

Platform Terms of Service

Flex SC Technologies Inc.

Effective Date: August 16, 2026

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These Platform Terms of Service (“**Terms**”) govern access to and use of the mobile application, website, services and related technology operated by Flex SC Technologies Inc. (“**Flex**,” “**we**,” “**us**,” or “**our**”), collectively referred to as the “**Platform**.”

Please read these Terms carefully.

By creating an account, selecting “I Agree,” accepting or posting a work opportunity, or otherwise using the Platform, you agree to these Terms.

If you use Flex on behalf of a company or other organization, you represent that you have authority to bind that organization to these Terms.

1. About Flex

Flex operates a digital marketplace designed to connect businesses seeking flexible supply chain and logistics labour (“**Businesses**”) with individuals seeking shift-based work opportunities (“**Workers**”).

Flex provides technology that may allow:

- Businesses to create profiles and post work opportunities;
- Workers to create profiles and identify their skills, availability and qualifications;
- Workers to browse, apply for, claim or accept available shifts;
- Businesses to evaluate and select Workers;
- Flex to facilitate matching and communications;
- Workers and Businesses to rate or review one another;
- payments to be facilitated through the Platform; and
- other related marketplace functionality.

Unless expressly stated otherwise, Flex does not guarantee that any Business will receive Workers, that any Worker will receive work opportunities, or that any particular opportunity will remain available.

2. Eligibility

To create a Worker account, you must:

- be at least **18 years old**;
- have legal capacity to enter into these Terms;
- provide accurate account information;
- satisfy applicable verification and screening requirements; and
- be legally entitled to perform any work you accept through the Platform.

Workers are responsible for providing Businesses with information or documentation concerning their legal entitlement to work where required.

Each Business remains responsible for satisfying any employer obligations relating to verification of employment eligibility, payroll or employment documentation that apply to it.

3. Accounts

You must provide accurate, current and complete information when creating and maintaining your account.

You may not:

- impersonate another person or business;
- create an account using false information;
- allow another person to perform a shift using your account;
- share login credentials in a manner that compromises account security;
- maintain multiple accounts for fraudulent or deceptive purposes; or
- use another person's identity, qualifications or credentials.

You are responsible for activity occurring through your account unless caused by unauthorized access that you promptly report to Flex.

Flex may require additional verification if we reasonably suspect fraud, misuse, identity issues or inaccurate information.

4. The Relationship Between Flex, Workers and Businesses

Flex is intended to operate as a marketplace and technology intermediary that facilitates connections between Workers and Businesses.

4.1 Flex Is Not Intended to Be the Employer

For purposes of the Platform and allocation of responsibilities between the parties, when a Worker accepts a Shift, the Business offering that Shift is intended to be the entity engaging and employing the Worker for that Shift.

Flex is not intended to be the Worker's employer merely because Flex:

- operates the Platform;
- facilitates matching;
- displays work opportunities;
- administers ratings or Platform eligibility;
- facilitates communications;
- facilitates background screening;
- processes or facilitates payments through a payment provider; or
- provides other Platform functionality.

The legal characterization of any relationship remains subject to applicable law and the actual circumstances of the relationship. Nothing in these Terms overrides employment, tax, workers' compensation or other legislation that legally applies.

4.2 Business Responsibilities as Employer

Where a Business engages a Worker through Flex, the Business is responsible for its obligations as the employer for that Shift, including all obligations that apply under applicable law.

These may include:

- wages;
- minimum wage;
- overtime;

- vacation pay;
- statutory holiday pay;
- applicable leaves;
- meal breaks;
- hours-of-work requirements;
- payroll deductions;
- CPP and EI obligations;
- income-tax withholding and remittances;
- payroll records;
- wage statements;
- T4s and other tax documentation;
- employment standards;
- human rights obligations;
- workers' compensation coverage;
- workplace safety;
- training;
- supervision;
- accommodation obligations; and
- other employment-related obligations.

Flex's facilitation of a payment or other administrative function does not relieve a Business of an obligation imposed on it by law.

5. Work Opportunities and Shift Information

Businesses are responsible for ensuring that information contained in a Shift posting is accurate and not misleading.

