

Terms of Use — InclusiCare

1. Introduction

Welcome to **InclusiCare** (“App,” “we,” “our,” or “us”). InclusiCare is a mobile and web platform that enables staff and contractors to interact with their organizations for scheduling, availability & unavailability, timesheets, shift reports, and related work activities.

By accessing or using InclusiCare, you agree to these Terms of Use (“Terms”). These Terms are a binding agreement between you (“User,” “Staff,” “Contractor”) and InclusiCare (Organization). If you do not agree, you must not use the App.

2. Eligibility

To use InclusiCare, you must:

- Be authorized by your organization (e.g., employer, contracting agency).
 - Use the App only for legitimate work-related purposes.
 - Be of legal working age in your province or territory.
 - Comply with all applicable Canadian and provincial employment, contracting, and privacy laws.
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3. Account Setup and Security

1. **Pre-Registration Links:** Users may be sent a secure link to set their password before accessing the App.
2. **Password Requirement:** Users cannot log in until they have created a unique, secure password.
3. **Account Security:** You are responsible for maintaining the confidentiality of your credentials. Sharing accounts is strictly prohibited.
4. **Suspicious Access:** Notify us immediately if you suspect unauthorized use of your account.

4. Onboarding and Profile Information

1. During onboarding, you may be required to provide personal information such as:
 - Contact details
 - Emergency contact
 - Educational background and qualifications
 - Certifications or licenses required by your organization
2. You agree to keep this information accurate and up to date.
3. Providing false or incomplete information may result in loss of access to the App.

5. App Features and Use

Users may be able to:

- View assigned shifts and schedules
- Update their Availability and Unavailability
- Submit Timesheets
- File Shift Reports (Critical Incident or Progressive Report)
- Communicate with the organization through approved channels

You agree to use these features only for work-related purposes and in accordance with your organization's policies.

6. Confidentiality

Because IncludiCare is used in settings involving **individuals with special needs**, you agree that:

1. All information you access (including personal, medical, or family details) must remain strictly confidential.
 2. You will not download, share, or disclose information outside of authorized organizational use.
 3. You will comply with all applicable privacy and confidentiality requirements, including those set by your organization.
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7. Safeguarding & Duty of Care

1. Primary Duty of Care

- Users of the App acknowledge that they are working with or supporting individuals with special needs, including children and vulnerable persons.
- You agree to uphold the highest standards of care, professionalism, and respect at all times in your work and while using the App.

2. Mandatory Reporting

Under Canadian and provincial law — including the *Child, Youth and Family Enhancement Act (for minors)* and applicable *Adult Protective Services and Disability Support legislation* — every user has a legal and ethical duty to report if they have reasonable grounds to suspect that any individual receiving care (child, youth, or adult with special needs) is at risk of:

- Abuse (physical, emotional, sexual, financial)
- Neglect or abandonment
- Exploitation or mistreatment
- Threats to health, safety, or dignity

Reports must be made immediately to the appropriate safeguarding authority or your organization's designated safeguarding officer.

Failure to report may result in loss of access to the App, termination of your contract, and potential legal consequences.

3. Prohibited Conduct

You must not, under any circumstances:

- Exploit, abuse, or neglect any child or vulnerable individual.

- Use your role or access through the App to pursue personal, financial, or inappropriate relationships.
- Share identifying or sensitive personal details about children or families outside authorized organizational channels.

4. Use of Reports and Records

- ❖ All shift reports, incident notes, and timesheets must be factual, objective, and free from personal opinions, discriminatory, or offensive language.
- ❖ Staff are required to report all relevant incidents, including but not limited to:
 - Aggressive or harmful behavior
 - Self-injury or threats of harm
 - Medical issues or injuries
 - Critical or emergency events
 - Environmental or safety concerns
- ❖ Sensitive personal or behavioral details may be included when necessary for safety, continuity of care, or compliance with organizational reporting protocols.
- ❖ Any safeguarding or critical concerns recorded in the App must also be immediately escalated through the organization's official incident or safeguarding process.

5. Background Verification

- By using the App, you acknowledge that InclusiCare may require background checks, reference verification, and/or professional certification checks in compliance with applicable laws.
- Access to the App may be revoked if these checks reveal risks incompatible with safeguarding obligations.

6. Consequences of Breach

- Any violation of this Safeguarding & Duty of Care section will result in immediate suspension or termination of access to the App.
 - Such violations may also be reported to regulatory bodies, law enforcement, or child protection authorities.
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8. Data Privacy

InclusiCare collects and processes limited personal data necessary for employment and caregiving operations. This may include contact details, shift logs, timesheets, and real-time location data.

