

TradIQ

Platform Terms of Service

Brokerage Service Agreement

General Version · v6 Draft · September 2026

DRAFT — NEEDS ALBERTA / JURISDICTIONAL LEGAL COUNSEL REVIEW BEFORE USE

Fee provisions (clauses 1.6 and 6.1) updated August 2026 to reflect the Option C hybrid fee model. All fee clauses are draft and subject to legal review.

⚠ JURISDICTION NOTE: This is a general draft template. It must be reviewed and adapted by qualified legal counsel before use in any specific province, state, or jurisdiction. All clauses marked with this symbol require jurisdiction-specific review.

Preamble

These Platform Terms of Service ("Terms") govern your access to and use of the TradiQ platform, mobile application, and related services (collectively, the "Platform"). By creating an account and using the Platform, you agree to be bound by these Terms in their entirety.

TradiQ operates exclusively as a broker marketplace. TradiQ facilitates matches between clients seeking skilled trades services and independent tradespeople offering those services. TradiQ is not a contractor, employer, staffing agency, general contractor, or payment processor for project work. TradiQ does not perform, supervise, warrant, or guarantee any trades work performed through the Platform.

These Terms apply to all users of the Platform including Clients, Tradespeople, and any other persons accessing the Platform in any capacity.

1. Definitions

1.1 "TradiQ" means the broker marketplace platform, its operators, officers, directors, employees, and agents.

1.2 "Client" means any user who posts a job, sets a Pay Amount, or seeks to hire a tradesperson through the Platform.

1.3 "Tradesperson" means any user who posts a Charge Amount, bids on jobs, or offers skilled trades services through the Platform.

1.4 "User" means any person who accesses or uses the Platform in any capacity, including Clients and Tradespeople.

1.5 "Match" (also "award") means the event where a specific Client job is awarded to a Tradesperson, which occurs when the Gap to Clear on that job closes — the Tradesperson lowers their Charge Amount to the Client's Pay Amount, or the Client raises their Pay Amount to a Charge Amount — or when a party Accepts the other side's terms (a Client may Accept a Charge Amount above their posted Pay Amount). Posting a Pay Amount or a Charge Amount is itself a binding commitment, and the Match executes that commitment. Each Client job is its own auction; a Charge Amount competes only for the job into which it was posted.

1.6 "Broker Fee" means the fee charged by TradiQ to each party — the Client and the Tradesperson (or the Business Owner, where the Tradesperson operates under a Business Owner) — at the time of a Match, calculated per party as follows: where the Charge Total is two thousand dollars (\$2,000.00) or less, the Broker Fee is a flat twenty-one dollars (\$21.00); where the Charge Total exceeds two thousand dollars (\$2,000.00), the Broker Fee is twenty-one dollars (\$21.00) plus one and one-half percent (1.5%) of the Charge Total (whole-amount, not marginal). The Broker Fee is a uniform platform fee applied identically across all payment methods; it is not a payment-card surcharge, and no separate payment-processing charge is itemized to any party. The Broker Fee is charged to each party independently. Both parties' fees are calculated from the same base and the same formula on a given Match; each party's twenty-one dollar (\$21.00) base component is subject to that party's own loyalty discount under clause 6.1.3, so the amounts actually charged to the two parties may differ.

- 1.7** "Job Contract" means the TradiQ Job Contract Template agreed to by both parties at onboarding, which governs the terms of each matched job.
- 1.8** "Match Record" means the platform record associated with each Match, identified by a unique Match ID, which captures the agreed Charge Total, scope, deadline, Q&A record, arrival proof photo, and any scope documentation prepared by TradiQ.
- 1.9** "Admin" means a TradiQ staff member responsible for credential and insurance verification, penalty verification, completion-package documentary review, materials-cap review, appeals, and account actions.
- 1.10** "Stripe Connect" means the third-party payment processing service used by TradiQ to facilitate broker fee collection and project payment holding between Clients and Tradespeople.
- 1.11** "TradiQ Verified" means the credential standard applied to all Tradespeople on the Platform, encompassing trade licensing, insurance verification, and operating declaration requirements.
- 1.12** "Charge Amount" means the hourly rate posted by the Tradesperson for a job. "Charge Total" means the Charge Amount multiplied by the estimated hours, and is the fixed price for the Work.
- 1.13** "Business Owner" means a company that registers on the Platform to place its Tradespeople on jobs. The Business Owner is the financial entity through which all money flows when a Tradesperson operates under it — broker fees, Stripe Connect payouts, penalties, and non-payment recovery. A Tradesperson's rating and credential standing remain personal to the individual and do not transfer to the Business Owner.
- 1.14** "Quadrant" means the geographic unit by which the market is organized within a city (for example NE, NW, SE, SW in Calgary; other cities use locally appropriate divisions). Each Client job is presented within its trade, Credential Tier band, and Quadrant.
- 1.15** "Credential Tier" means the verified, trade-specific standing of a Tradesperson on the Platform. There are three tiers: Licensed Journeyman (holds a license and may pull permits independently), Journeyman (holds a journeyman credential), and Qualified Professional (a trade requiring no formal license or journeyman ticket, where TradiQ has reviewed and verified the Tradesperson's work experience). The Platform does not onboard unvetted or uncredentialed workers in any tier. A Tradesperson's tier may differ by trade.
- 1.16** "Work Hours" means 9:00 AM to 5:30 PM local time in the market's city, Monday to Friday, excluding statutory holidays.
- 1.17** "GST" means the goods and services tax imposed under Part IX of the Excise Tax Act (Canada).

