

13 WAYS INC.

C.A.R.E.

Community Audit & Realignment Exercise

Terms and Conditions of Use

Effective Date: February 26, 2026

1. Acceptance of Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and 13 Ways Inc. ("13 Ways," "we," "us," or "our"), governing your access to and use of the C.A.R.E. (Community Audit & Realignment Exercise) platform ("Platform").

By accessing, registering for, or using the Platform in any capacity, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, you must not access or use the Platform.

We reserve the right to update or modify these Terms at any time. Continued use of the Platform after changes have been posted constitutes your acceptance of the revised Terms. We will make reasonable efforts to notify registered users of material changes.

2. Description of Service

C.A.R.E. is a community assessment platform developed by 13 Ways Inc. that enables municipal leaders, community organizations, and other authorized entities to design, distribute, and analyze community engagement surveys. The Platform facilitates the collection of community feedback to inform strategic planning, policy development, and community improvement initiatives.

3. User Categories and Accounts

3.1 Community Survey Managers

Community Survey Managers are authorized individuals, typically representing municipal governments, community organizations, or other entities, who subscribe to the Platform and are granted the ability to create, customize, administer, and analyze community surveys. Community Survey Managers are responsible for the content of any custom survey questions, descriptions, introductory text, or other materials they create, edit, or publish through the Platform.

3.2 Community Respondents

Community Respondents are individuals who access the Platform to participate in surveys created and administered by Community Survey Managers. Community Respondents may be required to provide certain identifying or demographic information as part of the survey process, depending on the configuration set by the Community Survey Manager.

3.3 Account Responsibilities

All users are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their accounts. You agree to notify 13 Ways immediately of any unauthorized use of your account or any other security breach.

4. User-Generated Content

4.1 Community Survey Manager Content

Community Survey Managers may create, customize, and publish survey questions, descriptions, instructions, and other content through the Platform (collectively, "**Manager Content**"). Community Survey Managers are solely responsible for all Manager Content they create, publish, or distribute through the Platform. 13 Ways does not pre-screen, review, approve, endorse, or edit Manager Content prior to publication.

4.2 Disclaimer Regarding Manager Content

13 WAYS INC. IS NOT RESPONSIBLE FOR ANY MANAGER CONTENT CREATED, PUBLISHED, OR DISTRIBUTED BY COMMUNITY SURVEY MANAGERS THROUGH THE PLATFORM. This includes, but is not limited to, any content that may be considered:

- Offensive, discriminatory, defamatory, or harassing
- Racist, sexist, homophobic, transphobic, ableist, or otherwise prejudicial
- Vulgar, obscene, threatening, or containing inappropriate language
- Misleading, deceptive, fraudulent, or factually inaccurate
- In violation of any applicable local, provincial, state, federal, or international law or regulation
- In violation of any third-party intellectual property rights or privacy rights

The views, opinions, and content expressed in Manager Content are those of the respective Community Survey Manager and do not reflect the views, opinions, or positions of 13 Ways Inc.

4.3 Community Survey Manager Obligations

By using the Platform as a Community Survey Manager, you represent, warrant, and agree that:

- (a) All Manager Content you create complies with applicable human rights legislation, anti-discrimination laws, and all other relevant laws and regulations in your jurisdiction.
- (b) You will not create, publish, or distribute content that is discriminatory, hateful, harassing, threatening, defamatory, or otherwise unlawful.
- (c) You will not use the Platform to collect sensitive personal information without proper consent and in compliance with applicable privacy legislation.
- (d) You accept full responsibility for the content, tone, and legality of all Manager Content and any consequences arising from its publication or distribution.
- (e) You will indemnify and hold harmless 13 Ways Inc. from any claims, damages, losses, or expenses (including legal fees) arising from your Manager Content.

4.4 Community Respondent Content

Community Respondents may submit responses, feedback, comments, and other information through surveys on the Platform ("Respondent Content"). Respondents are solely responsible for the content of their responses. 13 Ways does not monitor, review, or edit Respondent Content and is not responsible for any Respondent Content that may be offensive, inaccurate, or otherwise objectionable.

4.5 Content Removal and Moderation

While 13 Ways does not assume any obligation to monitor or review User-Generated Content, we reserve the right, at our sole discretion, to remove, disable, or restrict access to any content that we determine, in good faith, violates these Terms or applicable law, or that we otherwise find objectionable. We also reserve the right to suspend or terminate the accounts of users who violate these Terms.

