may isolate, restrict, retain or securely delete the information according to the applicable legal, privacy, security and evidence-preservation requirements.
- (c) At launch, NYJR does not submit OHIP or private-insurance claims, collect insurer-portal credentials, determine coverage or guarantee reimbursement.
- (d) NYJR may provide or administer a receipt that accurately identifies the applicable transaction, actual Service provider or approved corporation, Service, date, amounts, taxes and professional identifier where required. A receipt does not represent or guarantee insurance, benefit-plan, tax-credit or other third-party eligibility or reimbursement.
- (e) Do not place diagnoses, medications, symptoms, treatment details, Professional Records, health-card information or unnecessary Care Recipient identifiers in payment metadata, refund reasons, chargeback materials, ordinary support tickets, email subject lines, SMS messages, push notifications, ratings or another channel not approved for PHI, except where minimum-necessary information is lawfully required.

### **3. No unapproved recording, AI or external storage**

- (a) Do not record, photograph, transcribe, livestream, take screenshots of or otherwise capture a Worker, Care Recipient, Service, PHI or Professional Record unless the specific activity and workflow are expressly approved, lawful and supported by all required notice, authority and consent.
- (b) Do not upload, enter, copy or disclose PHI or a Professional Record through an unapproved generative-AI, transcription, analytics, keyboard-assistant, screenshot-analysis, note-taking, personal cloud-storage, consumer communication or other external tool, including a device-integrated feature.
- (c) Any approved recording, transcription or AI-assisted feature remains subject to applicable notice, authority, consent, privacy, security and Professional Record requirements.

#### **4. Worker and Care Recipient privacy**

- (a) Do not publish, sell, scrape, profile, track or otherwise misuse Worker identity, location, contact information, credentials, images, communications or Booking information.
- (b) Do not use information obtained through an account or Booking to harass, threaten, discriminate against, improperly solicit, monitor or attempt to locate a Worker outside the authorized purpose.
- (c) You must also protect the privacy of the Care Recipient, household members and other persons whose information becomes available through a Booking. Account control, payment authority, family relationship or physical presence at the Service location does not create an unrestricted right to access, record or disclose another person's information.

#### **5. Legal demands and third-party requests**

- (a) Promptly route a subpoena, court order, insurer request, police request, regulator request or other legal demand seeking information controlled by NYZR, a Worker, a HIC or another record holder to NYZR or the responsible record holder, unless applicable law requires an immediate direct response or prohibits notice.
- (b) Do not make a disclosure, admission, notification or response on behalf of NYZR, a Worker, a HIC or another person unless you have lawful authority to do so.
- (c) NYZR and the responsible Worker, HIC or other record holder may:
  - authenticate the requester and validate the asserted authority;
  - determine the relevant custody or control;
  - preserve privilege, confidentiality and third-party rights;
  - limit disclosure to the information lawfully required;
  - preserve and log the request and response; and
  - notify affected persons where permitted or required by law.
- (d) Nothing in this section prevents you from obtaining legal advice, preserving your own records, making a lawful or protected report or complying with an obligation that applies directly to you.

### **13. Emergencies, Serious Events and Direct Reporting**

#### **1. Emergency action**

- (a) NYZR is not an emergency response, clinical-triage or dispatch service.

- (b) In an emergency, call 911 or contact emergency services, police, public health or another appropriate responder without waiting for NYJR.
- (c) Do not rely on in-app support, messaging, Booking, complaint or other Platform processes for urgent clinical assessment or emergency response.

## **2. Serious events and immediate safety**

- (a) Where a death, suspected abuse or neglect, violence, serious injury, material safety event, privacy incident or other serious event occurs, immediate safety, emergency action and direct statutory or professional reporting take priority over NYJR's internal processes.
- (b) Report the event to NYJR as soon as reasonably practicable after any immediate action that cannot safely be delayed.
- (c) NYJR may support containment, Care Recipient safety, evidence preservation, privacy response, complaint handling, rebooking, payment remediation and legal or regulatory response within NYJR's role. Reporting an event to NYJR does not replace a report or other action that applicable law or professional duty requires to be made directly.