A Shift posting should clearly identify information including:

- nature of the work;

- worksite;
- date;
- scheduled start and end time;
- posted gross hourly wage or other compensation;
- required experience;
- required certifications or qualifications;
- appropriate clothing or PPE requirements;
- relevant physical or operational requirements; and
- other material workplace conditions.

Businesses must not intentionally misrepresent:

- availability of work;
- job duties;
- compensation;
- hours;
- location;
- qualifications;
- working conditions; or
- other material terms.

A Business must promptly update or cancel a Shift if material information changes.

6. Accepting a Shift

Workers control which available opportunities they choose to pursue.

A Worker is not required to accept any particular Shift.

When a Worker selects **Accept Shift**, **Claim Shift**, or another clearly designated acceptance action:

1. the Worker agrees to perform the Shift according to the information displayed;

2. the Business agrees to engage the Worker for the accepted Shift, subject to applicable law and any disclosed requirements;
3. the Worker agrees to attend at the required time and location; and
4. both parties become subject to the applicable Shift, cancellation, payment, safety and conduct provisions of these Terms.

The Platform will display material Shift information before acceptance.

7. Worker Compensation and Flex Fees

The hourly wage or compensation displayed to the Worker is the **gross wage or compensation offered by the Business**, before deductions required by law.

Flex does not deduct a Platform commission or booking fee from the posted Worker wage.

Flex's Platform fee is charged separately to the Business.

For example, where a Business posts a gross wage of **\$25.00 per hour**, the Business may pay the \$25.00 gross wage plus the applicable Flex Platform fee.

Any deductions from Worker compensation required by applicable tax, payroll, employment or other law are separate from Flex's Platform fee and remain the responsibility of the applicable employer or other legally responsible party.

Businesses are responsible for any additional amounts required by applicable law, including where applicable:

- overtime;
- vacation pay;
- statutory holiday pay;
- minimum daily pay;
- termination-related amounts; and
- other statutory entitlements.

8. Payment Processing

Flex uses third-party payment providers, including **Stripe**, to facilitate payments and transactions.

Businesses authorize Flex and its payment providers to process amounts associated with:

- Worker compensation;
- Platform fees;
- applicable taxes;
- cancellation compensation;
- adjustments;
- refunds;
- disputes; and
- other authorized amounts.

The Business remains responsible for ensuring all employment, payroll, tax and statutory amounts are correctly calculated, deducted, remitted and reported where the Business is legally responsible for doing so.

Workers and Businesses must provide accurate payment information and cooperate with reasonable payment-verification requirements.

Payment processing may also be subject to the payment provider's terms and privacy practices.

9. Worker Cancellation Policy

Flex recognizes that Workers require flexibility while Businesses require reliable attendance.

9.1 Standard Cancellation

A Worker may cancel an accepted Shift **at least four (4) hours before the scheduled start time**.

A Standard Cancellation will not automatically reduce the Worker's Performance Rating and will not count as a Late Cancellation or No-Show.

Flex may nevertheless review patterns of excessive or abusive cancellations where they materially interfere with marketplace reliability.

9.2 Late Cancellation

Cancellation less than **four (4) hours before the scheduled Shift start time** is a “**Late Cancellation.**”

A Late Cancellation may:

- affect the Worker's Reliability record;
- affect matching or priority for future opportunities;
- result in a warning;
- contribute to temporary booking restrictions where repeated; or
- result in account review where a pattern develops.

A Late Cancellation is not automatically treated as a No-Show.

9.3 Emergencies and Protected Circumstances

Flex may excuse a cancellation or No-Show where there is a reasonable explanation such as:

- serious illness or injury;
- family or personal emergency;
- dangerous travel or weather conditions;
- a workplace or Business-related issue;
- a legally protected leave or circumstance; or
- another situation reasonably outside the Worker's control.

Flex may request reasonable information necessary to review the event where permitted by law.

10. Worker No-Shows

An “**Unexcused No-Show**” generally occurs when a Worker:

- accepts a Shift;
- does not cancel it before the Shift begins;

- fails to report for the Shift within a reasonable period after the scheduled start time; and
- has not provided reasonable notice or an explanation that Flex determines should excuse the absence.

