

Terms and Conditions

The Terms and Conditions set out below govern your use of the CanWork Platform. CanYa operates an online, digital platform for Users to find quality providers who offer digital services (i.e. software engineering, graphic design, content writing, digital marketing).

The CanYa Terms & Conditions (updated July 2018) outline CanYa's and Your obligations and responsibilities on the CanWork Platform.

User Agreement

CanYa operates an online platform allowing Users to connect through the CanWork Platform with other Users who provide Services.

Please read this document carefully and all Policies including the [Privacy Policy](#) and the [FAQ](#) carefully before using the CanWork Platform. These Policies are incorporated into this Agreement by reference.

All defined terms in this Agreement have the meaning given to them in the Glossary.

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1. SCOPE OF CANWORK SERVICES

- 1.1 CanYa provides the CanWork Platform to enable Clients to publish Jobs.
- 1.2 Providers may make an Offer in response to a Job.
- 1.3 A Client may revoke or modify a Job at any time before he/she accepts an Offer. CanYa reserves the right to cancel all Offers on a Job made prior to the modification or amendment.
- 1.4 If a Client accepts an Offer on the CanWork Platform, a Task Contract is created between the Provider and the Client.
- 1.5 Upon creation of a Task Contract, the Client must pay the Agreed Price into the Escrow Account.
- 1.6 Upon creation of the Task Contract, CanYa has rendered CanWork Services and the Service Fee is due and payable.
- 1.7 Once the Task Contract is created, the Provider and Client may vary the Task Contract on the CanYa Platform. The Client and Provider are encouraged to use CanWork's private messaging system to amend or vary the Task Contract (including the Agreed Price) or to otherwise communicate.
- 1.8 The Provider must perform the Services required under the Task Contract, in accordance with any additional terms or conditions agreed between the parties.
- 1.9 Once the Services are complete, the Provider must provide notice of completion on the CanWork Platform by marking the Job as complete.
- 1.10 Once the Provider provides notice of completion, the Client must accept that the Job is complete on the CanWork Platform.
- 1.11 Once the Services have been completed and the Client accepts the Services are completed, or if CanYa is satisfied the Services have been completed, the Provider Funds will be released from the Escrow Account.
- 1.12 After the Task Contract is completed, the parties are encouraged to review and provide feedback of the Services on the CanWork Platform.
- 1.13 CanYa may provide a feature enabling Users to request Services directly based on a Provider's skill and profile. The Provider will be automatically notified that the Client would like the Provider to make an Offer to supply Services. Ultimately, the Client will still be required to publish a Job using the normal process.

2. CANYA'S ROLE AND OBLIGATIONS

- 2.1 CanYa provides the CanWork Platform only, enabling Users to publish Jobs and make Offers on Jobs.
- 2.2 Users must be natural persons, but can specify within their account description that they represent a business entity.
- 2.3 At its absolute discretion, CanYa may refuse to allow any person to register or create an account on the CanWork platform or cancel or suspend any existing account.
- 2.4 Registering and creating an account with CanYa is free. There is no charge for a Client to post Jobs, or for other Users to review content on the CanWork platform.
- 2.5 CanYa accepts no liability for any aspect of the Client and Provider interaction, including but not limited to the description, performance or delivery of Services.
- 2.6 CanYa has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Providers to perform tasks or supply items, or the honesty or accuracy of any information provided by Clients or the Clients' ability to pay for the Services requested.
- 2.7 Except in relation to any Non-excludable Condition, the CanWork Platform is provided on an "as is" basis. CanYa provides this platform without any warranty or condition, express or implied. To the extent permitted by law, CanYa and any of its affiliate entities specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- 2.8 CanYa may, in its absolute discretion, assist or involve itself in any dispute between Users, although CanYa no obligation to do so.

3. USER OBLIGATIONS

- 3.1 You will at all times:
 - (a) comply with this Agreement (including all Policies) and all applicable laws and regulations;
 - (b) only post accurate information on the CanWork Platform;
 - (c) promptly and efficiently perform obligations to other Users under a Task Contract; and
 - (d) ensure that You are aware of any laws that apply to You as a Client or Provider, or in relation to using the CanWork Platform.
- 3.2 You agree that any content (whether provided by CanYa, a User or a third party) on the CanWork Platform may not be used on third party sites or for other business purposes without CanYa's prior permission.
- 3.3 You must not use the CanWork Platform for any illegal or immoral purpose.
- 3.4 You must maintain control of Your CanWork account and must not deal with your account in any way, including by allowing others to use Your account, or by transferring or selling Your account or any of its content to another person.