2. Brokerage Status — No Liability for Work

TradiQ Is a Broker — Not a Contractor

TradiQ facilitates matches between Clients and Tradespeople. TradiQ does not perform, supervise, direct, or guarantee any work.

TradiQ is not a party to any contract for trades services. All contracts for trades work are between the Client and the Tradesperson directly.

TradiQ does not employ Tradespeople. Tradespeople are independent operators.

TradIQ does not warrant the quality, safety, legality, or suitability of any work performed through the Platform.

TradIQ does not warrant that any Tradesperson is qualified, licensed, insured, or competent to perform any specific work.

TradIQ's verification of credentials (TradIQ Verified) is a reasonable administrative check and does not constitute a guarantee of workmanship or professional standing.

2.1 TradIQ acts solely as a broker marketplace. TradIQ's role is limited to: operating the market on which Clients and Tradespeople post and match; verifying credentials, licenses, and insurance; collecting broker fees; providing platform infrastructure, including the Job Contract Template and the Match Record; facilitating payment authorization and capture between the parties through Stripe Connect, under which job payments are processed through the Tradesperson's merchant account and TradIQ never holds job funds; and applying the Platform's payment rules and documentary standards. TradIQ does not perform, supervise, or adjudicate the quality of any Work.

2.2 By using the Platform, all Users acknowledge and agree that TradIQ has no liability whatsoever for the quality, standard, timeliness, safety, or outcome of any trades work facilitated through the Platform.

2.3 TradIQ is not responsible for any loss, damage, injury, or expense arising from or related to any trades work, whether the work was performed to standard or not.

2.4 TradIQ is a broker. It verifies credentials, verifies documented facts and amounts against the pre-agreed limits in these Terms, applies those rules to amounts it is authorized to capture or release, maintains the factual record of each job, and determines a User's access to the Platform. TradIQ does not supervise, inspect, or judge the quality of any Work; does not determine warranty claims; does not award remedies between the parties; and is not a step either party must complete before pursuing legal remedy against the other.

⚠ JURISDICTION NOTE: The scope of liability exclusion varies by jurisdiction. Consumer protection legislation in some provinces and states may limit the enforceability of broad liability exclusions. Legal review required.

3. Account Creation and Onboarding

3.1 All Users must create an account to access the Platform. Account creation requires a valid email address, mobile phone number, and a valid credit card or debit card on file.

3.2 By creating an account, all Users agree to these Terms of Service and the TradIQ Job Contract Template. Both documents are presented at onboarding and must be accepted before access to the Platform is granted.

3.3 Users may browse the market without a card on file. A valid credit card or debit card is required at the time of the User's first bid or first job posting.

3.4 Tradespeople must complete TradIQ Verified onboarding before posting Charge Amounts. TradIQ Verified requires:

- Trade-specific credential — verified by TradIQ. Licensed Journeyman tier requires a valid trade license; Journeyman tier requires a valid journeyman credential; Qualified Professional tier (for trades requiring no formal license or journeyman ticket) requires TradIQ review of verifiable work

experience, references, and operating history, approved at Admin discretion. The Platform does not onboard unvetted or uncredentialed workers. A Tradesperson's tier may differ by trade.

- Signed Operating Declaration — sole operator or company business owner — renewed annually
- Valid liability insurance — verified by TradiQ Admin — not self-declared
- WCB coverage where required by law or Platform policy
- Valid credit card or debit card on file
- Profile photo — a reviewed security artifact verified by TradiQ Admin, required before the Tradesperson's first Charge Amount post

3.5 Tradespeople receive a 14-day grace period for insurance verification. Full Platform access is available during the grace period. Access is restricted if verification is not completed within 14 days.

3.6 TradiQ reserves the right to reject, suspend, or terminate any account at its sole discretion.

3.7 The Tradesperson represents that they are registered for GST and will remain registered while offering services on the Platform, and will provide the Client an official invoice, including GST, for each completed job. Responsibility for the accuracy of this representation, and for the collection and remittance of GST on job payments, rests solely with the Tradesperson.

3A. Business Owners

3A.1 A Business Owner is a company that registers on the Platform to place its Tradespeople on jobs. The Business Owner is the financial entity: when a Tradesperson operates under a Business Owner, all broker fees, Stripe Connect payouts, performance penalties, and non-payment recovery flow through the Business Owner. The Tradesperson's rating and credential standing remain personal to the individual.