The App uses GPS tracking to verify staff attendance, ensure accurate shift records, and uphold the safety and accountability of care services. Location tracking may remain active at all times while the App is installed on your device. By continuing to use the App, you consent to this tracking for employment-related purposes.

All data is collected and processed in compliance with applicable Canadian privacy laws, including:

- **PIPEDA** (Personal Information Protection and Electronic Documents Act – Federal)
- **Alberta's Personal Information Protection Act (PIPA)**

InclusiCare does **not** sell or share personal data with third parties. Location and employment-related data are only accessed by authorized personnel for operational, compliance, or investigative purposes. Staff may request access to review or correct their personal data as permitted by law.

Data may be retained for legal, regulatory, or payroll compliance purposes and securely deleted when no longer required. For full details, please refer to our **Privacy Policy**.

9. User Responsibilities

By using InclusiCare, you agree to:

- Submit accurate timesheets and reports.
 - Keep your availability/unavailability and shift information up to date.
 - Not misuse or falsify data.
 - Follow organizational instructions when using the App.
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10. Intellectual Property

All rights, title, and interest in and to the **InclusiCare App and Web Platform**—including but not limited to its software, source code, architecture, design, layout, graphics, interfaces,

dashboards, workflow systems, forms, documents, educational materials, and logos—are the exclusive property of **InclusiCare Inc.** and/or its licensors.

These rights are protected under **Canadian Intellectual Property Laws**, including the **Copyright Act (R.S.C., 1985, c. C-42)**, and applicable **Provincial Legislation and International Treaties**.

Limited License for Staff and Contractors

As a registered staff member or authorized contractor of InclusiCare, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the platform solely for official work-related duties, including:

- Viewing and managing shifts and schedules
- Submitting reports, timesheets, and incident logs
- Accessing client care guidelines and organizational resources

No ownership rights or interest in the platform are transferred to you.

Prohibited Uses

You are strictly prohibited from:

- Copying, reproducing, modifying, distributing, or creating derivative works from any part of the InclusiCare system or materials;
- Exporting, sharing, or disclosing internal data, care documents, training modules, or client information outside the organization;
- Reverse-engineering, decompiling, hacking, or attempting unauthorized access to any part of the platform;
- Using InclusiCare's trademarks, service marks, logos, or brand identity without written permission;
- Using the platform for any purpose unrelated to your role, including personal gain or external consulting.

Permitted Internal Use

You may only:

- Access and store necessary platform data temporarily on approved devices for operational purposes;

- Download or print work-related documents (e.g., shift instructions, care logs) **solely for official InclusiCare duties** and in compliance with client confidentiality policies.

Requests for External Use

Any request to use InclusiCare's materials, systems, or intellectual property outside the scope of your employment or contract must be submitted in writing and approved by InclusiCare Management.

Violation & Enforcement

Unauthorized use of InclusiCare's intellectual property may result in:

- Termination of access or contract
- Internal disciplinary action
- Legal action under Canadian law

All rights not expressly granted are fully reserved by InclusiCare Inc.

11. Suspension and Termination

Your access may be suspended or terminated if:

- You leave the organization or your contract ends.
- You breach these Terms, organizational policy, or safeguarding rules.
- Misuse, fraud, or negligence is detected.

Records (e.g., shift reports, timesheets) may be retained for legal, compliance, and audit purposes even after account closure.

12. Limitation of Liability

To the maximum extent permitted under Canadian law, InclusiCare Inc., its directors, officers, employees, affiliates, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the InclusiCare platform, including but not limited to:

- Loss of income, wages, scheduling opportunities, or contractual disputes;
- Technical errors, system downtime, or data transmission failures;
- Misuse of the platform by other users, including incomplete reports or late submissions;
- Decisions, notes, or actions taken by staff based on shift information, care guidance, or communication features within the platform.

12.1 No Medical or Clinical Liability

The InclusiCare App is a support and coordination tool. It does not provide medical advice, diagnosis, or treatment, nor does it replace established care protocols or emergency procedures.

Each staff member is responsible for exercising **professional judgment**, following client care plans, and reporting safety concerns through designated channels.