- 3.5 You grant CanYa an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the CanWork Platform. This may include activities for the general promotion of the CanWork Platform or any other activity that CanYa, in its absolute discretion, deems fit.
- 3.6 You agree that any information posted on the CanWork Platform must not, in any way whatsoever, be potentially or actually harmful to CanYa or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by CanYa, Users or any affiliated parties to the CanWork platform.
- 3.7 Without limiting any provision of this Agreement, any information You supply to the CanWork platform or publish in a Job (including as part of an Offer) must be up to date and kept up to date and must not:
 - (a) be false, inaccurate or misleading or deceptive;
 - (b) be fraudulent or involve the sale of counterfeit or stolen items;
 - infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
 - (c) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
 - (d) be defamatory, libellous, threatening or harassing;
 - (e) be obscene or contain any material that, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or
 - (f) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of the CanWork Platform, including, but not limited to viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, intercept, access without authority or expropriate any system, data or Personal Information.

The CanYa DAO may, in its sole discretion, determine that any information published in a Job (including as part of an Offer) meets the above criteria and therefore warrants being removed.

- 3.8 The CanWork Platform may from time to time engage location-based functionality services. The CanWork Platform may display the location of Clients and Providers to persons browsing the CanWork Platform. A Client should never disclose personal details such as the Client's full name, street number, phone number or email address in a Job or in any other public communication on the CanWork Platform.
- 3.9 If You are a Provider, You must have the right to provide Services under a Task Contract and to work in the relevant country where the Task Contract is to be completed. You must comply with tax and regulatory obligations in relation to any payment (including Provider Funds) received under a Task Contract. CanYa accepts no responsibility in relation to compliance with relevant tax and regulatory obligations on behalf of Users.
- 3.10 Providers must provide Services to Clients in accordance with the Task Contract, unless the Services are prohibited by law, this Agreement, an agreement between the User and a third party or by any of the CanWork Policies.

- 3.11 You must not, when supplying Services, charge a Client any fees on top of the Provider Funds. However, the parties to a Task Contract may agree to amend the Agreed Price through the CanWork Platform.
- 3.12 You must not request payments outside of the CanWork Platform from the Client except to the extent permitted by clause 4.13 and only if the CanWork Platform does not facilitate the reimbursement via the Escrow Account of costs considered in clause 3.13.
- 3.13 If a Provider agrees to pay some costs of completing the Services (such as equipment to complete the Services), the Provider is solely responsible for obtaining any reimbursement from the Client. Providers should not to agree to incur costs in advance of receiving the payment for those costs, unless the Provider is confident the Client will reimburse the costs promptly. CanYa takes no responsibility for any failure to recover costs in relation to equipment or preparatory work under a Task Contract.
- 3.14 If CanYa determines at its sole discretion that You have breached any obligation under this clause 4, it reserves the rights to remove any content, Job or Offer You have submitted to the CanWork Platform or cancel or suspend Your account and/or any Task Contracts.

4. FEES

- 4.1 Upon the completion of a Task Contract and the release of funds from the Escrow Contract the CanYa Service fee will become due and payable. The Service Fee will automatically be deducted from the Agreed Price held in the Escrow Account.
- 4.2 If the Job requires a Provider to incur costs in completing the Services, the cost incurred will not be included in any calculation of Fees.
- 4.3 Fees do not include any fees that may be due to Third Party Service providers. All Third Party Service providers are paid pursuant to a User's separate agreement with that Third Party Service provider.
- 4.4 All Fees and charges payable to CanYa are non-cancellable and non-refundable, subject to Your rights under any Non-Excludable Conditions.
- 4.5 If CanYa introduces a new service on the CanWork Platform, the Fees applying to that service will be payable as from the launch of the service.
- 4.6 CanYa may restrict a User's account until all Fees have been paid.

5. PAYMENTS AND REFUNDS

- 5.1 If:
 - o (a) the Client and the Provider mutually agree to cancel the Task Contract; or
 - o (b) following reasonable attempts by a Client to contact a Provider to perform the Task Contract, the Task Contract is cancelled;

and

- o (c) CanYa is satisfied that the Agreed Price should be returned to the Client,

then, the Escrow Contract will pay the Provider Funds held in the Escrow Account to the Client less the Service Fee.

