



SiteFolio Terms of Service

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These Terms of Service govern access to and use of SiteFolio, including the SiteFolio web application, websites, dashboards, portals, document upload features, certification tracking features, onboarding workflows, notification tools, software, support services, and related services provided by **SiteFolio Technologies** (“SiteFolio,” “we,” “us,” or “our”).

By creating an account, accepting an invitation, clicking “I agree,” accessing the platform, uploading information, signing or acknowledging documents, or otherwise using SiteFolio, you agree to these Terms. If you are using SiteFolio on behalf of a company or organization, you represent that you have authority to bind that company or organization to these Terms.

If you do not agree to these Terms, do not access or use SiteFolio.

1. What SiteFolio Does

SiteFolio is a construction workforce compliance and onboarding platform. It helps general contractors, construction managers, trade contractors, subcontractors, and related construction project stakeholders collect, organize, review, and track worker certifications, company documents, signed agreements, onboarding records, site-specific requirements, and related compliance information.

SiteFolio is a software tool. It is not a safety consultant, legal advisor, regulator, insurance broker, engineering firm, professional certification authority, employment agency, payroll provider, or health and safety program administrator.

SiteFolio helps customers manage information and workflows. It does not replace the legal, contractual, occupational health and safety, employment, site safety, insurance, or regulatory obligations of any customer, contractor, employer, constructor, owner, worker, supervisor, trade contractor, or site representative.

2. Definitions

In these Terms:

“Account” means a user account created to access SiteFolio.

“Admin User” means a user who has administrative access for a Customer, including a general contractor administrator or other authorized company administrator.



“Authorized User” means any individual invited, authorized, or permitted by a Customer or SiteFolio to access the Services.

“Customer” means the company, organization, general contractor, construction manager, owner, trade contractor, subcontractor, or other entity that subscribes to, pays for, or is authorized to use the Services.

“Customer Data” means all information, documents, files, records, images, certifications, worker details, company information, site information, business documents, acknowledgements, signatures, comments, communications, and other content submitted to or generated through the Services by or on behalf of a Customer or its Authorized Users.

“Site Workspace” means a site-specific workspace, project workspace, portal, dashboard, or compliance environment created within SiteFolio.

“Trade Manager” means an Authorized User associated with a trade contractor, subcontractor, vendor, supplier, or service provider who is invited to upload worker information, certifications, company documents, signed agreements, or other compliance materials.

“Worker Data” means information relating to an individual worker, including name, trade, role, contact information, certifications, training records, document files, expiry dates, orientation status, emergency contact information if provided, and related compliance information.

“Services” means the SiteFolio platform, software, websites, dashboards, portals, workflows, APIs, support, hosting, storage, email notifications, subscription services, and related services.

“Order Form” means a written order, subscription agreement, statement of work, invoice, online checkout, proposal, pilot agreement, or other written document that describes the Services, fees, subscription period, site workspaces, onboarding services, or commercial terms.

3. Acceptance and Authority

You may only use SiteFolio if you are legally able to enter into a binding agreement.

If you use SiteFolio on behalf of a company, you represent and warrant that:

1. you are authorized to accept these Terms on behalf of that company;
2. the company agrees to be bound by these Terms;
3. all information you provide is accurate and complete; and
4. you are authorized to submit, upload, manage, view, or process the Customer Data you access or provide.



If you are a Trade Manager, you represent that your company has authorized you to submit worker information, worker certifications, business documents, insurance documents, signed agreements, acknowledgements, and related information through SiteFolio.

If you upload or submit information about workers or other individuals, you represent and warrant that you have provided all required notices and obtained all required consents or authorizations required by applicable law, employment agreements, collective agreements, site rules, company policies, and contractual obligations.

4. Customer Responsibility for Compliance

SiteFolio provides software to support compliance recordkeeping and workflow management. The Customer remains fully responsible for determining, implementing, maintaining, and verifying its own legal, safety, employment, contractor management, insurance, training, site access, and regulatory requirements.