3A.2 Business Owner registration requires a business number, WCB coverage, liability insurance, and proof of employment for each Tradesperson the Business Owner enrolls. WCB, insurance, and employment are re-verified annually. A Tradesperson must consent to enrolment under a Business Owner via email or SMS verification before the linkage activates. A Tradesperson may be linked to more than one Business Owner. When operating under a Business Owner, the Business Owner controls the Rate and the Tradesperson cannot refuse an assigned job.

3A.3 No-swap rule. The named Tradesperson on a posting must attend the job. A Tradesperson may not be substituted after posting without TradiQ approval, and any substitute must already be registered, ID-verified, credentialed, and insured. Unauthorized substitution is a two-strike matter for the Business Owner: a first offence is a warning; a second offence results in permanent removal of the Business Owner.

3A.4 Suspension and cascade. If a Business Owner is suspended (for example, for WCB lapse, insurance lapse, or payment failure), all Tradespeople lose access while operating under that Business Owner; they retain access independently or under any other Business Owner to which they are linked. A Tradesperson whose personal rating falls below the enforcement threshold is removed from all Business Owners' rosters.

4. Platform Rules

4.1 Market Rules

4.1.1 The market operates on a daily cycle in the local time of the market's city. The market opens at 7:00 AM and closes at 5:00 PM. On close, all unmatched postings and bids are cleared from the market. A posting expires on clearing unless the Client has elected, at the time of posting, that it repost automatically on subsequent days — for a period the Client specifies, to a maximum of seven (7) calendar days from the original posting, or until the job is matched or the posting is withdrawn. A Client's job and its details are retained after clearing, so that the Client may post it again without re-entering any information. The close and clearing of the market do not affect a Match already made. A Match executes automatically when it occurs, including at or near the close; thereafter the timing of the Work is arranged between the Client and the Tradesperson under clause 4.5, and the job proceeds under these Terms and the Job Contract independently of market hours.

4.1.2 The market operates as a per-job auction with best-price clearing. Each Client job is its own auction; Tradespeople post competing Charge Amounts for that specific job. A job is awarded when the Gap to Clear closes (a Charge Amount meets the Pay Amount, from either side) or when a party Accepts the other side's terms, in each case to the lowest eligible Charge Amount (the best price). No leapfrogging, override, or post-award renegotiation is permitted.

4.1.3 Pay Amounts and Charge Amounts posted on the Platform are binding upon posting. Posting a Pay Amount is a binding commitment by the Client to contract and pay the agreed Charge Total if the job is awarded; posting a Charge Amount is a binding commitment by the Tradesperson (or the Business Owner on the Tradesperson's behalf) to attend and perform the job if it is awarded. A job is awarded when the Gap to Clear closes or a party Accepts the other side's terms; awarding via Accept requires a two-step confirmation. There is no decline once a job is awarded. Post-award renegotiation of the agreed rate is not permitted under any circumstances.

⚠ JURISDICTION NOTE: Binding-on-posting creates a contractual commitment at the moment a Pay Amount or Charge Amount is posted, before any Match. The enforceability of a pre-match binding commitment, and of automatic matching without an acceptance step, varies by jurisdiction and consumer-protection legislation. Legal review required before launch.

4.1.4 Price risk is not an acceptable reason for job abandonment. A Tradesperson who abandons a job due to disagreement with the agreed rate is subject to the performance penalty provisions of these Terms.

4.1.5 The market is open to verified TradiQ members only. Access requires a completed account with a valid card on file, identity verification, and passing the suspended-user blocklist check. The live market, including all Pay Amounts and Charge Amounts, is not visible to the public.

4.1.6 A Client may post multiple job line items under a single trade as one bundled posting, each line carrying its own Pay Amount summing to a Total Pay Amount. A Tradesperson bidding on a bundle must bid every line in it; partial bids are not permitted. A bundled Match clears when the Total Charge is equal to or less than the Total Pay Amount, assessed at the bundle level. If a bundle attracts no bids, the Client may withdraw it and re-post the jobs individually.

4.2 Broker Screen Display

4.2.1 The market is organized into three Credential Tier bands, displayed top to bottom: Licensed Journeyman, Journeyman, then Qualified Professional. Within each band, jobs are grouped by trade and Quadrant, and each Client job is its own auction: the Client's single Pay Amount for that job, and competing Charge Amounts ranked ascending (lowest closest to clearing), showing the top three Charge

Amounts per job, with identical Charge Amounts on a job ranked by time of posting (first posted ranks higher). Clients are not ranked against one another. The market is visible to verified TradiQ members only; it is not public.