- 5.2 If a Task Contract is cancelled CanYa will retain the Service Fee.

- 5.3 In the event a Task Contract is cancelled, CanYa will be notified of the cancellation and the Escrow Contract will be cancelled.
- 5.4 Any amounts stored in the Escrow Contract will be returned to the Client's public wallet key address linked to the Client's account on the CanWork platform.

6. BUSINESS PARTNERS

- 6.1 CanYa may enter into agreements with Business Partners and may seek to engage Providers in the provision of Business Services. Users agree that engagement with Business Partners may involve additional fees that occur outside the CanWork platform.
- 6.2 Business Partners may require Providers providing Business Services to be approved or hold particular qualifications. CanYa makes no warranty that it will promote any or all suitably qualified Providers to Business Partners.
- 6.3 Business Partners may require Providers to enter into a Business Partner Contract before providing Business Services.
- 6.4 Where a Provider accepts a Job with a Business Partner:
 - (a) the Provider must provide Business Services to the Business Partner in accordance with the Task Contract and any applicable Business Partner Contract; and
 - (b) the terms of the Business Partner Contract will prevail to the extent of any inconsistency.

7. THIRD PARTY SERVICES

- 7.1 CanYa may from time to time include Third Party Services on the CanWork Platform. Third Party Services are not provided by CanYa.
- 7.2 Third Party Services are offered to Users pursuant to the third party's terms and conditions. Third Party Services may be promoted on the CanWork Platform to Users who may find the Third Party Services of interest or of use.
- 7.3 If a User engages with any Third Party Service provider, the agreement will be directly between the User and that Third Party Service provider.
- 7.4 CanYa makes no representation or warranty as to the Third Party Services. However, to improve the CanWork Platform, Users may inform CanYa of their Third Party Service experience.

8. VERIFICATION & CURATION

- 8.1 The CanWork platform may use Identity Verification Services.
- 8.2 You agree that Identity Verification Services may not be fully accurate as all Services available as part of the CanWork Platform are dependent on User-supplied information and/or information or verification services provided by third parties.
- 8.3 You are solely responsible for identity verification and CanYa accepts no responsibility for any use that is made of any Identity Verification Service utilized on the CanWork platform.

- 8.4 Identity Verification Services may be modified at any time.
- 8.5 The CanWork Platform may also include a User-initiated feedback system to help evaluate Users.
- 8.6 CanYa may, in its sole discretion, modify, edit or remove any content, comment or Job published on the CanWork platform that it deems to be inappropriate or contrary to any Policies.

9. INSURANCE

- 9.1 The CanWork platform may, from time to time, include opportunities to its Users to obtain insurance for certain Task Contracts. All such insurance will be offered by a third party. Any application and terms and conditions for such third party insurance will be solely available through the third party's platforms and any enquiries should be directed to the third party directly. CanYa confirms that all insurance policies are Third Party Services and subject to further terms set out for Third Party Services.
- 9.2 CanYa does not represent that any insurance it acquires or which is offered via the CanWork Platform is appropriate or fit for any particular User. Each User must make its own enquiries about whether any further insurance is required.
- 9.3 CanYa may also take out other insurance itself and that insurance may at CanYa's option extend some types of cover to Users. CanYa reserves the right to change the terms of its insurance policies with the third party insurance providers at any time.

10. FEEDBACK

- 10.1 You can complain about any comment, Job or Task Contract made on the CanWork Platform by contacting support@canya.com.
- 10.2 CanYa is entitled to suspend or terminate Your account at any time if, in its sole and absolute discretion, is concerned by any feedback about You, or considers Your feedback rating to be problematic for other Users.

11. LIMITATION OF LIABILITY

- 11.1 Except for liability in relation to breach of Non-excludable Condition, to the extent permitted by law, CanYa specifically disclaims all liability for any loss or damage whether actual, special, direct, indirect and/or consequential including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied, arising out of or in any way connected with any transaction between Clients and Providers.
- 11.2 Except for liability in relation to a breach of any Non-excludable Condition, to the extent permitted by law, CanYa specifically disclaims all liability for any loss or damage whether actual, special, direct, indirect and/or consequential including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied, arising out of or in any way connected with any transaction between You and any Third Party Service provider who may be included from time to time on the CanWork Platform.