## **3. Direct reporting**

- (a) A Worker remains responsible for any direct professional or statutory report or disclosure required or permitted within the Worker's role. NYJR approval and Client permission are not required.
- (b) NYJR may make any report or disclosure required or permitted by applicable law within NYJR's role.
- (c) You must not obstruct, delay or require completion of an NYJR complaint, investigation or dispute process before a Worker or NYJR takes direct action that is authorized or required by law or professional duty.
- (d) No person may make a report, notification, admission or disclosure on behalf of another person or organization unless legally authorized to do so.

## **4. Evidence and non-retaliation**

- (a) You must preserve relevant information and evidence within your possession or control and must not delete, alter, overwrite, conceal, destroy or manufacture information after an emergency, death, suspected abuse or neglect, serious safety event, complaint, privacy incident, suspected fraud, regulatory request, legal demand or legal hold.
- (b) You must not pressure another person to omit, delay, withdraw or change a lawful report or statement.
- (c) Do not retaliate against a Care Recipient, Worker or other person for:
  - raising a good-faith safety, privacy, human-rights, professional or legal concern;
  - refusing or withdrawing from an unsafe, unlawful or unauthorized act;
  - making or considering a lawful or protected report;
  - participating in an investigation or legal process; or
  - exercising a non-waivable right.

## 14. Location, Feedback, Ratings and Automated Systems

### 1. Location and visit status

- (a) Where the feature is enabled and disclosed, the Platform may collect Worker location for proximity-based matching, Booking coordination or a Worker-initiated safety function. A Client will not receive the Worker's precise location. Client visibility is limited to configured Booking-progress information, such as estimated time of arrival, progress status and estimated distance.
- (b) Client visibility begins only when the applicable disclosed state is activated and ends when that state or the Booking ends.
- (c) Any post-Booking retention of location or visit-status information must be limited to a legitimate safety, complaint, dispute, fraud, payment, security, compliance or legal purpose and the applicable retention period.
- (d) Location, routing and status information shown through the Platform or sent by email, SMS or push notification must not contain clinical details, protected-ground information or unnecessary household, accessibility or safety information.
- (e) You must not use location or visit-status information to track, monitor, confront, harass, solicit or contact a Worker outside the authorized Booking or safety purpose.

### 2. Feedback and professional advertising limits

- (a) NYJR may collect feedback for defined safety, complaint, Service-administration, fraud-prevention and quality-review purposes.
- (b) Feedback should be submitted in good faith and must be relevant, respectful and free of unnecessary PHI, discriminatory content, threats, extortion, impersonation or knowingly false or fabricated information.
- (c) A complaint, low rating, refund request or other item of feedback is an allegation or information source. It is not conclusive evidence of professional quality, fault, misconduct or legal breach.
- (d) Where ratings are enabled for a Worker category, a rating may be used or shown only in the manner disclosed for that Worker category and Booking state.
- (e) At launch, NYJR will not display public star ratings, testimonials, comparative claims, "top," "best," "preferred," "five-star" or rating-derived badges for nurses or RMTs on profiles, search results or promotional pages.
- (f) After a Worker accepts a Booking, NYJR may display that Worker's aggregate star rating to the applicable Client. At launch, where a Worker's aggregate star rating is below 3.5, NYJR may provide the Client with an additional 10-minute period to cancel the Booking without penalty after the Worker begins travelling to the Booking. NYJR may modify the applicable rating threshold, cancellation period or triggering Platform state prospectively, subject to any applicable disclosure or acceptance requirements.
- (g) Internal feedback may be used for legitimate safety, complaint, Service-administration, fraud-prevention and quality-review purposes, subject to appropriate safeguards.

### **3. Automated systems and human review**

- (a) At launch, NYZR will not make an undisclosed final material adverse Client decision solely through automated processing.
- (b) Automated technical rules may block a clearly invalid login, failed or invalid payment credential, duplicate account, prohibited transaction or comparable low-discretion security, payment or account-integrity event.
- (c) An algorithm, score, model or automated rule may assist matching, fraud detection, payment administration, security, safety or review but must not make an undisclosed final material adverse decision concerning:
  - permanent account suspension or termination;
  - a material refund or payment denial;
  - a final fraud, misconduct or fault finding; or
  - another comparable consequential restriction, without a meaningful correction or human-review route.
- (d) NYZR may impose an urgent temporary restriction where reasonably necessary to protect a person, preserve evidence, prevent fraud or contain an immediate privacy, security, payment or legal risk.
- (e) An urgent temporary restriction must be no broader or longer than reasonably necessary and must be reviewed promptly. A permanent or extended restriction remains subject to appropriate notice, disclosure of the material reason where reasonably possible, an opportunity to respond and human review, except where applicable law or immediate safety requires a different process.