4.2.2 Credential Tier governs eligibility, not ranking. A Tradesperson may bid in their own tier and in any tier below it. A Client may post the same non-permit job into more than one eligible tier band; this is treated as one job appearing in multiple bands, not as separate jobs. A job is awarded on best price: the lowest eligible Charge Amount that meets the Pay Amount (or that the Client Accepts) wins, regardless of tier band. When a job is awarded, it is removed from all bands in which it appeared; one job cannot be awarded twice, and the Client's other posted jobs remain open. When a Tradesperson is awarded a job, that Tradesperson's other active Charge Amounts in the SAME trade become dormant (parked, preserved, and re-activatable by the Tradesperson); their Charge Amounts in other trades remain active. Dormancy applies on a per-Tradesperson basis; a Business Owner may hold concurrent active Charge Amounts for different Tradespeople. Permit-required work (see clause 4.3) is posted into the Licensed Journeyman band only and is not visible or available to other tiers.

4.3 Permit Requirement Notice

4.3.1 For job postings in the following trade categories, a mandatory permit acknowledgement is required before submission: Electrical, Plumbing, HVAC, Masonry, Carpentry, Framing, Excavation, and Concrete.

4.3.2 Clients posting jobs in these categories must confirm the following before their posting is submitted. The confirmation presented depends on the credential tiers TradiQ verifies for the trade.

4.3.2(a) For postings in Electrical, Plumbing, HVAC, Masonry, and Carpentry — trades for which TradiQ verifies a Licensed Journeyman tier:

Permit Requirement Notice — Mandatory Checkbox
Does your job require a permit?
Some work requires a municipal building permit before it can legally begin. This includes structural changes, electrical panel work, new plumbing rough-ins, HVAC installations, foundation and structural masonry, structural framing, excavation near utilities, and concrete work depending on scope.
If your job requires a permit, you must select a Licensed Journeyman tradesperson. Only Licensed Journeyman tradespeople can pull permits independently.
☐ I understand that permit-required work must be awarded to a Licensed Journeyman tradesperson.
This checkbox is required to submit your job posting. You cannot proceed without confirming you have read this notice.

4.3.2(b) For postings in Framing, Excavation, and Concrete — trades for which Qualified Professional is the highest credential tier TradiQ verifies:

Permit Requirement Notice — Mandatory Checkbox
Does your job require a permit?
Some work requires a municipal building permit before it can legally begin. This includes structural changes, electrical panel work, new plumbing rough-ins, HVAC installations, foundation and structural masonry, structural framing, excavation near utilities, and concrete work depending on scope.
This trade is posted to Qualified Professional, the highest credential tier TradiQ verifies for it. Where a permit is required, it is pulled by you or by your tradesperson under the municipality's rules, not by TradiQ.
☐ I understand that my job may require a permit, and that obtaining it is my responsibility.
This checkbox is required to submit your job posting. You cannot proceed without confirming you have read this notice.

4.3.3 TradiQ does not verify whether a specific job requires a permit. The permit acknowledgement is an information notice only. It is the Client's responsibility to determine whether their job requires a permit and to obtain any required permits before work begins.

⚠ JURISDICTION NOTE: Permit requirements vary by municipality and jurisdiction. This notice is a general information checkpoint only. Legal review required for each jurisdiction.

4.4 Arrival Proof and Site Access

4.4.1 On arrival at a job site, the Tradesperson must submit an arrival proof photo of the property captured in-app. The photo is timestamped and forms part of the Match Record as evidence of attendance. No work step is blocked if location capture is unavailable; arrivals that cannot be location-verified are flagged for Admin review. The photo is timestamped and forms part of the Match Record as evidence of attendance, compared against the job-site coordinates within a 150m beta threshold. No work step is blocked if location capture is unavailable or the comparison falls outside that threshold; such arrivals are flagged for Admin review instead.

4.4.2 Each job is designated Access Required or No Access Required. The designation defaults by trade type and may be confirmed or overridden by the Client after the contract is signed. For Access Required jobs, the Client must be present for the Tradesperson's arrival and confirms the Tradesperson's identity against the verified profile photo with a single in-app confirmation before work begins. The Client may instead report that the arriving person does not match the profile; this creates an immediate

documentary record on the Match Record. For No Access Required jobs, the Client provides access notes and identity verification is deferred to the first actual interaction between the parties.

4.4.3 On an Access Required job where the Client is not present, the Tradesperson waits fifteen (15) minutes and submits a second timestamped arrival photo before the Client may be found to have failed to attend under the performance penalty provisions. [As of this version: the second-photo and report action creates the documentary record described above; the performance-penalty determination itself is an Admin function not yet built — see clause 7.]

4.5 Attendance Time

4.5.1 Following a Match, the Client and the Tradesperson are jointly responsible for agreeing the date and time the Work will be attended and recording it on the Platform by 12:00 PM on the day following the Match. Either party may propose the time; it is recorded when the other party confirms it. The recorded time validates arrival, establishes accountability for both parties, and gives effect to the attendance provisions of these Terms and the Job Contract. Where no time is recorded, the availability window stated in the posting continues to govern, the failure to record a time is noted on the Match Record, and a party who declines to agree a time may be subject to rating and access consequences under clauses 8 and 12.

4.5.2 A recorded time may be changed only by agreement. Either party may propose an amended time through the Platform; the Platform notifies the other party, and the amended time takes effect only when that party accepts it. Until accepted, the previously recorded time continues to apply. Each proposed and accepted time is recorded on the Match Record.