Flex may consider relevant circumstances before recording an event as an Unexcused No-Show.

No-Show Consequences

Unexcused No-Shows may negatively affect the Worker's Reliability status and access to future opportunities.

Unless Flex determines that different action is appropriate due to severity, fraud, safety or other circumstances:

First and second Unexcused No-Shows:

The Worker may receive a warning and Reliability impact.

Third Unexcused No-Show within a rolling twelve (12) month period:

The Worker will normally be placed on a **seven (7) day booking hold** and will be unable to accept new Shifts during that period.

Another Unexcused No-Show within the applicable twelve (12) month period after reinstatement:

The Worker's account may be **disabled**.

Account disabling is subject to Flex's review process.

Serious misconduct, deliberate fraud, account sharing, falsification or significant safety issues may result in immediate suspension or disabling without waiting for the above sequence.

11. Business Cancellation Policy

Businesses are expected to post Shifts only when there is a genuine and reasonably anticipated need for labour.

11.1 Cancellation Four or More Hours Before a Shift

A Business may cancel a Shift at least **four (4) hours before the scheduled start time** without cancellation compensation under Flex's standard Platform policy, subject to any greater entitlement required by law.

Repeated Business cancellations may affect the Business's Platform standing or result in account review.

11.2 Cancellation Less Than Four Hours Before a Shift

If a Business cancels a confirmed Shift **less than four (4) hours before its scheduled start time**, the Business will normally be required to pay the affected Worker cancellation compensation equal to:

two (2) hours at the posted gross hourly wage.

Flex may facilitate payment of this amount through the Platform.

This Platform policy does not limit any greater amount the Worker may be entitled to under applicable employment law.

11.3 Worker Has Already Reported for Work

If a Worker has already reported for work when a Shift is cancelled, shortened or no longer available, the Business is responsible for all minimum reporting-pay, minimum daily-pay or other obligations required by applicable law.

11.4 Exceptional Circumstances

Flex may review cancellation compensation where cancellation results from:

- an emergency;
- events completely beyond the Business's reasonable control;
- dangerous conditions;
- a Worker failing to satisfy a disclosed requirement;
- a safety issue; or
- other exceptional circumstances.

Nothing in this section reduces a statutory entitlement that cannot legally be waived.

12. Attendance and Shift Completion

Workers agree to:

- arrive on time and ready to work;
- follow reasonable check-in procedures;

- accurately report time worked;
- promptly communicate material delays;
- remain for the accepted Shift unless released or otherwise permitted to leave;
- obtain Business approval before materially extending work beyond the scheduled Shift where practicable; and
- use Platform functionality honestly.

Businesses agree to:

- maintain accurate time and attendance records;
- confirm Shift completion reasonably promptly;
- accurately report hours worked;
- not intentionally reduce reported hours;
- pay Workers for all compensable time required by law; and
- cooperate with reasonable payment or attendance disputes.

Flex may investigate discrepancies.

13. Worker Qualifications and Certifications

Workers are responsible for ensuring that qualifications, certifications, licences, training and credentials uploaded or represented through Flex are:

- genuine;
- accurate;
- current;
- valid; and
- their own.

Workers must not upload falsified, altered, expired or misleading documents.

Unless a credential is specifically marked **“Verified by Flex”** or with equivalent language, Flex has not necessarily independently verified that credential.

Flex may introduce optional or required credential-verification services.

A future **Flex Verified** designation may indicate that Flex or an approved third party has taken specified steps to verify a particular credential. The scope of verification will be described with the designation.

Flex does not guarantee that a credential remains valid after verification.

Businesses remain responsible for determining which qualifications are legally or operationally required for their workplace.

14. Identity Verification and Background Screening

Flex may require Workers to successfully complete identity verification and background screening.

Flex currently uses **Certn** to support identity verification and background screening.

Workers must:

- provide accurate screening information;
- complete required consent processes;
- not submit another person's information;
- cooperate with reasonable verification requirements; and
- promptly address material discrepancies where requested.

A background-screening result does not necessarily result in automatic approval or rejection.

Flex may consider:

- relevance to Platform or workplace safety;
- nature of the information;
- applicable law;
- requirements of particular work opportunities;
- information provided by the Worker; and
- other appropriate circumstances.