## **15. Fees, Payments, Taxes and Receipts**

### **1. Price disclosure and no hidden mandatory fees**

- (a) Before you accept a Booking, NYZR will disclose the total price or the method of calculating it, including each mandatory non-government charge, applicable taxes, cancellation terms and other information required by applicable law.
- (b) A fixed mandatory charge will not be added after an advertised or displayed price unless the charge is imposed by law.
- (c) You will have an express opportunity to accept or decline the transaction and correct material errors before completing it.

### **2. Payment provider**

At launch, NYZR uses Stripe and applicable Stripe services to process payment authorizations, charges and refunds. Stripe may process payment and transaction information under its applicable terms and privacy notice.

### **3. Payment authorization and capture**

- (a) You represent that you are authorized to use each payment method you provide and, where the Payer is another person, that the Payer has authorized its use for the applicable Booking, including the disclosed charges, adjustments and refunds. You authorize NYZR and its payment provider to process the payment instructions presented for the Booking.
- (b) NYZR or its payment provider may place a disclosed pre-authorization, capture payment at the disclosed transaction state, process an authorized adjustment or reverse an amount as permitted by the Accepted Booking Disclosure, these Terms and applicable law.

#### **4. Taxes and receipts**

- (a) Taxes depend on the actual supplier, recipient, Service, Platform component, place of supply and any applicable exemption or registration. The checkout and receipt will identify the taxes charged without representing that every healthcare-related Service is exempt.
- (b) Tips are not available through the Platform.
- (c) The receipt will identify, as applicable, the supplier or approved corporation, Service, any separately disclosed Platform charge or mandatory fee, taxes, refund, credit and relevant professional identifier.
- (d) The Client is responsible for obtaining independent tax or insurance advice. Neither NYZR nor a Worker guarantees reimbursement, deductibility, benefit eligibility or acceptance of a receipt by an insurer, benefit plan or government authority. NYZR may provide receipts or supporting documentation that may assist with private-insurance reimbursement, but does not guarantee that any Service, provider or expense will be covered or reimbursed by an insurer or benefit plan.

## **16.Cancellation, Refunds, Chargebacks and Attendance**

### **1. Booking-specific cancellation terms**

- (a) The Accepted Booking Disclosure governs ordinary cancellation, no-show, rebooking, refund and credit terms and identifies the applicable states, including cancellation before Worker acceptance, after acceptance, after the Worker begins travel, during the Service, and a no-show by the Client or the Worker.
- (b) The applicable cancellation and no-show rules and potential charges will be disclosed before the Booking is accepted.
- (c) Where you initiate a cancellation through the Platform, the Platform will show the applicable charge before the cancellation is confirmed where reasonably practicable.
- (d) A no-show determination and any resulting charge, refund or credit will be communicated after the relevant Booking facts are reviewed.
- (e) A cancellation or no-show charge does not automatically apply where the event results from Worker unavailability, lawful professional refusal or withdrawal, missing consent or authority, an unsafe condition, an accessibility barrier that cannot reasonably be addressed, a material Platform error, an unlawful request or another circumstance for which charging the Client would be inappropriate or prohibited.

## **2. Service interruption and protected withdrawal**

- (a) A Worker may pause, modify or stop a Service for professional, consent, competence, safety, public-health, privacy or legal reasons.
- (b) NYJR may review the circumstances, preserve relevant records, support immediate safety and continuity, rebook the Service, provide a refund or credit, or apply a properly disclosed lawful charge as appropriate.
- (c) You must not use payment, ratings, complaints, retaliation or threats to pressure a Worker to continue an unlawful, unauthorized or unsafe Service.