5. Communication Rules

5.1 Clients and Tradespeople may not contact each other directly prior to a Match. All pre-match communication is conducted through the Platform's structured Q&A system.

5.2 The structured Q&A system allows Tradespeople to submit pre-bid questions from a trade-specific template library. Client answers are posted publicly to the job listing and are visible to all bidders equally.

5.3 Following a Match, in-app structured messaging is available for job logistics. The following are prohibited in all Platform communications: phone numbers, email addresses, external URLs, social media handles, and any information that could facilitate off-platform contact.

5.4 All Platform messages are logged and timestamped. Message records constitute part of the Match Record and may be reviewed by Admin in the event of a dispute.

5.5 TradIQ reserves the right to review any communication on the Platform for compliance with these Terms.

5.6 Contact details are not disclosed before a Match. On Match, each party's contact details are disclosed to the other and Platform messaging is opened for the duration of the job. On completion, Platform messaging closes and contact details cease to be displayed. Each party's contact details are recorded in the Job Contract, which both parties retain. The prohibitions in clause 5.3 apply throughout.

6. Payment Terms

6.1 Broker Fee

6.1.1 The Broker Fee, as defined in clause 1.6, is charged to each party — the Client and the Tradesperson (or the Business Owner, where the Tradesperson operates under a Business Owner) — immediately upon Match. Where the Charge Total is two thousand dollars (\$2,000.00) or less, the Broker Fee per party is a flat twenty-one dollars (\$21.00); where the Charge Total exceeds two thousand dollars (\$2,000.00), the Broker Fee per party is twenty-one dollars (\$21.00) plus one and one-half percent (1.5%) of the Charge Total. These amounts are stated before any loyalty discount under clause 6.1.3, which reduces the twenty-one dollar (\$21.00) base component for a party that has earned one. The Broker Fee is non-refundable.

6.1.2 Broker fees are processed through Stripe Connect. By using the Platform, Users authorize TradiQ to charge the broker fee to their card on file at the time of each Match.

6.1.3 A loyalty discount applies once a party has completed the milestone number of jobs, and applies to Broker Fees charged on that party's subsequent Matches. A completed job is a job whose completion payment has been captured through the Platform; it is credited to the job's Client and to the Tradesperson on the completing Match. Each party's discount is determined by that party's own completed jobs, independently of the other party, and the applicable rate is fixed at the moment of each Match. The discount applies to the twenty-one dollar (\$21.00) base component of the Broker Fee only; it does not apply to the one and one-half percent (1.5%) percentage component charged on Matches where the Charge Total exceeds two thousand dollars (\$2,000.00). The discount is expressed as a percentage of the base component, not as an absolute dollar amount, so it scales if the base component changes: 5% after 20 completed jobs, 10% after 50 completed jobs, 15% after 100 completed jobs. A discount, once earned, does not lapse.

6.2 Project Payment — Fixed Price Jobs

6.2.1 For fixed price jobs, the full agreed project amount (the Charge Total) is authorized on the Client's card at Match through Stripe Connect and maintained until completion. TradiQ never holds job funds; payment is processed through the Tradesperson's merchant account and captured as described in clauses 6.2.2 through 6.2.4.

6.2.2 Job completion is confirmed as follows: the Tradesperson submits a completion package through the Platform — an invoice, a written record of the work completed, and photographs and/or video of the completed work. The Platform automatically delivers a full copy of the completion package to the Client's registered email and records the delivery time. The Client has until 7:00 AM of the day following the recorded delivery time (job's local time) to respond: confirmation captures payment immediately; if no response is received, payment is captured at the close of the window. If delivery of the completion package cannot be confirmed, no automatic capture occurs; the completion package remains available to the Client on the Platform, and the Client's confirmation at any time captures payment immediately.

6.2.3 A dispute concerning the quality of workmanship does not pause capture. Payment for substantially performed work is due; workmanship claims proceed after payment as claims between the parties, supported by the completion package record.

6.2.4 Capture pauses only where the Client documents, within the window, a claim that the work was not substantially performed. The parties must then negotiate in good faith an adjusted scope reflecting

the work actually done; payment is captured in the adjusted amount upon agreement. If no agreement is reached within seven (7) days, the completion package is assessed against the documentary standard in clause 6.2.2: where it meets the standard, the full amount is captured; where it does not, no capture occurs and remedies proceed off-Platform. TradiQ facilitates scope adjustment but does not adjudicate workmanship. Both parties owe each other a duty of good faith in scope adjustment.

6.3 Project Payment — Hourly Rate Jobs

6.3.1 For hourly rate jobs, the Tradesperson provides an estimated number of hours at the time of bidding. The job payment amount is the estimated hours multiplied by the agreed Charge Amount. This amount is the fixed price for the work and does not adjust to actual hours worked. It is authorized on the Client's card at Match and maintained until completion.

