

Email: <u>contact@cadcow.com</u> Website: <u>www.cadcow.com</u> Phone: +1 647 243 3003 Toronto, Ontario, Canada

User Agreement: Terms and conditions for Professional Service providers

[Grab a coffee, you're gonna need it!]



USER AGREEMENT: TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

IMPORTANT: Please carefully read these terms and conditions as they form a binding legal agreement between you and CAD COW Inc.!

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This User Agreement (this "**Agreement**") is made and entered into by CAD COW Inc. ("**CAD COW**") and you, the Professional Services Provider (the "**Professional**"), as named below.

THE PARTIES HEREBY AGREE, in consideration of the promises, rights and obligations contained by this Agreement, as follows:

1. Overview

CAD COW provides an online marketplace connecting professional service providers ("**Professionals**") with other businesses seeking to receive Professional Services ("**Clients**") intended to be performed on a short-term basis, as independent contractors.

The Professional is an independent entity potentially providing non-exclusive Professional Services through the Platform.

The Professional wishes to use CAD COW's Platform to enter into one or more arrangements to provide Professional Services in one or more non-exclusive agreements for services with prospective Clients on a casual, and as-needed basis. The Professional must intend to use the Platform for the intended purposes set out in this Agreement.

This Agreement will apply as soon as the Professional signs up, accesses CADCOW.com or uses the Platform or Services.

Both the Professional and CAD COW intend that the relationship between the Professional and any Client will be as independent contractors.

The Professional waives and indemnifies CAD COW from any and all liability whatsoever that is not restricted from such waiver or indemnification by statute.

The Professional is not permitted to use the Service, if the Professional objects or does not agree to any of the terms and conditions pursuant to this Agreement.

The Professional will frequently review CAD COW's Terms and Conditions for Professional Service Providers to check for any changes.

2. Definitions

For the purposes of this Agreement the following capitalised terms have the meaning set out below (in alphabetical order).

- "**Sign-up**" means the signing up or registration process in which Professionals apply to CAD COW to use the Platform.
- "CAD COW", in reference to indemnifications, liability, limited liability, or releases of CAD COW, means not only CAD COW Inc., but also CAD "" officers, directors, employees, and agents.
- A "Client" means an individual or entity permitted to use CAD COW's Platform to seek and obtain Professional Services.
- The "Platform" means the online marketplace provided by CAD COW to Users.
- The "**Portfolio**" means the sample of the Professional's own work submitted to CAD COW including in the process of signing up to apply to use the Platform.
- The "**Professional**" means you, the user potentially providing Professional Services as a sole proprietor, incorporated or any other such entity.

- "Professional Services" means such professional services, including but not limited to architectural services, interior design services, Computer-Generated Imagery services, engineering services, marketing services, administrative services, or such other similar services, for which the Professional is duly qualified to provide, and any incidental or related services.
- An "**Engagement**" means an engagement of a Professional to perform Professional Services for a Client facilitated through the Platform.
- The "**Services**" means the services provided by CAD COW through the Platform and CAD COW's website https://cadcow.com including the provision of the use of the Platform and such other related services.
- "User" means a user of the Platform, including the Professional, professionals and any Clients.

3. Sign-up

Before using the Platform, the Professional represents that the Professional or any individual acting as agent or on behalf of the Professional is 18 years of age or older.

The Professional represents and warrants that all information submitted or provided by the Applicant during the Sign-up process is accurate and true. For certainty:

- All details provided by the Professional are accurate and complete;
- The Portfolio submitted by the applicant must be the Professional's own work;
- The photo submitted by the Professional in the Sign-up process must be the Professional's own image and likeness;
- The logo submitted by the Professional must exclusively belong to the Professional; and
- All of the materials submitted by the Professional in the Sign-up process to use the Platform
 or otherwise, must be legally submitted and compliant with any and all intellectual property
 or copyright laws.

The Professional is not permitted to have or sign up for multiple accounts. The Professional must not sign up through any computer program, software or 'bot'.

4. Relationships on the Platform

Relationships on the Platform between the Professional and Clients are intended to be professional, courteous and respectful.