## **3. Refunds, credits and payment disputes**

- (a) Refunds, credits and adjustments are determined under the Accepted Booking Disclosure, applicable consumer law and the facts of the Booking.
- (b) A refund, credit, chargeback or payment reversal does not erase or alter a Professional Record, safety record, consent record or complaint evidence and does not by itself establish Worker fault, misconduct or professional breach.
- (c) For an ordinary payment dispute, contact NYJR first where reasonably practicable so that NYJR can investigate and attempt to resolve the issue.
- (d) Contacting NYJR first is not a condition to exercising a non-waivable payment, consumer or card-network right.

## **4. No forfeiture from delayed reporting**

- (a) Report an ordinary Booking, payment or support issue to NYJR within 48 hours where reasonably possible so that NYJR can preserve relevant evidence and investigate promptly. The 48-hour period is not a limitation period and does not limit any non-waivable right.
- (b) NYJR will continue to review a later report based on its seriousness, the available evidence, applicable legal duties and any continuing risk.

# **17.Complaints, Investigations and Account Fairness**

## **1. Reporting channels**

- (a) Use the in-app reporting flow or the contact channels below for a complaint, Service concern, accessibility request, safety issue, suspected fraud, privacy incident, refund request or other support matter.
- (b) Contact emergency, regulatory or other competent authorities directly where urgency, safety or applicable law requires.

## **2. Allegations, temporary restrictions and review**

- (a) NYZR distinguishes among an allegation, complaint, charge, investigation, temporary restriction and substantiated finding.
- (b) A complaint, low rating, refund request, chargeback or investigation is an information source or allegation and is not by itself a substantiated finding of fault, misconduct or legal breach.
- (c) NYZR may impose an urgent temporary restriction on an account, Booking, Service or Platform feature where reasonably necessary to protect a person, preserve evidence, prevent fraud, respond to a material eligibility or status change, address a credible payment or chargeback risk, comply with applicable law or contain a privacy or security incident.
- (d) A temporary restriction must be no broader or longer than reasonably necessary and must be reviewed promptly.
- (e) Except where immediate action or withholding of information is reasonably necessary because of law, safety, security, privilege or the integrity of an investigation, NYZR will provide proportionate notice, the material basis reasonably capable of disclosure and a reasonable opportunity to correct inaccurate information or respond.
- (f) A permanent or extended account suspension or comparable consequential decision will receive proportionate human review, except where applicable law or immediate safety requires a different process. An issue affecting one Booking or Service will not automatically establish broader ineligibility unless the facts, demonstrated risk or applicable law require it.
- (g) NYZR may preserve confidentiality or withhold information where reasonably necessary to protect another person, privilege, an investigation, safety, professional obligations or law-enforcement integrity.

### **3. Direct complaints and protected routes**

Nothing in these Terms requires completion of the NYZR complaint process before you make a lawful report or contact a competent authority. A lawful report or protected disclosure will not be treated as a contractual breach or adverse factor merely because NYZR was not contacted first.

## **18. Electronic Communications and Marketing**

### **1. Service and transactional communications**

- (a) NYZR may send account, authentication, Booking, safety, payment, receipt, legal and other service communications reasonably necessary to operate the Platform, administer your account or complete a transaction.
- (b) Depending on the message, channel and applicable law, these communications may be sent because they are requested, necessary to perform the contract, required by law or otherwise permitted.
- (c) Disabling or blocking a communication channel may prevent use of a feature where that channel is reasonably necessary. NYZR will provide an accessible alternative where required by applicable law and reasonably available.

### **2. Marketing communications**

- (a) Marketing consent is separate from acceptance of these Terms and from receiving necessary service communications.
- (b) NYZR will send marketing electronic messages only with consent or another lawful basis, where required by applicable law. Each marketing message will identify the sender and provide a functioning unsubscribe mechanism as required by applicable law.
- (c) An unsubscribe request applies to marketing communications and does not stop account, Booking, receipt, safety, legal or other service communications that are necessary or otherwise permitted by applicable law.

### **3. Push notifications and software permissions**

- (a) Device permissions, push notifications, cookies, analytics and any software installation are governed by applicable law, the Privacy Policy, any applicable Cookie and Tracking Notice, your device settings and applicable contextual notices.
- (b) NYZR will obtain any separate consent required for a non-essential permission, tracking technology or software installation.
- (c) Refusing or withdrawing a non-essential permission will not be treated as consent to another purpose, although the related optional feature may not function.