6.3.2 The Tradesperson is the expert in estimating job duration. Clients are not expected to estimate hours. If a Tradesperson overestimates hours to inflate the price they risk losing the Match to a Tradesperson who estimates honestly and competitively. The market self-regulates on both rate and time estimate simultaneously.

6.3.3 On completion, the Tradesperson invoices the job payment amount plus materials where applicable under clause 6.4. The authorized amount is captured in full. Actual hours worked do not change the amount payable.

6.3.4 If the scope of work changes materially during the job, the Tradesperson may pause work and request a supplementary payment before continuing. The request must be reasonable and proportionate to the scope change. Upon the Client's approval, the supplementary amount is authorized immediately and captured at completion with the job payment.

6.3.5 The completion, capture, and dispute process in clauses 6.2.2 through 6.2.4 applies equally to hourly rate jobs.

6.4 Materials

6.4.1 Materials responsibility must be declared in the job posting before submission. The job posting must specify whether materials will be supplied by the Client or the Tradesperson. A job posting that does not declare materials responsibility will not be accepted by the Platform.

6.4.2 Where the Tradesperson supplies materials, parts and materials are charged at cost plus a maximum markup of thirty percent (30%). This markup covers the Tradesperson's time in sourcing, purchasing, and transporting materials.

6.4.3 The Tradesperson is not required to provide receipts proactively. If the Client challenges the materials cost, the Tradesperson must demonstrate that the pricing is within thirty percent (30%) of market rate for the relevant materials. If Admin determines that materials were charged above the thirty percent (30%) cap, the Tradesperson must issue a credit for the difference.

6.4.4 Materials costs must be itemized on the invoice provided to the Client within five (5) business days of job completion.

6.7 Scope Confirmation at Arrival

6.5 Payment Authorization

6.5.1 By creating an account and accepting these Terms, each User expressly authorizes TradiQ to charge or authorize against their card on file through Stripe Connect: broker fees at the time of each Match; the job payment authorization at Match, rolling re-authorizations until completion, and capture upon completion; Client-approved supplementary payments; the minimum charge under clause 6.7; and performance penalties as verified under section 7.

6.5.2 This authorization is a condition of Platform access and cannot be withdrawn while the User's account remains active.

⚠ JURISDICTION NOTE: Stored credential and card-on-file authorization requirements vary by jurisdiction and payment processor compliance rules. Stripe stored credential compliance must be confirmed before any live charges are processed.

6.6 Non-Payment

6.6.1 Because the full job payment is authorized at Match and captured on completion, a completed job cannot go unpaid in the ordinary course.

6.6.2 If a job payment authorization fails during the life of a job, including a failed re-authorization, the job is suspended pending the Client providing a valid payment method.

6.6.3 A Client who obstructs capture in bad faith or circumvents the Platform's payment process may receive a rating of zero (0), a formal warning, and — if unresolved — permanent restriction: account closure, card on file blocked, and no new account under the same identity.

6.6.4 A Client whose non-payment is confirmed as bad faith will receive a rating of zero (0) and a formal warning. A Client who fails to resolve a confirmed non-payment will be permanently restricted from the Platform. Permanent restriction means account closure, card on file blocked, and no new account permitted under the same identity.

⚠ JURISDICTION NOTE: The enforceability of card-on-file charges for non-payment recovery varies by jurisdiction. The contract authorization language must be reviewed by legal counsel before implementation.

6.7 Scope Confirmation at Arrival

6.7.1 If upon arrival the Tradesperson finds the work materially different from the posting, scope must be resolved before work begins.

6.7.2 The Client may amend the scope; upon the Tradesperson's acceptance, the job payment amount adjusts to the newly agreed amount and the authorization is replaced accordingly.

6.7.3 If the Client declines to proceed, the broker fees stand. The job payment authorization is captured in the amount of the greater of one (1) hour or the documented time on site prior to the decline — capped at two (2) hours — at the agreed Charge Amount, paid to the Tradesperson; the remainder of the authorization is released back to the Client. Time on site is measured from the Platform's arrival record to the recorded decline. The Client must repost the job with the corrected description.

6.7.4 Neither party's rating is affected by a declined scope amendment.

6.8 GST and Payment Processing on Job Payments

6.8.1 All posted prices, bids, and Charge Amounts are exclusive of GST. GST is added to every job payment and collected with it, and is received by the Tradesperson through their merchant account.

6.8.2 Payment processing fees incurred on job payments are borne by the Tradesperson through their merchant account. Consistent with clause 1.6, no payment-processing charge is itemized to any party.

7. Performance Penalties

7.1 The following performance penalties apply to all Users. All penalties are verified by Admin before any charge is applied.