Without limiting the above:

1. Customers are responsible for determining which certifications, documents, agreements, training records, insurance records, licenses, forms, and acknowledgements are required for each site, worker, trade, subcontractor, or project.
2. Customers are responsible for reviewing and approving or rejecting submitted documents.
3. Customers are responsible for confirming whether a worker, subcontractor, trade company, supplier, or site visitor is permitted to work on site.
4. Customers are responsible for complying with applicable occupational health and safety legislation, construction regulations, employment laws, labour laws, privacy laws, insurance requirements, union requirements, project agreements, site safety plans, and contractual obligations.
5. Customers are responsible for maintaining appropriate offline procedures, emergency procedures, backups, and continuity plans.
6. Customers must not rely on SiteFolio as the sole source of truth for emergency response, active site control, incident response, hazard control, worker supervision, safety training, regulatory compliance, or legal decision-making.

SiteFolio does not guarantee that use of the Services will satisfy any law, regulation, audit requirement, insurance requirement, owner requirement, contractor requirement, ministry requirement, or regulator requirement.



5. No Professional Advice

The Services may include status indicators, dashboards, alerts, reminders, expiry tracking, document checklists, compliance summaries, or other workflow outputs. These outputs are provided for convenience only.

SiteFolio does not provide legal advice, safety advice, engineering advice, insurance advice, employment advice, tax advice, accounting advice, medical advice, regulatory advice, or professional compliance advice.

Customers should consult qualified legal counsel, health and safety professionals, insurance advisors, engineers, accountants, or other professional advisors as appropriate.

6. Accounts and Access

To use SiteFolio, Authorized Users may need to create an Account or accept an invitation.

You agree to:

1. provide accurate, current, and complete account information;
2. keep your login credentials confidential;
3. use strong passwords and reasonable security practices;
4. promptly notify us of unauthorized access or suspected compromise;
5. access only the data and workspaces you are authorized to access;
6. not share your account with another person; and
7. ensure that your use of SiteFolio complies with these Terms and applicable law.

Customers are responsible for all activity under their accounts and Authorized Users, whether or not the activity was authorized by the Customer, unless caused solely by SiteFolio's breach of these Terms.

SiteFolio may suspend or restrict access if we reasonably believe an account has been compromised, used unlawfully, used in breach of these Terms, or used in a way that creates risk to SiteFolio, another customer, a worker, a third party, or the Services.



7. User Roles and Permissions

SiteFolio may support different user roles, including GC Admins, Trade Managers, project users, site users, and other roles.

Customers are responsible for assigning appropriate roles and permissions to their Authorized Users. SiteFolio is not responsible for losses caused by a Customer assigning improper access, inviting the wrong person, failing to remove a user, failing to deactivate an account, or failing to review permissions.

SiteFolio may use role-based access controls, tenant isolation, database-level restrictions, application-level authorization checks, and other safeguards. However, Customers remain responsible for managing their own users, invitations, and permissions.

8. Customer Data Ownership

As between SiteFolio and the Customer, the Customer owns Customer Data.

SiteFolio does not claim ownership of Customer Data. However, Customer grants SiteFolio a worldwide, non-exclusive, royalty-free license to host, store, process, transmit, display, copy, modify, format, analyze, back up, and otherwise use Customer Data as necessary to:

1. provide, maintain, secure, and improve the Services;
2. support user accounts and workflows;
3. enable document uploads, downloads, previews, and secure links;
4. provide dashboards, status indicators, reports, notifications, and audit records;
5. troubleshoot, prevent abuse, and protect the Services;
6. comply with law and enforce these Terms; and
7. provide support requested by the Customer or Authorized Users.

This license continues for as long as necessary to provide the Services, comply with legal obligations, enforce agreements, maintain backups, preserve audit logs, and resolve disputes.



9. Customer Data Accuracy

Customers and Authorized Users are solely responsible for the accuracy, completeness, quality, legality, and reliability of Customer Data.

SiteFolio does not independently verify that:

1. a certification is genuine;
2. a license is valid;
3. a worker completed training;
4. an expiry date is correct;
5. a document is complete;
6. a signature is legally sufficient;
7. a company has valid insurance;
8. workers compensation coverage is active;
9. a trade contractor is legally permitted to perform work;
10. a worker is competent, trained, qualified, authorized, or fit for duty; or
11. the Customer's requirements comply with applicable law.

Any status labels such as “valid,” “expired,” “complete,” “approved,” “pending,” “missing,” “rejected,” or similar labels are workflow indicators based on information entered into the Services. They are not legal, regulatory, safety, or professional determinations by SiteFolio.