In addition, relationships on the Platform are intended to be remote. As such, Users are precluded from meeting in person, however, CAD COW makes no representations or warranties concerning the prohibition of in-person meetings. Professionals are responsible for making sensible and safe decisions and ought to take all reasonable precautions necessary or appropriate in the use of an online platform. CAD COW makes no promises, assurances or representations or warranties of safety and accepts no liability arising from interactions on or incidental or to the Platform.

Relationships on the Platform between the Professional and Clients are intended to be as independent contractors. By using the Platform, the Professional agrees only to perform Professional Services as an independent contractor. The Professional must promptly advise CAD COW if the Platform is being used for any other type of relationship, including that of a principal and dependent contractor; or an employer and employee. CAD COW is not responsible for monitoring the day-to-day interactions or relationships between the Professional and any Client. CAD COW is not responsible for any improper use of its Platform or misclassification of any relationship.

5. Limited Licence

The Professional has signed up or may sign up to apply to CAD COW to be granted a 'limited licence' to use CAD COW's Platform.

CAD COW is free to refuse or accept any application to use its Platform provided that CAD COW adheres to applicable legislation. CAD COW is committed to complying with human rights legislation and will not discriminate based on the following protected grounds in the provision of services: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, pursuant to and defined by the Ontario *Human Rights Code*.

CAD COW can remove the Professional's access to the Platform and/or remove the 'limited licence', as set out in the termination provisions below.

Continued use of the Platform by the Professional is entirely contingent on the Professional adhering to the terms and conditions set out in this Agreement and such other terms and conditions established or amended by CAD COW.

6. Services

The Services provided by CAD COW are that of an online marketplace or venue to connect Users in seeking and providing certain Professional Services. CAD COW does not provide and is not responsible for any Professional Services.

7. Professional Services

CAD COW is not a party to any agreement for Professional Services between the Professional and any Client or prospective Client or any actual or potential Engagement.

Upon request by a potential Client, the Professional may elect to provide, or decline to provide, Professional Services.

If the Professional elects to reject an Engagement the Professional is required to promptly advise CAD COW by email to <<u>hr@cadcow.com</u>>.

If the Professional elects to accept an offer to be engaged to provide Professional Services to a Client, the Professional is responsible for providing the Professional Services, as reasonably requested, in a good and professional manner satisfactory to the Client. CAD COW has no control, direction or supervision over any request or provision of Professional services. Further, CAD COW takes no responsibility whatsoever for the Professional Services performed or omitted. CAD COW is not responsible for the suitability, quality, reliability, timeliness or accuracy of any Engagements requested or delivered by Users through the Platform. CAD COW is not responsible for the conduct of any Client or Professional.

Upon an Engagement, Professional Services are provided on an 'as-needed' basis. CAD COW makes no guarantee or representations whatsoever as to the amount or duration of Professional Services that will be requested of the Professional.

The Professional represents and warrants that the Professional has the necessary experience and qualifications to provide the required Professional Services. The Professional will ensure that any Professional Services performed that require professional certification or membership in a professional body to perform will be done by a duly qualified professional in accordance with all applicable statutes, regulations, bylaws and guidelines. More broadly, the Professional will comply with all applicable laws and regulations.

The Professional is solely responsible for any and all liability arising from any engagement to provide Professional Services.

8. Fees & Invoices

The Professional's fee rate and applicable HST, as communicated on the Platform in advance of any Engagement, will be inclusive of any and all amounts owed to the Professional.

CAD COW may suggest or delineate a range of fees, typically a range of hourly rates, for the Professional Services, based on CAD COW's opinion and cursory assessment of fees which ought to reasonably be charged in CAD COW's sole discretion.

The Professional must contact CAD COW in advance of using the Platform or and in advance of any Engagement, if the Professional has an issue of any kind with the rate(s) suggested or delineated by CAD COW.

CAD COW takes no responsibility for any issues arising from payment or non-payment for the Professional Services. The Professional hereby fully indemnifies and waives any and all claims arising from or related to CAD COW's suggestion or delineation of any fee rates or payment issues.