Flex may restrict access to the Platform or particular opportunities where reasonably necessary for trust, safety, legal or legitimate marketplace reasons.

Workers may request review of a screening-related Platform decision.

Certn's separate terms, privacy notices and consent requirements may also apply.

15. Workplace Safety

15.1 Business Responsibilities

Businesses are responsible for providing a workplace that complies with applicable occupational health and safety requirements.

Businesses are responsible for matters including, where applicable:

- maintaining a safe workplace;
- identifying workplace hazards;
- providing required site-specific orientation;
- providing appropriate supervision;
- providing required safety training;
- providing PPE where legally required;
- ensuring machinery and equipment are safe;
- ensuring Workers are properly authorized or trained before operating equipment;
- maintaining legally required workers' compensation coverage;
- reporting workplace incidents;
- investigating workplace incidents; and
- complying with applicable occupational health and safety legislation.

15.2 Worker Responsibilities

Workers must:

- follow lawful workplace safety policies and procedures;
- participate in required orientations;
- use required PPE;
- follow reasonable instructions;

- operate only machinery or equipment they are qualified and authorized to use;
- immediately report hazards;
- report workplace injuries or incidents;
- refuse unsafe work where entitled or required by law;
- not attend work impaired by alcohol, illegal drugs or another substance that creates a safety risk; and
- act reasonably to protect themselves and others.

15.3 Injuries

A Worker who is injured or becomes ill as a result of workplace activity should promptly notify the Business and follow applicable workplace reporting procedures.

Where appropriate, the Worker should also notify Flex so that Flex can maintain appropriate Platform records and assist with any marketplace-related investigation.

Reporting an incident to Flex does not replace a Business's statutory reporting obligations.

16. Workplace Conduct

All users must treat one another professionally and respectfully.

The following are prohibited through or in connection with Flex:

- violence or threats;
- harassment;
- unlawful discrimination;
- sexual harassment;
- bullying;
- theft;
- fraud;
- intentional property damage;
- dangerous conduct;
- falsification of records;

- retaliation for raising a legitimate safety or legal concern; and
- other serious misconduct.

Businesses must comply with applicable human rights and employment legislation.

Workers are expected to comply with lawful workplace policies that are properly communicated to them.

17. Ratings, Reviews and Reliability

Flex operates a two-sided reputation system.

17.1 Performance Ratings

After completed Shifts, Businesses may rate Workers on factors such as:

- performance;
- skill;
- teamwork;
- professionalism;
- attitude; and
- safety.

Workers may rate Businesses on factors such as:

- workplace environment;
- organization;
- communication;
- respect; and
- safety.

17.2 Reliability

Flex may separately maintain reliability information based on matters such as:

- attendance;
- timeliness;

- Standard Cancellations;
- Late Cancellations;
- No-Shows; and
- completion of accepted Shifts.

Performance Rating and Reliability may both be considered in matching and Platform eligibility.

17.3 Rating Integrity

Users must not:

- submit knowingly false reviews;
- retaliate through ratings;
- manipulate ratings;
- exchange benefits for ratings;
- threaten users over ratings; or
- coordinate fraudulent reviews.

Flex may remove, adjust or exclude ratings where we reasonably believe they are fraudulent, retaliatory, abusive, irrelevant or otherwise inconsistent with Platform rules.

18. Platform Matching and Recommendations

Flex may use information such as:

- location;
- preferred work area;
- availability;
- skills;
- qualifications;
- certifications;
- experience;
- ratings;

- Reliability;
- previous Shift history; and
- other relevant information

to rank, recommend or match Workers and opportunities.

A recommendation does not guarantee that a Worker is suitable for a Business or that an opportunity is suitable for a Worker.

Businesses remain responsible for their hiring and workplace decisions.

19. Work Eligibility and Employment Documentation

Workers represent that they are legally entitled to perform work they accept through Flex.

Flex does not currently undertake to independently verify immigration status, permanent-resident status or work permits as part of standard Worker onboarding.

Where required by law, the Business engaging the Worker is responsible for obtaining or verifying employment documentation necessary for the employment relationship.

Workers agree to provide legally required information directly to the Business where appropriate.