10. Site-Specific Compliance Records

SiteFolio may allow Customers and Trade Managers to reuse documents, worker records, or company information across projects or site workspaces. However, unless expressly stated otherwise in the Services or an Order Form, each site workspace and project compliance record remains site-specific.

Documents may be reused for convenience, but compliance approval, site access, onboarding status, contractual acknowledgements, and site-specific requirements must be reviewed and confirmed for the applicable site.

A document approved for one site is not automatically approved for another site unless the applicable Customer or authorized reviewer approves it for that other site.



11. Uploaded Files and Documents

The Services may allow users to upload PDFs, images, forms, certifications, business licenses, certificates of insurance, workers compensation documents, safety policies, agreements, tax forms, orientation documents, and other files.

You agree that:

1. you will only upload files that you are authorized to upload;
2. uploaded files must not contain viruses, malware, spyware, ransomware, harmful code, or unlawful content;
3. uploaded files must not infringe intellectual property, privacy, publicity, confidentiality, employment, contractual, or other rights;
4. uploaded files must not contain unnecessary sensitive information;
5. you will not upload social insurance numbers, banking information, government identity documents, medical records, criminal background checks, biometric data, or other highly sensitive information unless required for a legitimate legal or compliance purpose and authorized by the affected individual and applicable law;
6. you are responsible for keeping original copies and backups of your documents; and
7. SiteFolio is not responsible for the loss of original records that you fail to retain outside the Services.

SiteFolio may reject, quarantine, remove, disable, or restrict access to files that we reasonably believe violate these Terms, create security risk, create legal risk, or may harm the Services or any person.

12. Electronic Signatures, Acknowledgements, and Records

The Services may allow users to click checkboxes, upload signed documents, acknowledge terms, submit forms, confirm requirements, or otherwise create electronic records.

You agree that:

1. electronic signatures, checkbox acknowledgements, uploads, confirmations, button clicks, timestamps, user IDs, IP addresses, account activity, and audit records may be used to show acceptance, submission, acknowledgement, approval, rejection, or other actions;
2. you consent to using electronic records and electronic communications through SiteFolio;



3. you will not dispute the validity of an action solely because it was completed electronically;
4. you are responsible for determining whether a specific electronic signature or acknowledgement is sufficient for your legal, contractual, regulatory, or evidentiary needs; and
5. SiteFolio is not responsible for the enforceability of any third-party contract, site agreement, subcontract, safety policy, trade acknowledgement, or uploaded signed document.

SiteFolio does not guarantee that any electronic record created through the Services will satisfy a particular legal formality, evidentiary rule, regulator, court, tribunal, owner, insurer, contractor, union, or project requirement.

13. Notifications, Alerts, and Reminders

SiteFolio may send invitations, onboarding notices, document update notices, expiry reminders, status updates, approval notices, rejection notices, password reset emails, account notices, billing notices, and other communications.

Notifications and reminders are provided for convenience only. SiteFolio does not guarantee delivery, timing, accuracy, or receipt of any notice or reminder.

Customers remain responsible for independently tracking deadlines, expiry dates, onboarding requirements, legal obligations, site requirements, and compliance obligations.

SiteFolio is not responsible for missed emails, spam filtering, incorrect contact information, disabled accounts, bounced messages, delivery failures, internet outages, user inaction, or any loss arising from delayed or missed notifications.

14. Subscription, Fees, and Payment

Fees, subscription periods, site workspaces, onboarding fees, pilot terms, renewal terms, and other commercial terms will be set out in an Order Form, invoice, proposal, subscription page, or written agreement.

Unless otherwise stated in an Order Form:

1. fees are charged in Canadian dollars;



2. fees are non-refundable;
3. subscriptions are billed in advance;
4. taxes are not included and will be charged where applicable;
5. payment is due on the invoice due date or, if no date is stated, within 15 days of invoice;
6. Customer is responsible for all applicable sales, use, GST/HST, provincial, local, withholding, and similar taxes;
7. overdue amounts may accrue interest at 1.5% per month or the maximum amount allowed by law, whichever is lower;
8. SiteFolio may suspend access for overdue amounts after giving reasonable notice; and
9. Customer remains responsible for payment during suspension.