The Professional will invoice the Client by way of an invoice generated, for convenience, through the Platform. Any issues in payments of fees must be promptly raised.

CAD COW makes no guarantee of payment. The Client for which Professional Services were provided is solely responsibility for any and all payments and taxes.

The Professional should promptly contact <u>hr@cadcow.com</u> if the Professional has any questions or concerns.

9. Remittances

Any and all remittances (such as income taxes, Employment Insurance premiums, workers' compensation premiums, or Canada Pension Plan contributions) will be made by the Professional not by CAD COW. The Professional agrees to fully indemnify CAD COW, including in any third party claim, for non-payment of any and all remittances.

10. Good Standing & Insurance

The Professional must be in good standing with any applicable professional or regulatory body and must have and maintain all necessary professional liability insurance coverage. The Professional is responsible for obtaining any and all other suitable insurance coverage, including but not limited to general liability insurance. The Professional entirely assumes sole liability for failing to have or maintain adequate professional liability insurance or any other form of insurance the Professional ought to have.

11. Performance of Professional Services

Work location: The Professional is generally responsible for providing the Professional's own workspace suitable to perform the Services, which will generally be provided remotely. As a

condition of using the Platform, the Professional and the Client are responsible for assessing, maintaining, and ensuring the health and safety of any on-site visits or in-person meetings beyond the Professional's own workspace. All such visits or meetings, including any travel to and from and during such visits or meetings, are at the Professional's own risk, and are not the responsibility of CAD COW. The Professional should take all reasonable or necessary precautions in any such visits or meetings at the Client's premises or any other location.

Tools: The Professional will provide all tools, equipment and supplies and all other things necessary to perform the Professional Services, including but not limited to computers, monitors, suitable software, associated licenses and sufficient speed internet connectivity. CAD COW will not provide any tools and Clients are not expected to provide any such tools.

Software: The Professional confirms that all software, including but not limited to Computer-Aided Design ("CAD") and Building Information Modelling ("BIM") software and platforms, used in any manner on or for the Platform or used in the performance of the Professional Services, are valid and legitimate versions, with up-to-date licences suitable to perform the Professional Services. The Professional confirms that no 'student versions' of any such software will be used to perform the Professional Services. The Professional Services. The Professional Services are suitable to perform the Professional Services. The Professional takes full responsibility to ensure that all licenses for software used in the performance of Professional Services are suitably maintained. The Professional assumes all liability and hereby releases CAD COW for any use of software by the Professional, including but not limited to any third party software. For clarity, the Professional will be liable for any consequences arising from an audit by any software company.

Expenses: The Professional is exclusively liable and responsible for all expenses and costs incurred in connection with the performance of Professional Services.

12. CAD COW's Role

CAD COW merely facilitates connectivity between users via an online marketplace. CAD COW is not an employment service and no Engagement or Professional Services will be performed by the Professional for CAD COW. The parties agree that the Professional is an independent contractor and not an employee of CAD COW for any purpose, including, without limitation, pursuant to or within the meaning of the *Income Tax Act*, the *Employment Standards Act*, 2000, the *Employment Insurance Act*, the *Canada Pension Plan Act*, or any other applicable statute or law both domestically and internationally.

Again, for all purposes, the Professional is expected to provide Professional Services to the Client(s) - not to CAD COW - as an independent contractor and not as an employee; a dependent contractor; a partner; or in any joint venture between CAD COW and the Independent Contractor. Accordingly:

- The Professional agrees that CAD COW shall have no liability or responsibility for the withholding, including but not limited to the collection, or payment of any taxes, Employment Insurance premiums, workers' compensation premiums, or Canada Pension Plan contributions on any amounts paid to the Professional or amounts paid by the Professional to its employees or sub-contractors. In the event that the Professional agrees to fully indemnify CAD COW from any and all such claims.
- The Professional agrees that as an independent contractor, the Professional will not be qualified to participate in, or to receive any employee benefits, vacation time, vacation pay, public holiday pay or other pay that CAD COW may extend to its employees. The Professional shall only be entitled to be paid the monies provided for in a particular Engagement performed.
- The Professional has no authority to, and will not exercise or hold itself out as having

any authority to, enter into or conclude any contract or to undertake any commitment or obligation for, in the name of, or on behalf of CAD COW. The Professional will not sign or enter into any contracts, verbal or written, on behalf of CAD COW.