Scenario	Consequence	Rating Impact
Tradesperson no-show or job abandonment — Admin verified	Charged 2hrs at agreed Charge Amount — paid to Client	Rating of 0 applied
Client no-show — Admin verified	Charged 2hrs at agreed Charge Amount — paid to Tradesperson	Rating of 0 applied
Scope mismatch — job materially different from description — resolved per clause 6.7	Greater of 1hr or documented time on site (max 2hrs) at agreed rate captured from the job payment authorization and paid to Tradesperson — remainder released back to Client — job reposted per clause 6.7 — no penalty to either party	No rating impact — video constitutes good faith
Non-payment — work completed to standard — Admin verified	Cannot occur in ordinary course — job payment authorized at Match and captured per clause 6.2; bad-faith obstruction escalates per clause 6.6.3.	Rating of 0 — permanent restriction if unresolved

7.2 Price risk is not an acceptable reason for job abandonment. A Tradesperson who accepts a Match is bound by the agreed rate regardless of subsequent changes in their costs or circumstances.

7.3 The performance penalty cap is currently set at two (2) hours at the agreed rate. TradiQ reserves the right to revise the penalty cap with notice to Users.

7A. Commitment Enforcement and Legal Remedy

7A.1 Posting a Pay Amount or a Charge Amount is a binding commitment (clause 4.1.3). Failure to honour a binding commitment — including failure to cover the Broker Fee at Match, Client non-payment for completed work, or Tradesperson or Business Owner no-show or job abandonment — triggers an automatic Admin file review of the failing party on a single failure. The review is automatic; the outcome is at Admin discretion and may range from a warning to permanent removal from the Platform.

7A.2 Where a Tradesperson operates under a Business Owner, the Business Owner is the liable party for Broker Fee failures and contract breaches under that Business Owner, and the Business Owner's file is reviewed (with the suspension cascade in clause 3A.4 applying to the outcome). The individual Tradesperson's rating consequence is immediate and travels with the Tradesperson; the Tradesperson's personal file review is deferred until the Tradesperson next operates outside that Business Owner.

7A.3 The Job Contract is between the Client and the Tradesperson (or the Business Owner. TradiQ may, on request and at its discretion, provide documentation from its records (including the Job Contract, Match Record, message log, and invoice) to support a party in pursuing legal action.

⚠ JURISDICTION NOTE: The enforceability of automatic file review, card-on-file penalty charges, and the allocation of liability between Business Owner and Tradesperson varies by jurisdiction and employment/contractor law. Legal review required.

8. Rating System

8.1 TradiQ operates an internal rating system for quality control purposes. A User may view their own rating in their profile. A User's rating is never displayed to any other User and is not displayed on any market screen.

8.2 Both parties rate each other following every job, including a job cut short by a declined scope amendment. Ratings are on a scale of zero (0) to five (5). Each rating is recorded in three parts: the assessment of scope, the work performed, and the conduct of the party being rated. The scope assessment is recorded for information only and does not form part of any rating average. The work performed and the conduct of the party being rated form the weighted average used for the enforcement thresholds in clause 8.3. Where no work was performed, the average is formed from conduct alone.

8.3 The following enforcement thresholds apply after a minimum of five (5) completed jobs:

- 4.5 — Internal notification to User
- 4.2 — Internal warning to User
- 4.1 — Final internal warning to User
- Below 4.0 — Account suspended — appeal available

8.4 A rating of zero (0) is applied for any verified no-show or job abandonment. TradiQ reserves the right to suspend any account whose rating falls below 4.0 after five or more completed jobs.

8.5 Suspended Users may appeal to TradiQ. Reinstatement is at TradiQ's sole discretion.

9. Warranty

9.1 By accepting a Match and completing a job, the Tradesperson warrants their labour as follows:

- All trades except Roofing — minimum one (1) year warranty on labour from the date of job completion
- Roofing — minimum three (3) years warranty on labour from the date of job completion

9.2 The labour warranty covers defects in workmanship directly attributable to the Tradesperson's work. It does not cover defects arising from Client-supplied materials, pre-existing conditions, normal wear and tear, misuse, or events outside the Tradesperson's control.

9.3 The warranty obligations in this clause are minimum standards. A Tradesperson may offer a longer warranty at their discretion.

9.4 Warranty claims are made by the Client directly to the Tradesperson under the Job Contract. TradiQ does not administer, assess, or adjudicate warranty claims. A Client may notify TradiQ that a Tradesperson has failed to honour a warranty obligation; TradiQ records the notification and may suspend or remove that Tradesperson's access to the Platform, but takes no position on the merits of the claim and makes no payment in respect of it.

⚠ JURISDICTION NOTE: Statutory warranty and implied condition obligations vary by jurisdiction and may exceed the minimums stated here. Legal review required for each jurisdiction.

10. Invoicing

10.1 The Tradesperson must provide a written invoice to the Client within five (5) business days of job completion.

10.2 The invoice must itemize: labour hours and rate; materials supplied by the Tradesperson with itemized costs; any supplementary payment amounts applied; total amount owing or confirmation of payment received.

10.3 Failure to provide an invoice within five (5) business days does not affect the Client's payment obligation but may be considered in any subsequent dispute resolution.

11. Privacy

11.1 TradiQ collects and uses personal information in accordance with its Privacy Policy, which forms part of these Terms.