If a Customer pays through a third-party payment processor, Customer authorizes SiteFolio and its payment processor to charge the applicable payment method for fees, renewals, taxes, and other charges.

15. Free Trials, Pilots, Beta Features, and Early Access

SiteFolio may offer free trials, pilot programs, beta features, test environments, discounted pilots, early access features, or experimental features.

These are provided “as is,” without warranties, service-level commitments, or guarantees. SiteFolio may modify, limit, suspend, or discontinue beta, pilot, or trial features at any time.

Beta and pilot features may be incomplete, contain bugs, change materially, lose data, produce inaccurate outputs, or be removed. Customers should not rely on beta or pilot features for critical compliance, safety, legal, audit, regulatory, payment, or operational decisions without independent verification.

16. Acceptable Use

You must not, and must not permit anyone else to:

1. use the Services unlawfully or fraudulently;
2. access or attempt to access another customer’s data without authorization;
3. test, scan, probe, exploit, or bypass SiteFolio security controls without written permission;



4. reverse engineer, decompile, copy, scrape, modify, or create derivative works from the Services except as permitted by law;
 5. interfere with, overload, disrupt, or degrade the Services;
 6. upload malware, harmful code, or unlawful content;
 7. use the Services to harass, threaten, discriminate, defame, or harm any person;
 8. upload false, misleading, forged, altered, or fraudulent documents;
 9. impersonate another person or misrepresent authority;
 10. remove proprietary notices;
 11. use the Services to build a competing product or service;
 12. use automated tools to extract data except through approved exports or APIs;
 13. sell, lease, sublicense, or provide unauthorized access to the Services;
 14. violate privacy, employment, labour, confidentiality, intellectual property, or data protection laws; or
 15. use the Services in a way that creates unreasonable risk to SiteFolio, another customer, a worker, a site, a third party, or the public.
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17. Security

SiteFolio uses commercially reasonable administrative, technical, and physical safeguards designed to protect the Services and Customer Data.

These safeguards may include access controls, authentication, authorization checks, tenant isolation, encrypted connections, secure file storage, signed links, validation, logging, monitoring, backups, and restricted internal access.

No system is perfectly secure. SiteFolio does not guarantee that unauthorized access, loss, misuse, outage, vulnerability, or security incident will never occur.

Customers are responsible for their own security practices, including managing user access, disabling former users, protecting passwords, securing devices, reviewing permissions, training users, and promptly reporting suspected incidents.

18. Privacy

SiteFolio's collection, use, disclosure, retention, and protection of personal information is described in the SiteFolio Privacy Policy.



By using the Services, you acknowledge the Privacy Policy. If you provide personal information about workers, employees, contractors, emergency contacts, or other individuals, you are responsible for giving all legally required privacy notices and obtaining all legally required consents or authorizations.

If there is a conflict between these Terms and the Privacy Policy about the handling of personal information, the Privacy Policy will govern to the extent of that conflict.

19. Confidentiality

Each party may receive non-public information from the other party that should reasonably be understood to be confidential, including business information, technical information, pricing, security information, customer lists, product plans, worker records, project records, and uploaded documents.

The receiving party will:

1. use confidential information only to perform or receive the Services;
2. protect confidential information using reasonable care;
3. not disclose confidential information except to personnel, contractors, advisors, service providers, or representatives who need to know and are bound by confidentiality obligations; and
4. return or destroy confidential information when required by these Terms, subject to legal, backup, archival, audit, and dispute-resolution obligations.

Confidentiality obligations do not apply to information that is publicly available without breach, already known without restriction, independently developed without use of confidential information, lawfully received from a third party, or required to be disclosed by law.

20. SiteFolio Intellectual Property

SiteFolio and its licensors own all rights, title, and interest in and to the Services, including software, code, design, interfaces, workflows, templates, documentation, processes, databases, schemas, logos, trademarks, trade names, product names, analytics, know-how, algorithms, and improvements.

These Terms do not transfer any SiteFolio intellectual property to Customer or any user.



Subject to these Terms and payment of applicable fees, SiteFolio grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the subscription period to access and use the Services for Customer's internal business purposes.

21. Feedback

If you provide ideas, suggestions, requests, recommendations, comments, improvements, or other feedback about SiteFolio, you grant SiteFolio a perpetual, irrevocable, worldwide, royalty-free right to use, modify, commercialize, incorporate, and exploit that feedback without restriction or compensation.