12.2 Duty of Care & Legal Obligations Not Excluded

Nothing in these Terms excludes or limits InclusiCare's liability where such exclusion would breach applicable laws, including:

- Failure to comply with legal obligations relating to client safety, abuse, or neglect reporting;
- Gross negligence or intentional misconduct by InclusiCare;
- Breach of privacy or confidentiality obligations under PIPEDA or Alberta PIPA.

12.3 User Responsibility for Conduct

You acknowledge that you, as a staff or contractor, are solely responsible for:

- The accuracy and timeliness of your reports, timesheets, and shift documentation;
- Safeguarding client confidentiality and records;
- Any misconduct, negligence, or breach of policy while using the platform.

InclusiCare is not responsible for errors arising from your individual actions, judgment, or failure to follow procedures.

12.4 Maximum Financial Liability

Where liability cannot be fully excluded, InclusiCare's total aggregate liability for any claim arising from the use of the platform shall be strictly limited to:

the total amount paid to you in wages or service fees over the previous 30 days,
or **CAD \$100**, whichever is lower.

12.5 Assumption of Risk

By using the InclusiCare platform, you acknowledge that operational risks—such as scheduling conflicts, delayed communications, or administrative disputes—are inherent to digital systems and do not constitute organizational negligence.

13. Governing Law

Governing Law and Jurisdiction

These Terms and any dispute, claim, or controversy arising from or relating to the use of the InclusiCare App or Services shall be governed by and construed in accordance with the laws of the **Province of Alberta** and the applicable laws of **Canada**, without regard to conflict of law principles.

14. Dispute Resolution Process

InclusiCare encourages all staff and contractors to resolve any concerns or disputes through open communication and internal channels before pursuing external legal remedies. The following process applies to all disputes arising from these Terms or the use of the InclusiCare App and Services:

1. Internal Resolution

You must first submit your concern in writing to InclusiCare Management or Human Resources.

InclusiCare will review the issue and make reasonable efforts to resolve it internally within **thirty (30) days** of receiving the written notice.

2. Mediation

If the matter cannot be resolved through internal review, the parties may agree to participate in confidential mediation conducted by a neutral, accredited mediator located in Canada, chosen jointly by both parties.

Mediation will be conducted in English, and each party will bear its own costs unless otherwise agreed.

3. **Arbitration or Court Action**

If mediation does not resolve the matter, the dispute shall be resolved either through:

- **Binding arbitration** conducted in accordance with the **Arbitration Act (Canada)** or the equivalent provincial arbitration law applicable to the parties' location; **or**
- A **court of competent jurisdiction within Canada**, if arbitration is not mutually agreed upon.

Any arbitral award will be **final and binding**, and may be enforced by any court of competent jurisdiction in Canada.

15. Jurisdiction

Subject to the mandatory arbitration process (if applicable), you agree that any legal action or proceeding arising out of or relating to these Terms, or your use of the InclusiCare App and Services, shall be brought exclusively before the competent courts of Canada, in the province or territory most closely connected to the dispute or to the parties involved.

You further agree that you will not commence or participate in any legal proceedings relating to these Terms in any jurisdiction outside of Canada.

16. Limitation on Time to File Claims

To the fullest extent permitted by law, any claim or cause of action arising out of or relating to these Terms or the use of the InclusiCare App must be filed within **two (2) years** from the date the claim first arose.

If not filed within this period, the claim shall be permanently barred.

17. Modifications to Terms of Use

InclusiCare reserves the right to amend, update, or modify these Terms of Use at any time, at its sole discretion, to reflect changes in healthcare regulations, legal requirements, organizational policies, technological improvements, or operational needs.

Any revised Terms of Use will take effect upon publication within the InclusiCare App or staff portal. Where material changes are made—particularly those affecting staff obligations,

privacy, or client care standards—InclusiCare will provide a clear notice to users (e.g., app notification, email, or dashboard alert) for a minimum of seven (7) days following publication.

We strongly advise all users (employees, contractors, and authorized personnel) to review the Terms of Use regularly to stay informed of any updates, especially those affecting care procedures, documentation standards, and data privacy responsibilities.

Continued access to or use of the InclusiCare App after changes are published will constitute acceptance of the revised Terms. If you do not agree with any modifications, you must discontinue use of the platform and notify management for appropriate resolution or clarification.

If you have questions regarding any updates to the Terms of Use, you are encouraged to contact InclusiCare Administration or your Supervisor before proceeding with continued use.

18. Contact Information

For questions about these Terms or your account:

 info@inclusicareresolution.ca

 Unit 250, 3700 78 Ave SE, Calgary, AB T2C 2L8