

TERMS OF SERVICE AGREEMENT

10165469 Manitoba Ltd., operating as Curbridge Consulting Co.

Effective Date: March 2026

1. ACCEPTANCE OF TERMS

By registering for and using the Curbridge Consulting Co. software platform (the "Service"), you ("Customer" or "you") agree to be bound by these Terms of Service ("Terms"). These Terms constitute a legally binding agreement between you and 10165469 Manitoba Ltd., operating as Curbridge Consulting Co. ("Company," "we," "us," or "our").

2. DESCRIPTION OF SERVICE

Our Service provides child care HR management software including templates, tools, file storage, and communication features designed specifically for child care center leaders in Manitoba, Canada.

3. BILLING AND PAYMENT TERMS³.

1 Payment Plans: Customers may select monthly or annual billing cycles. Charges will recur on the same day of the month/year as initial registration.

3.2 Payment Methods: We accept major credit cards. By providing payment information, you authorize automatic recurring charges.

3.3 Failed Payments: Failed payment attempts will be retried the following business day. If payment fails for more than 10 consecutive days, immediate payment is required to avoid service cancellation.

3.4 No Refunds: All payments are non-refundable, regardless of usage or early termination.

4. TERM AND TERMINATION

4.1 Initial Term: The initial service term is one (1) year from registration date.

4.2 Cancellation: You may cancel at any time before the term expires by providing written notice. Cancellation does not entitle you to any refund

4.3 Data Retrieval: Upon cancellation, you must request your data within 30 days. Data will be provided in PDF format within a ZIP file. After 30 days, data may be permanently deleted.

5. CONSULTANT SUPPORT SERVICES⁵.

1 Response Times:

Phone calls: 12 business hours

Email inquiries: 48 business hours

5.2 Business Hours: Support is available Monday through Friday, 8:00 AM to 4:30 PM Central Time.

5.3 Fair Usage Policy: While there is no limit to support requests, you agree to:

Search available portal resources before contacting support

Use support services reasonably and not monopolize consultant time

Consolidate questions when possible to maximize efficiency

6. ADDITIONAL SERVICES

Services outside our standard platform offerings will be quoted separately and invoiced through our parent company, Curbridge.

7. DATA OWNERSHIP AND PRIVACY

7.1 Customer Data: You retain ownership of all data, files, and content you upload to the Service.

7.2 License to Company: You grant us a limited license to use, store, and process your data solely to provide the Service.

7.3 Data Location: All data is stored on servers located in Canada.

7.4 Data Retention Policy:

Active account data is retained throughout your service term
Upon cancellation, data is retained for 30 days for retrieval requests
After 30 days post-cancellation, data may be permanently deleted
We may retain anonymized usage data for business analytics

8. ACCEPTABLE USE POLICY

You agree not to:

- Use the Service for any illegal purposes
- Attempt to gain unauthorized access to our systems
- Upload malicious software or harmful content
- Violate any applicable laws or regulations
- Share login credentials with unauthorized users

9. SERVICE AVAILABILITY

9.1 Best Efforts: We will make commercially reasonable efforts to maintain Service availability.

9.2 Maintenance: We may perform scheduled maintenance with advance notice when possible.

9.3 No Guarantee: We do not guarantee uninterrupted service or specific uptime percentages.

10. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

11. INTELLECTUAL PROPERTY

11.1 Service Ownership: We retain all rights to the Service platform, software, and related intellectual property.

11.2 Customer Content: You retain rights to your uploaded content but grant us necessary rights to provide the Service.

12. MODIFICATIONS TO TERMS

We may modify these Terms with 30 days' written notice. Continued use constitutes acceptance of modified Terms.

13. GOVERNING LAW AND JURISDICTION

These Terms are governed by Manitoba law. Any disputes shall be resolved in Manitoba courts.

14. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior agreements relating to the subject matter.

15. CONTACT INFORMATION

For questions regarding these Terms, contact us at:

10165469 Manitoba Ltd., operating as Curbridge Consulting Co.

1043 Rosser Ave, Unit H, Brandon, MB R7A0L5

lyndsay@curbridge.ca

1-204-573-9247

By clicking "I Agree" or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.