- 11.3 Except for liability in relation to a breach of any Non-excludable Condition, and to the extent permitted by law, CanYa is not liable for any Consequential Loss arising out of or in any way connected with the CanWork Platform.
- 11.4 CanYa's liability to You for a breach of any Non-excludable Condition (other than a Non-excludable Condition) is limited, to any one of replacing or repairing, or paying the cost of replacing or repairing goods in respect of breach occurring or supplying or paying the cost of supplying a replacement service in respect of the breach occurring.

12. PRIVACY

- 12.1 CanYa's Privacy Policy, which is available at <https://www.canwork.io/assets/docs/canwork-privacy-policy.pdf> applies to all Users and forms part of this Agreement. Use of the CanWork Platform confirms that You consent to, and authorise, the collection, use and disclosure of Your Personal Information in accordance with CanYa's Privacy Policy.
- 12.2 Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a third party, You must review and agree to their terms of service including their privacy policy.
- 12.3 CanYa will endeavour to permit you to transact pseudo-anonymously on the CanWork Platform through the operation of the CanYaCoin and cryptographic transactions. However, in order to ensure CanYa can reduce the incidence of fraud and other behaviour in breach of the Community Guidelines, CanYa reserves the right to ask Users to verify themselves in order to remain a User and retains the ability to independently audit transactions occurring through the Escrow Smart Contract.

13. MODIFICATIONS TO THE AGREEMENT

- 13.1 CanYa may modify this Agreement or the Policies (and update the pages on which they are displayed) from time to time. CanYa will send notification of such modifications to Your CanWork account or advise You appropriately.
- 13.2 When You actively agree to amended terms or use the CanWork Platform in any manner, including engaging in any acts in connection with a Task Contract, the amended terms will be effective immediately.
- 13.3 If You do not agree with any changes to this Agreement (or any of our Policies), You must either terminate your account or You must notify CanYa who will terminate Your CanWork account.

14. NO AGENCY

- 14.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular, You have no authority to bind CanYa, its related entities or affiliates in any way whatsoever.
- 14.2 CanYa confirms that all Third Party Services that may be promoted on the CanWork Platform are provided solely by such Third Party Service providers. To the extent permitted by law, CanYa specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non-performance of such Third Party Service.

15. NOTICES

- 15.1 Except as stated otherwise, any notices must be given by email to CanYa's contact address, support@canya.com.
- 15.2 Any notice shall be deemed given if sent by email, 24 hours after email is sent, unless the User is notified that the email address is invalid or the email is undeliverable.
- 15.3 Notices related to performance of any Third Party Service must be delivered to such third party as set out in the Third Party Service provider's terms and conditions.

16. DISPUTE RESOLUTION

- 16.1 CanYa encourages You to try and resolve disputes (including claims for returns or refunds) with other Users directly.
- 16.2 If a dispute arises with another User, You must cooperate with the other User and make a genuine attempt to resolve the dispute.
- 16.3 In the event a dispute is unable to be resolved amicably between the Users involved, any User may elect to involve CanYa to assist in resolving the dispute. CanYa may, in its sole discretion, elect to assist Users in this process.
- 16.4 You must cooperate with any enquiries or investigation undertaken by CanYa and supply any information requested within a reasonable time. CanYa reserves the right to make a final determination (acting reasonably) based on the information supplied by the Users and direct the Escrow Contract to make payments accordingly.
- 16.5 CanYa has the right to withhold the Agreed Price in the Escrow Contract that is the subject of the dispute, until the dispute has been resolved.
- 16.7 CanYa accepts no responsibility or liability for any decision made and offers this service as a convenience for Users who are unable to resolve their dispute directly.
- 16.8 Notwithstanding any decision made by CanYa, You may raise the dispute with the other User in an applicable court of tribunal.
- 16.9 Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service provider.
- 16.10 If any information is requested and provided to CanYa about You or other Users for the purposes of resolving disputes under this clause, You acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that you will indemnify CanYa against any claims relating to any other use of information not permitted by this Agreement.
- 16.11 If you have any questions or complaints about the dispute resolution service you can contact CanYa directly here support@canya.com.

17. TERMINATION

- 17.1 Either You or CanYa may terminate your account and this Agreement at any time for any reason.
- 17.2 Termination of this Agreement does not affect any Task Contract that has been formed between CanYa Users. If You have entered a Task Contract, You must comply with the terms of that Task Contract including providing the Services or paying the Agreed Price as applicable.
- 17.3 Third Party Services are subject to Third Party Service provider terms and conditions.
- 17.4 Sections 4 (Fees), 11 (Limitation of Liability) and 16 (Dispute Resolution) and any other terms which by their nature should survive termination of this Agreement, will continue to operate regardless of termination of Your CanWork account.
- 17.5 If Your account or this Agreement are terminated for any reason then You may not, without CanYa's consent (in its absolute discretion), create any further accounts on the CanWork platform and any other accounts You operate may be terminated.