SiteFolio has no obligation to use feedback or keep feedback confidential unless separately agreed in writing.

22. Aggregated and De-Identified Data

SiteFolio may create and use aggregated, anonymized, or de-identified data derived from use of the Services, provided that the data does not identify Customer, Authorized Users, workers, or individuals.

SiteFolio may use aggregated or de-identified data to operate, analyze, improve, benchmark, secure, and market the Services, develop new features, understand usage patterns, and create industry insights.

SiteFolio will not use aggregated or de-identified data to publicly identify a Customer or worker without permission.

23. Third-Party Services

The Services may integrate with or rely on third-party providers, including cloud hosting providers, database providers, authentication providers, file storage providers, email delivery providers, payment processors, analytics providers, support tools, and other vendors.

SiteFolio is not responsible for third-party services outside its reasonable control.



Customer's use of third-party services may be subject to separate terms and policies. SiteFolio does not guarantee the availability, security, performance, or accuracy of third-party services.

24. Support and Maintenance

SiteFolio may provide reasonable support during normal business hours, unless otherwise stated in an Order Form.

SiteFolio may update, modify, maintain, suspend, or discontinue parts of the Services from time to time. SiteFolio will use reasonable efforts to avoid unnecessary disruption but does not guarantee uninterrupted service.

SiteFolio may perform scheduled or emergency maintenance without liability.

25. Availability and Backups

SiteFolio will use commercially reasonable efforts to make the Services available, but the Services may be unavailable due to maintenance, updates, outages, third-party failures, cyber incidents, force majeure events, internet issues, customer systems, or circumstances beyond SiteFolio's reasonable control.

Customers are responsible for maintaining copies of documents, certifications, agreements, safety records, audit records, and other information where required by law, contract, insurance, company policy, or prudent business practice.

SiteFolio is not a substitute for Customer's own record retention, audit preparation, legal compliance, business continuity, or disaster recovery program.

26. Data Export and Return

During an active subscription, Customer may export available Customer Data through the export features made available in the Services.



After termination or expiry, SiteFolio may, upon written request and subject to payment of outstanding fees and reasonable technical limitations, make available a copy of Customer Data in a commercially reasonable format for a limited period.

Unless otherwise required by law or agreed in writing, SiteFolio may delete or disable access to Customer Data after termination, subject to backup retention, audit logs, legal holds, dispute records, security records, and records required for legitimate business or legal purposes.

27. Term and Termination

These Terms begin when you first access or use the Services and continue until terminated.

A Customer's subscription term will be described in the applicable Order Form. Unless otherwise stated, subscriptions renew for successive periods unless either party gives written notice of non-renewal at least 30 days before the renewal date.

SiteFolio may terminate or suspend access immediately if:

1. Customer fails to pay fees when due;
2. Customer or an Authorized User materially breaches these Terms;
3. use of the Services creates security, legal, operational, reputational, privacy, or financial risk;
4. Customer becomes insolvent, bankrupt, or ceases business;
5. required by law or a third-party provider; or
6. continuing to provide the Services would be unlawful or impractical.

Customer may terminate for material breach if SiteFolio fails to cure the breach within 30 days after written notice.

Termination does not relieve Customer of payment obligations accrued before termination.

28. Effect of Termination

Upon termination:

1. Customer's right to access and use the Services ends;
2. Authorized Users may lose access to accounts, workspaces, records, documents, and exports;



3. Customer remains responsible for unpaid fees, taxes, and charges;
 4. SiteFolio may retain, delete, archive, or anonymize Customer Data in accordance with these Terms, the Privacy Policy, and applicable law; and
 5. provisions that by their nature should survive will survive, including payment obligations, confidentiality, intellectual property, disclaimers, indemnities, limitations of liability, data retention, dispute resolution, and general provisions.
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29. Warranties

Each party represents that it has authority to enter into these Terms.

SiteFolio will use commercially reasonable efforts to provide the Services in a professional manner.

Except as expressly stated in these Terms, the Services are provided “as is” and “as available.”

To the maximum extent permitted by law, SiteFolio disclaims all warranties, conditions, representations, and guarantees, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, security, uninterrupted operation, error-free operation, legal compliance, regulatory compliance, audit readiness, and suitability for Customer’s specific needs.