Flex may introduce additional work-eligibility functionality in the future.

20. Business Payroll and Employment Responsibilities

Businesses acknowledge that Flex is not intended to replace their payroll, human resources, legal, tax or workers' compensation responsibilities.

Each Business is responsible for determining and satisfying its obligations regarding:

- employer registration;
- payroll accounts;
- income-tax withholding;
- CPP;
- EI;

- WorkSafeBC or other workers' compensation coverage;
- payroll remittances;
- wage statements;
- T4s;
- employment records;
- vacation pay;
- statutory holidays;
- overtime;
- leaves;
- minimum shift or reporting pay;
- termination requirements; and
- other employment obligations.

A Business may use third-party payroll or administrative services to satisfy these obligations, but remains responsible for compliance unless applicable law provides otherwise.

21. Business Insurance and Workers' Compensation

Businesses must maintain any insurance or workers' compensation coverage required by law for Workers they engage through Flex.

Flex may require a Business to provide evidence of:

- WorkSafeBC registration or equivalent coverage;
- commercial general liability insurance;
- other industry-appropriate insurance; or
- other compliance documentation.

Failure to provide required documentation may result in suspension or restriction of a Business account.

22. Prohibited Platform Activity

Users may not:

- use Flex for unlawful purposes;
- scrape or systematically extract Platform data;
- interfere with Platform security;
- reverse engineer prohibited portions of the Platform;
- introduce malware or harmful code;
- manipulate matching or ratings;
- use automated systems not authorized by Flex;
- engage in payment fraud;
- misuse another user's personal information;
- circumvent account restrictions;
- misrepresent an identity or business;
- falsify credentials;
- post fraudulent work opportunities; or
- use Flex in a manner that materially harms other users or the Platform.

23. Suspension, Holds and Account Termination

Flex may warn, restrict, place on hold, suspend or disable an account where reasonably necessary because of:

- fraud;
- safety concerns;
- identity issues;
- serious or repeated misconduct;
- repeated Unexcused No-Shows;
- repeated material cancellations;

- false credentials;
- non-payment;
- abusive ratings;
- harassment;
- unlawful activity;
- violation of these Terms; or
- material risk to Flex or Platform users.

Where reasonably practicable, Flex will consider the nature, severity, frequency and surrounding circumstances before imposing a significant account restriction.

Flex may act immediately where reasonably necessary to address serious safety, fraud, security or legal concerns.

24. Review and Appeals

Users may request review of significant Platform decisions, including:

- account disabling;
- certain suspensions;
- No-Show classifications;
- material rating disputes;
- screening-related restrictions; and
- other significant eligibility decisions.

A review request should provide relevant information supporting the request.

Flex may maintain an internal record of the decision and outcome.

Submitting an appeal does not guarantee reversal.

Flex may decline repetitive, abusive or fraudulent review requests.

25. No Guarantee of Work or Labour Supply

Flex does not guarantee:

- any minimum amount of work;
- any minimum earnings;
- that a Worker will be selected;
- that a particular Shift will remain available;
- that a Business will receive any particular Worker;
- any minimum number of applicants; or
- uninterrupted availability of the Platform.

Workers decide when and whether to pursue available opportunities.

Businesses decide when and whether to post work opportunities.

26. Third-Party Services

Flex may rely on third-party providers, including:

- Stripe;
- Certn;
- cloud and hosting providers;
- communications providers; and
- other technology or operational providers.

Third-party services may be governed by separate terms and privacy policies.

Flex is not responsible for third-party services to the extent permitted by law, but this does not limit obligations Flex cannot legally exclude.

27. Intellectual Property

The Platform, including its software, design, branding, logos, text, graphics and related intellectual property, is owned by or licensed to Flex.

Except as expressly permitted, users may not:

- copy;
- reproduce;

- distribute;
- modify;
- sell;
- license;
- reverse engineer; or
- commercially exploit

Flex intellectual property.

Flex grants users a limited, revocable, non-exclusive and non-transferable right to use the Platform for its intended purposes while their account remains authorized.

28. User Content

Users may provide content such as:

- profile information;
- photographs;
- job postings;
- ratings;
- reviews;
- messages; and
- uploaded documents.