The Professional acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

13. Non-Exclusivity

The Professional's Services hereunder are non-exclusive and the Professional is entitled to enter into contracts for service with other entities, provided the Professional otherwise complies with the terms and conditions of this Agreement.

14. Intellectual Property

The Professional agrees that any and all intellectual property rights of CAD COW's Platform or the Service belong, absolutely, to CAD COW, including but not limited to: database rights, logos, copyright, registered and unregistered design rights, patents, registered and unregistered trademarks and other similar rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set out in CAD COW's Platform or the Service are the property of their respective owners. The Professional expressly permits CAD COW to display the Professional's profile on the Platform and other purposes associated with the Service. The Professional assigns CAD COW full title guarantee and all copyright to use materials submitted by the Professional for the Professional's profile.

The Professional agrees that any and all Intellectual Property created or contributed by the Professional during the performance of any and all Professional Services shall be and remain the exclusive property of the Client for which the Professional Services were provided. The Professional further agrees that the Professional shall have no right, title or interest therein even though the Professional may have created or contributed to the creation of any of the Intellectual Property. The Professional hereby assigns to the Client for which the Professional Services were provided any and all right, title and interest that the Professional may have in and to any such Intellectual Property. The Professional also agrees to cooperate and assist in every way possible in the professional related to Intellectual Property. CAD COW is not responsible for any breach by the Professional related to Intellectual Property.

15. Confidentiality and Proprietary Information

The Professional acknowledges that during this Agreement, the Professional will be given access to Confidential Information. For the purpose of this Agreement "Confidential Information" means all secret, confidential and/or proprietary information including, without limitation, financial information, costs, profits, data, diagrams, personnel information, human resources information, products, specifications, presentations to clients, work product, client information, client lists, contact lists, schedules, architectural designs, interior designs, drawings, CAD renderings, drafts, 3D models, building information models, computer-aided drafting and design, visualizations and renderings, trade secrets, business, secrets, pricing, prices, price lists, costs, projects, engagements, business plans, policies, business records, promotional and marketing information, developments and marketing initiatives.

The Professional, during the term of this Agreement or any time thereafter, (i) shall not disclose, except as required by law, any Confidential Information concerning CAD COW or any Client or CAD COW's or any Client's respective operations, employees, clients,

prospective clients or target companies; (ii) shall not remove or cause to be removed from CAD COW's servers, platforms or premises any Confidential Information or other material whatsoever belonging to CAD COW for purposes other than for authorized work the Professional performs under this Agreement; and (iii) shall not remove or cause to be removed from any Client any Confidential Information or other material whatsoever belonging to a Client for purposes other than for authorized work the Professional performs under than for authorized work the Professional performs under than for authorized work the Professional performs under this Agreement.

The Professional agrees not to retain any copy of such Confidential Information subsequent to the termination of this Agreement or any applicable Engagement.

If the Professional violates this provision during its relationship with CAD COW, CAD COW may terminate this Agreement without any notice. The Professional acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

Any Client may require the Professional to execute a Non-Disclosure Agreement or such other agreement in order to accept an engagement to provide Professional Services. The Professional is solely responsible for reviewing such agreements and CAD COW makes no representations or warranties with respect to such agreements.

16. No Conflicting Obligations & Termination of Use

The Professional represents and warrants to CAD COW that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or to meet the Professional's obligations under this Agreement. The Professional will not, by using CAD COW's Services, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party. The Professional acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

17. Termination of User's Limited Licence

The Professional agrees that CAD COW can withdraw the Professional's access to the Platform or terminate the User's Limited Licence at any time and for any reason. The Professional understands and agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates.