11.2 Personal information including names, addresses, and contact details is kept private until a Match is made and a contract is in effect. Following a Match, both parties receive each other's contact information as part of the Job Contract.

11.3 Market listings display anonymous labels only. Users are identified by anonymous codes (e.g. Client #3f2a) on all public market screens.

11.4 Approximate distance is calculated using neighbourhood centroids. Exact addresses are never displayed publicly.

11.5 Location at job arrival. When a Tradesperson submits an arrival proof photo, the Platform captures the device location at the moment of capture solely to verify attendance at the job site. This location is used for verification and dispute purposes only. TradiQ does not track Tradesperson location outside of arrival moments. By using the Platform, Tradespeople consent to this limited, purpose-bound location capture, which is requested as a device permission at onboarding.

11.6 Identity confirmation, mismatch reports, and no-show reports made under clause 4.4 are documentary records on the Match Record — evidence of what occurred and when. TradIQ does not adjudicate these reports at the point they are made; consequences, if any, are determined through the Admin review and performance-penalty provisions of clause 7, on the same documentary standard applied to other Match Record evidence.

⚠ JURISDICTION NOTE: Privacy obligations including PIPEDA (Canada) and equivalent US state legislation vary by jurisdiction. A full Privacy Policy must be prepared and reviewed by legal counsel.

12. Limitation of Liability

12.1 To the maximum extent permitted by applicable law, TradIQ's total liability to any User for any claim arising from or related to the Platform or these Terms is limited to the broker fees paid by that User in the twelve (12) months preceding the claim.

12.2 TradIQ is not liable for any indirect, consequential, special, incidental, or punitive damages of any kind, including but not limited to loss of income, loss of profits, loss of data, or property damage.

12.3 TradIQ is not liable for the acts or omissions of any Tradesperson or Client, including the quality of work performed, failure to perform, or any injury or damage caused during the performance of any job.

⚠ JURISDICTION NOTE: Limitation of liability clauses are subject to consumer protection legislation, implied warranties, and statutory rights in many jurisdictions. These clauses may not be fully enforceable in all markets. Legal review required.

13. Dispute Resolution

13.1 Platform decisions — penalty verification, file reviews, completion-package documentary assessments, materials-cap determinations, and account actions — are applications of pre-agreed Platform rules. Admin acknowledges within four (4) Work Hours and issues a determination within two (2) business days; either party may appeal to a senior Admin within seven (7) days. An automated acknowledgement may be issued outside Work Hours and does not shorten the period for a determination. This clause governs the application of Platform rules, including the verification of documented facts and of amounts against the pre-agreed limits in these Terms. It does not extend to claims concerning the quality of the Work, which are governed by clause 13.2.

13.2 Claims between the parties concerning workmanship or quality are not adjudicated by TradIQ. The Platform provides the scope-adjustment process (clause 6.2.4), the completion package, and the Match Record as the factual baseline; unresolved claims proceed between the parties off-Platform per the Job Contract.

13.3 Nothing in these Terms prevents either party from pursuing legal remedies through the courts. The Platform's Match Record and associated records may be relied upon as evidence in any legal proceeding, and TradIQ may provide copies to either party on request.

⚠ JURISDICTION NOTE: Mandatory dispute resolution and arbitration clauses vary in enforceability by jurisdiction. Legal review required.

14. Termination and Restriction

14.1 TradiQ reserves the right to suspend or permanently restrict any User account at its sole discretion, including but not limited to cases of: confirmed non-payment; rating below 4.0 after five or more completed jobs; breach of these Terms; fraudulent or abusive conduct; provision of false or misleading information.

14.2 A User whose account is permanently restricted may not create a new account under the same or a different identity.

14.3 A User may close their account at any time by contacting TradiQ. Account closure does not affect any outstanding obligations, pending jobs, or unresolved disputes.

15. Amendments

15.1 TradiQ reserves the right to amend these Terms at any time. Users will be notified of material changes through the Platform. Continued use of the Platform following notification of changes constitutes acceptance of the amended Terms.

16. Governing Law

16.1 These Terms are governed by and construed in accordance with the laws of the jurisdiction in which TradiQ is registered, without regard to conflict of law principles.

⚠ JURISDICTION NOTE: Governing law and jurisdiction clauses must be specified for each market. For Alberta launch, governing law is the Province of Alberta and the laws of Canada applicable therein. For US markets, state-specific governing law must be specified.

17. Acceptance

By creating an account on the TradiQ Platform, you confirm that:

- ☐ I have read and understood these Platform Terms of Service in their entirety.
- ☐ I have read and understood the TradiQ Job Contract Template, which governs all jobs matched through the Platform.
- ☐ I agree to be bound by these Terms and the Job Contract Template as a condition of accessing the Platform.
- ☐ I authorize TradiQ to charge my card on file for broker fees, performance penalties, and non-payment recovery as described in these Terms.

These checkboxes are presented at account creation. Access to the Platform is not granted until all boxes are confirmed.