You retain any ownership rights you have in your content.

You grant Flex a non-exclusive licence to host, store, reproduce, display, process and use that content as reasonably necessary to operate, secure and improve the Platform and provide its services.

You must have the right to submit content you provide.

29. Privacy

Flex handles personal information in accordance with the **Flex Privacy Policy**.

The Privacy Policy forms part of the overall rules governing use of the Platform but contains additional information regarding collection, use, disclosure, retention and protection of personal information.

Certain services, including Certn screening and Stripe payments, may involve separate privacy notices or consents.

30. Platform Availability and Changes

Flex may:

- maintain;
- update;
- modify;
- add;
- discontinue; or
- temporarily suspend

Platform functionality.

Flex will use reasonable efforts to maintain the Platform but does not guarantee uninterrupted or error-free operation.

31. Disclaimers

To the maximum extent permitted by law, Flex provides the Platform on an “as available” basis.

Flex does not guarantee:

- the conduct of any Worker or Business;
- the accuracy of every user-provided statement;
- that every credential is valid unless expressly verified;
- the suitability of a Worker for a particular workplace;
- the suitability or safety of every workplace;

- uninterrupted Platform availability; or
- any particular marketplace outcome.

Nothing in these Terms excludes or limits a legal warranty, obligation or remedy that cannot lawfully be excluded.

32. Limitation of Liability

To the maximum extent permitted by applicable law, Flex will not be liable for indirect, incidental, special, consequential or punitive damages arising from use of the Platform.

To the maximum extent legally permitted, Flex's aggregate liability arising from the Platform or these Terms will not exceed the greater of:

- **CAD \$100**; or
- the Platform fees paid directly to Flex by the applicable user during the twelve (12) months immediately preceding the event giving rise to the claim.

These limitations do not apply to liability that cannot legally be limited or excluded.

33. Indemnification

To the extent permitted by law, Businesses agree to indemnify and hold Flex harmless from third-party claims, liabilities, penalties, assessments or reasonable costs arising from the Business's:

- employment of Workers;
- failure to pay wages or statutory entitlements;
- payroll obligations;
- tax or remittance obligations;
- workers' compensation obligations;
- workplace conditions;
- health and safety violations;
- unlawful discrimination or harassment;
- inaccurate Shift postings;

- violation of law; or
- material breach of these Terms.

Workers agree to indemnify and hold Flex harmless from third-party claims arising from the Worker's:

- intentional fraud;
- identity misrepresentation;
- falsified credentials;
- theft;
- deliberate unlawful conduct; or
- material breach of these Terms,

to the extent permitted by applicable law.

34. Governing Law and Disputes

These Terms are governed by the laws of the Province of British Columbia and the applicable federal laws of Canada.

Subject to any tribunal, regulatory authority or court that has mandatory jurisdiction, disputes arising from these Terms or the Platform will be submitted to the courts of British Columbia.

Nothing in these Terms prevents a Worker or Business from exercising a statutory right or filing a complaint with an authority having jurisdiction over employment standards, human rights, workplace safety, privacy or another matter.

35. Electronic Agreement

You agree that your electronic actions may constitute acceptance of these Terms.

Actions that may indicate agreement include:

- selecting “I Agree”;
- creating an account after being presented with these Terms;
- selecting “Accept Shift”;

- selecting “Post Shift”; or
- using another clearly designated electronic acceptance mechanism.

Flex may maintain electronic records showing the version of the Terms accepted, date and time of acceptance and related account information.

36. Changes to These Terms

Flex may update these Terms as the Platform or applicable requirements evolve.

Where a change is material, Flex may:

- provide notice;
- require users to review the updated Terms; and
- require renewed acceptance before continued use of affected Platform features.

The “Last Updated” date identifies the current version.

37. General

If any provision of these Terms is found unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

A failure by Flex to enforce a provision does not waive the right to enforce it later.

These Terms, together with policies and additional terms expressly incorporated into them, constitute the agreement governing use of the Platform.

No provision of these Terms overrides a statutory right or obligation that cannot legally be waived.

38. Contact

Flex SC Technologies Inc.

Email: info@flextechsc.com

Website: flextechsc.com