The Professional agrees that CAD COW may terminate this Agreement at any time without notice or any further payment if the Professional is in breach of any of the terms of this Agreement or the Professional's obligation to perform the terms of this Agreement honestly.

In any event, CAD COW may immediately terminate this Agreement at any time, at its sole discretion, upon providing the Professional written notice of termination electronically. For clarity, the Professional waives any and all entitlements to reasonable notice of termination pursuant to the common law.

The Professional may terminate this Agreement, effective any time, at its sole discretion, without advance notice by withdrawing from the Platform, subject to the following:

If the Professional is actively engaged in the provision of Professional Services to a Client on a specific Engagement, the Professional may terminate this Agreement upon providing the Client **one (1) week's** advance written notice of termination, and advising

CAD COW that such notice has been provided. Upon receipt of such notice, the Client may waive notice in which event this Agreement shall terminate immediately without any further obligation from CAD COW.

Upon termination the Professional will cease all work and deliver or return all materials and documentation in any form, electronic or otherwise, relating to the Services.

The Professional understands and agrees any Client may terminate the Professional's Engagement to provide any Professional Services at any time, without any advance notice to the Professional.

The Professional acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

18. Arbitration

The Parties agree that any dispute related to this Agreement will be addressed through arbitration pursuant to the Ontario *Arbitration Act*, subject only to any applicable minimum statutory requirement to the contrary.

19. Governing Law and Principles of Construction

This Agreement shall be governed and construed in accordance with Ontario law and any applicable Federal law of Ontario. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

20. NOTICES

Notices under this Agreement can be delivered by email to the email addresses below.

The Professional	CAD COW Inc.
Attn: As named below	Attn: Andrew Manson / Giancarlo Biacchi / Management
Email address : As registered on the Professional's account on the Platform	Email address: <u>hr@cadcow.com</u>

Alternatively or in addition, notices under this Agreement can be delivered by electronic message to the Professional via the Platform.

21. Online Content

Statements, opinions, advice, offers, or other information made available through the Service are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. CAD COW does not guarantee the accuracy, completeness, or usefulness of any information on the Service and CAD COW neither adopts nor endorses, nor is CAD COW responsible for, the accuracy or reliability of any statement, opinion, advice, or offer made by any party or User. Under no circumstances is CAD COW responsible for any loss or damage resulting from any person's reliance on information or content posted on the Service or transmitted to Users.

CAD COW reserves the right to monitor materials posted in the public areas of the Platform, but has no obligation to do so. CAD COW has the right to remove any material, which in CAD COW's

sole discretion violates any term of this Agreement or the law. CAD COW reserves the right to review any messages sent on the Platform to ensure compliance with this Agreement, but such messages will be treated as private to the extent required by applicable law.

22. DISCLAIMERS

CAD COW provides the Service on an "as is" basis and grants no warranties of any kind, expressed, implied or statutory, in any communication with CAD COW or CAD COW's representatives, or otherwise with respect to the Service. CAD COW specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. Further, CAD COW does not warrant that the Professional's use of the Service will be secure, uninterrupted, always available or error-free, or that the Service/Platform will meet the Professional's requirements or that any defects in the Service will be corrected. CAD COW disclaims liability for, and no warranty is made with respect to, connectivity and availability.

Although each User must agree to CAD COW's Terms and Conditions, CAD COW cannot guarantee that each User is at least the required minimum age, nor does CAD COW accept responsibility or liability for any, communication or other use or access of the Service by persons under the age of 18 in violation of this Agreement. It is also possible that other Professionals, Clients or Users (including unauthorized users, or 'hackers') may post or transmit offensive or obscene materials through the Service and that the Professional may be involuntarily exposed to such offensive or obscene materials. Further, it is possible for others to obtain personal information about the Professional due to the Professional's use of CAD COW's Service. Those others may use the Professional's information for purposes other than what the Professional intended. CAD COW is not responsible for the use of any personal information to post or otherwise disclose on the Service or release to others. CAD COW disclaims all liability, regardless of the form of action, for the acts or omissions of other Professionals, Clients or Users (including unauthorized users), whether such acts or omissions occur during the use of the Service or otherwise.