18. GENERAL

- 18.1 This Agreement is governed by the laws of Victoria, Australia. You and CanYa submit to the exclusive jurisdiction of the courts of Victoria, Australia.
- 18.2 The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will continue to be enforceable.
- 18.3 This Agreement may be assigned or novated by CanYa to a third party without your consent and any User will continue to be bound by this Agreement.
- 18.4 This Agreement sets out the entire understanding and agreement between the User and CanYa with respect to the subject matter contained within.

CanYa Glossary

"Agreement" means the most updated version of the agreement between CanYa and a User that may be found on the CanWork platform.

"Agreed Price" means agreed price for Services (including any variation) paid into the Escrow Account made by the Client but does not include any additional costs incurred by the Provider which the Client agrees to reimburse. The Agreed Price may be denominated in \$USD but requires payment in the form of CanYaCoin.

"Business Day" means a day on which banks are open for general business in Victoria, Australia other than a Saturday, Sunday or public holiday.

"Business Partner Contract" means a contract between a Business Partner and a Provider to perform Business Services.

"Business Partner" means the business or individual that enters into an agreement with CanYa to acquire Business Services.

"Business Services" means Services provided by a Provider to a Business Partner acquired for the purpose of on selling to a third party (such as the Business Partner's customer).

"CanYa" "we" "us" "our" means CanYa Services Pty Ltd ACN 618 896 941.

"CanWork Platform" means the CanYa smartphone app, and any other affiliated platform that may be introduced from time to time.

"CanYa Service" means the service of providing the CanWork Platform.

"CanYaCoin" means the ERC-20 standard cryptographic asset referred to as the CanYaCoin.

"Consequential Loss" means any loss, damage or expense recoverable at law:

- (a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or
- (b) which is a loss of:
 - o a. opportunity;
 - o b. goodwill;
 - o c. profits;
 - o d. data; or
 - o e. value of any equipment.

"Consumer Guarantees" means any applicable consumer guarantees that may exist in the jurisdiction of the Client and/or the Provider.

"Escrow Account" means the escrow account, including any amounts deposited in it, held by the Escrow Smart Contract.

"Escrow Provider" means an entity that manages the Escrow Account (which may include CanYa or its related bodies corporate).

"Escrow Smart Contract" means the smart contract operating on the Ethereum Blockchain that enables Users to place funds required for Task Contract into escrow. The smart contract is a series

of self-executing protocols linked to the Task Contract to enable Users to deposit funds into escrow pending completion of the Task Contract and release of funds to the Provider.

"Fees" means all fees payable to CanYa by Users including the Service Fee.

"Identity Verification Services" means the tools available to help Users verify the identity, qualifications or skills of other Users including mobile phone verification, verification of payment information, references, integration with social media and various platforms that may be incorporated from time to time.

"Job" means the Client's request for services, and includes the deadline for completion, price and description of the Services to be provided.

"Marketing Material" means any updates, news and special offers in relation to CanYa or its Third Party Services.

"Non-excludable Condition" means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene the law or cause any part of the contract to be rendered void and unenforceable.

"Offer" means an offer made by a Provider in response to a Job to perform the Services.

"Personal Information" has the same meaning as described in the *Privacy Act 1988* (Cth) and means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- o (a) whether the information or opinion is true or not; and
- o (b) whether the information or opinion is recorded in a material form or not.

"Policies" means the policies posted by CanYa on the CanWork Platform, including but not limited to the Privacy Policy and Community Guidelines.

"Client" means a User that posts on the CanWork Platform seeking particular Services from Providers.

"Privacy Policy" means the privacy policy which is available at <https://www.canwork.io/assets/docs/canwork-privacy-policy.pdf>

"Reference" means a feature on the CanWork platform endorsing a particular User.

"Service Fee" means the fee payable by the Provider into the Escrow Smart Contract as consideration for the CanYa Services (and comprised as part of the Agreed Price) displayed to a Provider prior to entering into each Task Contract.

"Services" means the services to be performed as described in the Job, including any variations or amendments agreed between the Client or Provider whether prior to or subsequent to the creation of a Task Contract.