5. Acceptable Use Policy

You agree not to use the Platform to:

- Violate any applicable law, regulation, or ordinance
- Infringe upon the rights of any third party, including intellectual property and privacy rights
- Distribute viruses, malware, or other harmful code
- Attempt to gain unauthorized access to the Platform or its systems
- Collect data from the Platform through automated means (scraping, bots, etc.) without our prior written consent
- Impersonate any person or entity or misrepresent your affiliation
- Interfere with or disrupt the Platform or servers

6. Intellectual Property

6.1 Platform Ownership

The Platform, including its design, functionality, proprietary frameworks, assessment methodologies, branding, logos, and all related materials, is the exclusive property of 13 Ways Inc. and is protected by Canadian and international intellectual property laws. Nothing in these Terms grants you any right, title, or interest in the Platform beyond the limited right to use it in accordance with these Terms.

6.2 Licence to Use

Subject to your compliance with these Terms, 13 Ways grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for its intended purpose.

6.3 User Content Licence

By submitting content to the Platform, you grant 13 Ways a non-exclusive, royalty-free, worldwide licence to use, store, process, and display such content solely for the purpose of operating, maintaining, and improving the Platform and providing services to you.

7. Privacy and Data Protection

Your use of the Platform is also governed by our Privacy Policy, which describes how we collect, use, store, and protect personal information. By using the Platform, you consent to the collection and use of your information as described in our Privacy Policy.

Community Survey Managers are responsible for ensuring that any collection of personal information through surveys they create complies with applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA) in Canada and equivalent legislation in other jurisdictions. Community Survey Managers must obtain appropriate consent from Community Respondents before collecting personal or sensitive information.

8. Disclaimers and Limitation of Liability

8.1 Platform Provided "As Is"

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. To the fullest extent permitted by law, 13 Ways disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of results.

8.2 No Liability for User-Generated Content

13 WAYS SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, OR COSTS ARISING FROM OR RELATED TO ANY USER-GENERATED CONTENT, INCLUDING MANAGER CONTENT AND RESPONDENT CONTENT. This includes, without limitation, any content that is discriminatory, racist, offensive, defamatory, harassing, misleading, or otherwise objectionable. Users who create or publish content through the Platform bear sole responsibility for such content and any consequences arising therefrom.

8.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 13 WAYS INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, REGARDLESS OF THE THEORY OF LIABILITY.

In any event, 13 Ways' total aggregate liability to you for all claims arising out of or relating to these Terms or your use of the Platform shall not exceed the total amount of fees paid by you to 13 Ways in the twelve (12) months preceding the event giving rise to the claim.

9. Indemnification

You agree to indemnify, defend, and hold harmless 13 Ways Inc. and its directors, officers, employees, contractors, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (f) Your use of the Platform
- (g) Any content you create, publish, or distribute through the Platform
- (h) Your violation of these Terms
- (i) Your violation of any applicable law or the rights of any third party

10. Termination

13 Ways may suspend or terminate your access to the Platform at any time, with or without cause and with or without notice, including for any violation of these Terms. Upon termination, your right to use the Platform ceases immediately. Any provisions of these Terms that by their nature should survive termination shall continue to apply, including but not limited to Sections 4, 6, 8, 9, and 11.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to its conflict of laws principles. Any disputes arising out of or relating to these Terms or your use of the Platform shall be resolved exclusively in the courts located in the Province of Alberta, Canada.

Before initiating formal legal proceedings, both parties agree to make good faith efforts to resolve any dispute through informal negotiation for a period of at least thirty (30) days following written notice of the dispute.

12. General Provisions

Entire Agreement. These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and 13 Ways with respect to the Platform and supersede all prior or contemporaneous agreements.

Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

Assignment. You may not assign your rights or obligations under these Terms without our prior written consent. 13 Ways may assign its rights and obligations without restriction.

Force Majeure. 13 Ways shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemic, government actions, or infrastructure failures.

13. Contact Information

For questions about these Terms or the C.A.R.E. Platform, please contact:

13 Ways Inc.

Email: info@13ways.ca

Website: www.13ways.ca

By using the C.A.R.E. Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

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