30. Important Safety and Compliance Disclaimer

Customer acknowledges and agrees that construction sites involve serious legal, safety, operational, and financial risks.

SiteFolio is not responsible for and does not control:

1. who enters a construction site;
2. whether a worker is properly trained;
3. whether a worker is competent or fit for duty;
4. whether a certification is authentic or sufficient;
5. whether a trade contractor is compliant;
6. whether site orientation was properly delivered;
7. whether a hazard was identified or controlled;
8. whether a contractor, owner, employer, supervisor, constructor, or worker complied with law;



9. whether a regulator, auditor, owner, insurer, or court accepts a document or record;
10. whether work should stop or continue;
11. whether a worker should be removed from site; or
12. whether an incident, injury, fine, stop-work order, prosecution, lawsuit, audit finding, insurance denial, delay, or loss occurs.

Customer remains solely responsible for site safety, site access, supervision, worker competency, compliance decisions, regulatory compliance, and legal obligations.

31. Limitation of Liability

To the maximum extent permitted by law, SiteFolio will not be liable for any indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages, or for any loss of profits, revenue, business, goodwill, data, use, contracts, opportunity, productivity, project delay, site delay, work stoppage, regulatory penalty, insurance recovery, or anticipated savings, even if SiteFolio has been advised of the possibility of such damages.

To the maximum extent permitted by law, SiteFolio will not be liable for any claim arising from:

1. Customer Data;
2. inaccurate, incomplete, expired, missing, fraudulent, or unauthorized documents;
3. Customer's compliance decisions;
4. Customer's site safety obligations;
5. worker injury, death, illness, incident, or unsafe work;
6. fines, penalties, stop-work orders, prosecutions, inspections, audit findings, or regulatory action;
7. unauthorized access caused by Customer's users, credentials, devices, or systems;
8. Customer's failure to maintain backups or offline records;
9. third-party services;
10. missed notifications or reminders;
11. downtime or interruption;
12. beta, pilot, or trial features; or
13. Customer's breach of these Terms or applicable law.

To the maximum extent permitted by law, SiteFolio's total aggregate liability for all claims arising out of or relating to these Terms or the Services will not exceed the greater of:

1. the fees paid by Customer to SiteFolio for the affected Services in the 12 months before the event giving rise to liability; or
2. CAD \$1,000.



The limitations in this section apply regardless of the legal theory, including contract, tort, negligence, strict liability, statute, equity, or otherwise.

32. Customer Indemnity

Customer will defend, indemnify, and hold harmless SiteFolio and its directors, officers, employees, contractors, service providers, affiliates, and representatives from and against all claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable legal fees, arising out of or relating to:

1. Customer Data;
 2. Customer's use of the Services;
 3. Customer's breach of these Terms;
 4. Customer's violation of law;
 5. Customer's failure to obtain required consents, notices, authorizations, or permissions;
 6. Customer's employment, labour, contractor, union, privacy, safety, insurance, regulatory, or site obligations;
 7. claims by workers, employees, contractors, subcontractors, trade companies, unions, owners, regulators, insurers, or third parties relating to Customer Data or Customer's use of SiteFolio;
 8. inaccurate, false, forged, incomplete, expired, or misleading documents submitted by Customer or its users;
 9. Customer's approval, rejection, or reliance on documents or compliance statuses;
 10. personal injury, illness, death, property damage, project delay, work stoppage, safety incident, or site incident not caused solely by SiteFolio's intentional misconduct; and
 11. Customer's violation of another party's intellectual property, privacy, confidentiality, employment, contractual, or other rights.
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33. SiteFolio IP Indemnity

SiteFolio will defend Customer against a third-party claim alleging that the Services, as provided by SiteFolio and used in accordance with these Terms, infringe that third party's Canadian intellectual property rights.

SiteFolio's obligation does not apply to claims arising from:

1. Customer Data;



2. Customer instructions or specifications;
3. modifications not made by SiteFolio;
4. combination with products, services, data, or systems not provided by SiteFolio;
5. use after SiteFolio provides a workaround or termination option;
6. breach of these Terms; or
7. beta, pilot, free, or trial services.