## **19.Account Suspension, Closure and Platform Availability**

### **1. Client account closure**

- (a) You may request account closure through the Platform or the contact channels below.
- (b) Closure does not by itself cancel a Booking, reverse a lawful charge, determine a complaint, destroy a Professional Record or eliminate a legal hold, retention duty or other surviving obligation.
- (c) NYZR will address active Bookings, access, records, refunds and account information according to the Privacy Policy, applicable law and the responsible record holder's duties.

### **2. NYZR restriction or termination**

- (a) NYZR may restrict, suspend or terminate an account for material breach, fraud, impersonation, unauthorized access, abusive or dangerous conduct, repeated misuse, unlawful instructions, payment abuse, a privacy or security risk, a legal requirement or another material reason reasonably related to safety, security, legal compliance or Platform integrity.
- (b) NYZR will provide any notice, reasons, opportunity to respond, reconsideration or reinstatement required by these Terms or applicable law.
- (c) NYZR may preserve or provide limited access needed for a privacy request, complaint, Professional Record, legal demand or another lawful purpose after ordinary account access ends.

### **3. Platform availability**

- (a) NYJR may maintain, change, suspend or discontinue Platform functionality.
- (b) NYJR does not guarantee uninterrupted or error-free operation but will use reasonable safeguards and continuity measures appropriate to its role and comply with applicable accessibility obligations.
- (c) An outage does not authorize unsafe Service delivery, off-Platform transmission of PHI, informal substitution or deletion of records.

## **20. Acceptable Use and Intellectual Property**

### **1. Acceptable use**

- (a) Do not scrape, reverse engineer, probe, bypass, interfere with or misuse the Platform or its authentication, payment, matching, safety or access controls.
- (b) Do not upload malware, unlawful content, false authority documents, discriminatory instructions, unauthorized recordings, another person's credentials or information you have no authority to provide.
- (c) Do not use Client, Care Recipient or Worker information to build a competing database, improperly solicit, harass, profile or evade lawful Platform charges or restrictions.
- (d) Do not copy, sell, license or commercially exploit Platform content, branding, templates or confidential materials except as expressly permitted.

### **2. NYJR materials and Client content**

- (a) NYJR and its licensors own the Platform, software, branding, templates and other NYJR materials.
- (b) You retain any rights you lawfully hold in information or content you provide, subject to the limited rights NYJR and its providers require to operate, secure and support the Platform and comply with applicable law.
- (c) You represent that you are lawfully permitted to provide any information you submit about another person, whether through that person's consent, valid Representative authority or another basis permitted by law.
- (d) You must not use intellectual-property rights to obstruct lawful records, evidence preservation, access, correction or regulatory production.

### **3. Feedback**

- (a) If you voluntarily provide product feedback that does not contain PHI, confidential information or another person's protected content, NYJR may use it to evaluate and improve the Platform without an obligation to compensate you.
- (b) Feedback does not authorize broader use of Booking information or Professional Records.

## 21. Responsibility, Disclaimers and Liability

### 1. Professional Services

- (a) The Worker is responsible for the Services the Worker personally provides, including professional judgment, competence, consent, documentation and conduct.
- (b) NYJR does not guarantee a particular clinical or personal outcome and does not independently make the Worker's professional decisions.
- (c) These role boundaries do not exclude or predetermine any duty or liability that applicable law places on NYJR, a Worker or another person based on the actual facts.

### 2. NYJR responsibilities

NYJR remains responsible for its obligations under these Terms and for any responsibility that cannot lawfully be excluded or limited. Credential verification, profile information and Platform controls may reduce risk but do not constitute an absolute guarantee of identity, suitability, continuing status or performance.

### 3. Limitation of liability

- (a) To the maximum extent permitted by law, NYJR is not liable for indirect, incidental, special, exemplary or consequential economic loss.
- (b) Subject to the exclusions below, NYJR's aggregate liability arising from or relating to the Client's account, use of the Platform or Bookings, whether in contract, tort, negligence, statute or otherwise, is limited to the total amount paid through the Platform by the Client during the 12 months preceding the event or circumstances giving rise to the claim.
- (c) The exclusions and cap above do not apply to:
  - liability that cannot lawfully be excluded or limited, including a remedy preserved by applicable consumer law;
  - fraud or wilful misconduct by NYJR; or
  - death or personal injury caused by NYJR's negligence.
- (d) The exclusions and limitations in this Section also apply for the benefit of NYJR's directors, officers and employees, and their aggregate liability together with NYJR will not exceed the applicable cap.