"Site" means the website at <https://www.canya.com/>.

"Task Contract" means a separate contract which is formed between a Client and a Provider for Services. The standard terms of which are included in Appendix A to the Agreement apply to Task Contracts unless specifically excluded and apply in addition to any other agreed terms between the parties. To the extent of any inconsistency, terms explicitly agreed between the parties will prevail.

"Provider" means a User who provides Services to Clients.

"Provider Funds" means the Agreed Price less the Service Fee.

"Third Party Dispute Service" means a third party dispute resolution service provider used to resolve any disputes between Users.

"Third Party Service" means any promotions and links to services offered by third parties that may be featured on the CANwork Platform from time to time.

"User", "You" or "Your" means the person who has signed up to use the CANwork Platform, whether as the Client, Provider, or otherwise.

Rules of Interpretation:

In the CanYa Agreement and all Policies, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (e) a reference to time is to the time in Victoria, Australia;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) headings are for ease of reference only and do not affect interpretation;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.

APPENDIX:

STANDARD TASK CONTRACT

The terms used in this Task Contract have the meaning set out in the CanYa Glossary.

On creation of a Job within the CanWork platform, the terms contained within the Standard Task Contract will apply alongside any other agreed terms or conditions. Any explicitly agreed terms between the Client and Provider will prevail to the extent of any inconsistency.

The Client and Provider enter into a Task Contract subject to the following terms:

- 1 COMMENCEMENT DATE AND TERM
 - 1.1 The Task Contract is created when the Client accepts the Provider's Offer on a Job to provide Services.
 - 1.2 The Contract will continue until terminated in accordance with clause 7.
- 2 SERVICES
 - 2.1 The Provider will perform Services in a reasonable and proper manner.
 - 2.2 The Provider must perform the Services at the time and location agreed between Client and Provider.
 - 2.3 The parties must perform their obligations in accordance with any other terms or conditions agreed by the parties during or subsequent to the creation of the Task Contract.
- 3 WARRANTIES
 - 3.1 Each party warrants that the information provided in the creation of the Task Contract is true and accurate.
 - 3.2 The Provider warrants that he/she has the right to work and provide the Services required in the relevant country of the Client.
 - 3.3 The Provider warrants that he/she holds any relevant licenses or qualifications required to provide the Services in the relevant country of the Client.
 - 3.4 The parties agreed that any applicable Consumer Guarantees, whether express or implied, will apply to the Task Contract.
- 4 PAYMENT OR CANCELLATION
 - 4.1 Upon creation of the Task Contract, the Client must pay the Agreed Price into the Escrow Smart Contract.
 - 4.2 Upon the Services being completed, the Provider will provide notice of completion on the CanWork Platform to the Client on the relevant Job.
 - 4.3 The Client will be prompted to confirm the Services are complete. If the Provider has completed the Services in accordance with clause 2, the Client must use the CanWork Platform to release the Provider Funds from the Escrow Account.

- o 4.4 If the parties agree to cancel the Task Contract, or the Client is unable to contact the Provider to perform the Task Contract, the Provider Funds will be dealt with in accordance with the User's Agreement with CanYa.

- 5 LIMITATION OF LIABILITY

- o 5.1 Except for liability in relation to a breach of a Non-excludable Condition, the parties exclude all Consequential Loss arising out of or in connection to performance of the Services, and any claims by any third party.
- o 5.2 Subject to any additional insurance or agreement between the parties, the liability of each party to the other except for a breach of any Non-Excludable Condition is capped at the Agreed Price.

- 6 DISPUTES

- o 6.1 If a dispute arises between the parties, the parties will attempt to resolve the dispute within 14 days by informal negotiation (via the CanWork platform, phone, email or otherwise).
- o 6.2 If the parties are unable to resolve the dispute in accordance with clause 6.1, either party may refer the dispute to CanYa in accordance with clause 16 of the Agreement.

- 7 TERMINATION OF CONTRACT

The Task Contract will terminate when:

- o (a) the Services are completed and the Agreed Price is released from the Escrow Account;
- o (b) a party is terminated or suspended from the CanWork Platform, at the election of the other party;
- o (c) otherwise agreed by the parties or the Third Party Dispute Service; or
- o (d) notified by CanYa in accordance with the party's CanYa Agreement.

- 8 GOVERNING LAW

- o The Task Contract is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of Victoria, Australia.