If the Services are or may be subject to an infringement claim, SiteFolio may, at its option:

1. obtain the right for Customer to continue using the Services;
2. modify the Services to avoid infringement;
3. replace the affected Services; or
4. terminate the affected Services and refund prepaid unused fees.

This section states SiteFolio's entire liability for intellectual property infringement claims.

34. Publicity

Unless otherwise agreed in writing, Customer grants SiteFolio the right to identify Customer as a customer or pilot customer using Customer's name and logo in customer lists, pitch materials, investor materials, presentations, website materials, and marketing materials.

SiteFolio will not publish detailed case studies, testimonials, project information, worker information, financial information, or confidential Customer Data without Customer's consent.

Customer may revoke logo use by written notice, and SiteFolio will use reasonable efforts to remove the logo from future materials.

35. Changes to the Services

SiteFolio may improve, modify, update, remove, or discontinue features from time to time.

SiteFolio will not materially reduce core paid functionality during a subscription term without reasonable notice unless required for security, legal, technical, or operational reasons.

SiteFolio may add new features that are subject to additional terms or fees.



36. Changes to These Terms

SiteFolio may update these Terms from time to time.

If changes are material, SiteFolio will provide reasonable notice by email, in-app notice, website notice, or other reasonable means. Updated Terms become effective on the date stated in the notice or, if no date is stated, when posted.

Continued use of the Services after updated Terms become effective means you accept the updated Terms.

If Customer does not agree to material updates, Customer may stop using the Services and terminate at the end of the current subscription term. No refund will be owed unless required by law or expressly agreed in writing.

37. Governing Law and Venue

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict of law rules.

Subject to any mandatory legal requirements, the courts located in Toronto, Ontario will have exclusive jurisdiction over disputes arising out of or relating to these Terms or the Services.

Each party waives any objection to the venue or jurisdiction of those courts.

38. Class Action Waiver

To the maximum extent permitted by law, disputes must be brought on an individual basis and not as a plaintiff or class member in any proposed class, collective, representative, or similar proceeding.



39. Injunctive Relief

A breach of confidentiality, intellectual property, data security, access restrictions, or acceptable use obligations may cause irreparable harm. SiteFolio may seek injunctive or equitable relief without posting a bond or proving actual damages.

40. Force Majeure

SiteFolio will not be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, fire, flood, pandemic, labour disputes, war, terrorism, civil unrest, government action, utility failure, internet failure, hosting provider failure, cyberattacks, denial-of-service attacks, supplier failure, payment processor failure, email provider failure, or other events beyond reasonable control.

41. Assignment

Customer may not assign or transfer these Terms without SiteFolio's prior written consent.

SiteFolio may assign these Terms to an affiliate or in connection with a merger, acquisition, financing, restructuring, sale of assets, corporate transaction, or transfer of the Services.

Any attempted assignment in breach of this section is void.

42. Subcontractors and Service Providers

SiteFolio may use subcontractors, employees, consultants, affiliates, and service providers to provide the Services.

SiteFolio remains responsible for its obligations under these Terms, subject to all limitations and disclaimers.



43. Notices

SiteFolio may provide notices by email, in-app message, website posting, invoice, or other reasonable means.

Customer notices to SiteFolio must be sent to:

SiteFolio Technologies

Email: sitefolioteam@gmail.com

Customer is responsible for keeping account, billing, and administrative contact information current.

44. Entire Agreement

These Terms, the Privacy Policy, applicable Order Forms, invoices, and any written agreements signed by both parties form the entire agreement between the parties regarding the Services.

If there is a conflict, the following order applies unless expressly stated otherwise:

1. a signed written agreement between the parties;
 2. the applicable Order Form;
 3. these Terms;
 4. the Privacy Policy;
 5. online documentation.
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45. Severability

If any part of these Terms is found invalid or unenforceable, the remaining parts will remain in effect. The invalid or unenforceable part will be interpreted or replaced to achieve the original intent as closely as legally possible.



46. No Waiver

Failure to enforce any provision of these Terms is not a waiver of that provision or any other provision.

47. Relationship of the Parties

The parties are independent contractors. These Terms do not create a partnership, joint venture, employment relationship, franchise, fiduciary relationship, agency relationship, or exclusive relationship.

48. Contact

For questions about these Terms, contact:

SiteFolio Technologies

Email: sitefolioteam@gmail.com