

## **TERMS AND CONDITIONS**

By completing and submitting this Authorized Agent Screening Application to the Canadian Caregivers Association, you represent and warrant to the Canadian Caregivers Association that you have read and approve of the Terms and Conditions written hereunder:

**SERVICES PROVIDED:** Canadian Caregivers Association agrees to screen the applicant and its capability to meet the CCA standards concerning client screening, employment standards and follow-up services, as requested by the Applicant. Canadian Caregivers Association will use its best efforts to deliver the Applicant Report in an expeditious manner, however, Canadian Caregivers Association shall have no obligation or liability to the Applicant for any delay or failure to deliver the Applicant Report caused by the parties providing data or information to Canadian Caregivers Association, or by any other third-party.

**DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The Applicant Report created by Canadian Caregivers Association is the result of information received by the applicant and other contributors that are not under the control of Canadian Caregivers Association. Responsibility for the accuracy of the information provided in the Authorized Agent Screening Application rests solely in the Applicant. The Applicant is aware that the finding of any deliberate false information will result in the immediate termination of the CCA's screening procedure of its Agent Status. In that case, the Authorized Agent Screening Application Fee will not be reimbursed.

**DURATION:** The Approved Agent Status will be valid for 1 year from date of issue. The Applicant will be notified that a new screening process will be required if the Applicant wishes to keep its Agent Status.

**PAYMENT REQUIREMENTS:** The applicant agrees to pay Canadian Caregivers Association the applicable charge for the service rendered to the applicant as specified by Canadian Caregivers Association (CAD 395). This fee is subject to change if the Applicant contacts Canadian Caregivers Association and is able to prove its absolute inability to pay the requested fee, on which Canadian Caregivers Association will assess the financial status of the applicant and offer a discounted fee of CAD 195 if applicable. If the Applicant fails to get its Agent Status approved and wants to re-apply after having improved its limitations, the Applicant can do so for a discounted fee of CAD 195, under the condition that the applicant still represents the same company as before. Therefore, this discounted fee is only obtainable if (a) the application is the same as before, except for the factors that needed to be improved, (b) only the name of the company has changed. The Applicant agrees to pay the applicable charge in advance and is aware that any application without the proof of payment will not be processed.

**ARBITRATION:** This agreement is governed by the laws of the Province of Ontario and exclusive venue for any dispute arising out of this agreement shall be in a court in the City of Toronto, Ontario, Canada. By consent of the parties, no other court or tribunal in this country or in any other country shall have jurisdiction relative to any dispute arising out of this agreement. In the event a dispute arises with respect to this agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

**CANCELLATION:** The applicant can cancel the Authorized Agent Screening procedure at any time by sending notification in writing. The Authorized Agent Screening Fee will not be refunded.