23. LIMITATION OF LIABILITY

In no event will CAD COW be liable to you or to any other person for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, cost of procurement of substitute services or service interruptions) arising out of the use of or inability to use the Service, even if CAD COW or CAD COW's agents or representatives know or have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, CAD COW's liability to the Professional for any cause whatsoever. CAD COW does not conduct background checks or otherwise screen Professionals signing up to the Service. The Professional, not CAD COW, is responsible for assessing the Professional's competence, qualifications and capacity to accept any Engagement or perform any Professional Services. CAD COW will not be liable for any damages, direct, indirect, incidental and/or consequential, including but not limited to, physical damages, bodily injury or emotional distress.

CAD COW does not conduct any inspections of any kind of work sites, locations or premises of the Professional, Client or any other person, and is not responsible for assessing the suitability, health and safety of same. CAD COW will not be liable for any incident(s) or damages of any kind directly or indirectly related to any visits or meetings at work sites, locations or premises of the Professional, any Client or any other person. Further, CAD COW is not liable for any travel to and from or during and such visits or meetings.

CAD COW is not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of the use of CAD COW's Service, including, without limitation, damages arising out of the Professional's

communications with and/or interactions with any other user of the Service, or any individual you meet via the Service.

24. RELEASE

In the event that the Professional has any dispute with any User, the Professional hereby releases CAD COW (and CAD COW's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and actual or consequential damages of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

25. WAIVER AND SEVERABILITY OF TERMS AND INTERPRETATION.

Any failure to exercise or enforce any right or provision of this Agreement by CAD COW shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a duly appointed arbitrator to be void, invalid or unenforceable, the parties nevertheless agree that the arbitrator should endeavor to give effect to the parties' intentions as reflected in the provision. In such case, the other provisions of this Agreement shall remain in full force and effect. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law; however, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. INDEMNIFICATION BY THE PROFESSIONAL

The Professional agrees to indemnify, hold harmless and defend CAD COW and CAD COW's officers, directors, employees, agents and third parties harmless against all claims, liabilities, losses, costs, expenses, fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities result from:

- a) The Professional Services performed;
- b) The Professional committing any dishonest, negligent, tortuous, fraudulent or criminal act or omission in the performance or discharge of its obligations under this Agreement;
- c) The Professional's breach of any representation or warranty made by the Professional under this Agreement;
- d) The Professional's breach of this Agreement;
- e) The Professional's alleged failure to pay, deduct or remit any amounts owing in respect of this Agreement including, without limitation, GST/HST, income taxes, employer health taxes, workers' compensation payments, Employment Insurance contributions, Canada Pension Plan contributions and any other taxes, amounts or expenses;
- f) Any allegation that any materials that the Professional submits to CAD COW or transmits via the Service infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and
- g) The Professional's activities in relation to CAD COW's Platform.

The within indemnity is applicable without regard to the negligence of any party, including any indemnified person. The Professional acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

27. Entire Agreement & Modifications

This Agreement and other policies implemented by CAD COW represents the entire

agreement between the parties and supersedes all prior oral and written commitments, contracts and understandings with respect to the subject matter herein. The Professional agrees that this Agreement may be modified from time to time at the sole discretion of CAD COW. CAD COW will endeavour to provide two weeks' notice of any material change to this Agreement, however, no such notice is required unless expressly required by an applicable minimum statutory provision. In any event, CAD COW will provide some electronic notice of modifications to this Agreement. The Professional is responsible for reviewing and keeping apprised of all modifications to this Agreement, including by promptly and thoroughly reviewing all notices of modifications, and by reviewing this webpage as necessary.

28. Advice

The Professional has had the opportunity to obtain prior independent legal advice and any other advice necessary, prior to executing this Agreement.

29. Execution of this Agreement

By signing up and/or by using the Platform, the Professional agrees to all of the terms and conditions of this Agreement. In any event, from time to time, the Professional may be required to confirm acceptance of the terms and conditions of this Agreement, as may be amended, in another manner.

[Ok, you're done, give ya'self a pat on the back!]