### 4. Client responsibility and narrow indemnity

- (a) You are responsible for your own unlawful use of the Platform, intentional misrepresentation of authority, infringement of another person's rights, prohibited recording or disclosure, fraud, violence or deliberate request for an unlawful act.
- (b) To the extent permitted by law, you will indemnify NYJR against a third-party claim directly caused by that conduct, except to the extent the claim results from NYJR's own negligence, misconduct, breach or non-waivable duty.

- (c) This provision does not require a consumer to indemnify NYJR for ordinary use of the Platform or a good-faith complaint, report or exercise of a legal right.

## 22. Dispute Resolution, Consumer and Regulatory Rights

### 1. Informal notice

- (a) Before starting an ordinary civil proceeding, either party may send a written notice describing the dispute and requested resolution. NYJR will use reasonable efforts to acknowledge and review a Client notice.
- (b) This informal step is intended to support resolution but does not delay urgent relief, suspend or extend a limitation period, or require a Client to delay a non-waivable complaint, regulatory route or court proceeding.

### 2. Optional mediation

After a dispute arises, the parties may agree in writing to non-binding mediation with a mutually agreed mediator. The parties will agree on the process and allocation of mediation costs at that time.

### 3. Ontario law and courts

These Terms are governed by the laws of Ontario and the federal laws of Canada applicable in Ontario. Subject to non-waivable consumer rights and any mandatory statutory forum or jurisdiction rule, the parties attorn to the courts of Ontario.

### 4. Consumer rights

Nothing in these Terms limits or varies a right or remedy that cannot lawfully be waived under applicable consumer law. Applicable consumer law prevails over any inconsistent term.

### 5. Direct and non-waivable routes

Nothing in these Terms prevents urgent injunctive or interim relief, a complaint or report to a competent authority, or compliance with a mandatory reporting duty. No confidentiality obligation, notice requirement, mediation process, account restriction or internal review may delay or replace a direct right or duty that cannot lawfully be waived.

## 23. General Provisions

### 1. Notices

NYJR may provide notices through the Platform, the email address or telephone number associated with the account or another method permitted by law. You must keep your contact information current. A notice that materially changes the agreement is subject to the Changes and re-acceptance provisions in Section 1.

### 2. Assignment

You must not transfer an account, Booking, payment credential or Representative role to another person. NYJR may assign these Terms as part of a merger, financing, reorganization, sale or transfer of the Platform or relevant business, subject to applicable privacy, consumer and continuity requirements and without reducing non-waivable rights.

### **3. No waiver**

A failure or delay in enforcing a provision is not a waiver. A waiver must be express and applies only to the particular circumstance stated.

### **4. Severability and interpretation**

If a provision is invalid or unenforceable, it will be read down or severed to the minimum extent necessary. The remaining provisions continue. Headings assist navigation and do not limit meaning. “Including” means including without limitation. An ambiguity is interpreted consistently with applicable consumer law and the accepted transaction evidence.

### **5. Entire agreement and survival**

These Terms, the Accepted Booking Disclosure and only those companion documents validly incorporated in accordance with Section 1 form the Client agreement for their respective subject matter. Privacy, confidentiality, records, payment adjustments, complaints, evidence preservation, intellectual property, liability, dispute and other provisions that by their nature must continue to survive account closure or completion of a Booking.

## **24.Contact**

Operational, account, Booking and accessibility questions: [info@nyjrapp.com](mailto:info@nyjrapp.com).  
 Privacy, access, correction and privacy-incident questions: [privacy@nyjrapp.com](mailto:privacy@nyjrapp.com).  
 Legal notices and dispute notices: [legal@nyjrapp.com](mailto:legal@nyjrapp.com).

For an emergency, contact 911 or the appropriate emergency responder. Do not rely on the Platform for urgent assistance.