

# **TOTALI INC. PLATFORM ACCESS AGREEMENT**

**CANADA,**

**Dated,** May 8/2026

## **KEY PRINCIPLES OF THIS AGREEMENT**

Please read this summary and the full Agreement carefully before clicking "Accept."

**1-Status as Booking & Payment Agent:** Totali Inc. is a Technology Platform, not a transportation company. We provide booking and payment services to help you, The Driver, run your own independent business.

**2-Direct Contract with Rider:** When you accept a trip, you are entering into a direct contract with the Rider. You are the supplier of the personal transportation service; we are your Authorized Booking & Payment Agent .

**3-The 70/30 Revenue Share:** You earn 70% of the Riders Total Fare (inclusive of applicable HST). After instructing Totali to retain a 30% service fee (inclusive of applicable HST) for providing the platform and lead generation.

**4-Independent Contractor Freedom:** You choose when, where, and for how long you work. You are free to use other apps (like Uber or Lyft) at any time. You are not an employee of Totali Inc.

**5-Minimum Wage Guarantee:** For all Engaged Time (from accept to drop-off), we ensure your 70% share meets or exceeds the Ontario Minimum Wage. If it doesn't, we provide a weekly "Top-Up."

**6-Insurance Protection:** While you must maintain personal auto insurance, Totali provides Primary Commercial Fleet Insurance (\$2M Liability) for every trip you complete on the platform.

**7-Human-First Dispute Resolution:** We don't let bots fire you. Except for serious safety issues, we provide a two-week notice period and a written explanation before any deactivation.

**8-Small Claims Court and Arbitration in London:** Any legal disputes will be handled through the most affordable venue, right here in London, Ontario, not in a foreign court.

- All users of the Totali Rides.ca Platform, especially Drivers, must follow the Community Guidelines to ensure safety and respect for all.

- Totali Inc does not promise or guarantee that there will be Requests when you are online in the Driver App.

- This Agreement includes a process for resolving disputes individually through small claims court or arbitration. Any dispute you have with Totali Inc will be resolved by the most affordable venue.

**This Platform Access Agreement (PAA) is entered into between you, the Driver and Totali Inc.**

**Definitions:**

0.1 "**The Platform**" means the Totali digital network, including the Totali Driver App, Rider App, websites, and all associated software and systems used to facilitate booking and payment services.

0.2 "**Booking Services**" means the lead generation and payment processing services provided by Totali Inc. to the Driver to facilitate a direct transaction between the Driver and a Rider.

0.3 "**Transportation Services**" means the professional driving and delivery services provided by the Driver to a Rider using the Platform.

0.4 "**Rider**" means an independent third party who uses the Platform to request Transportation Services from a Driver.

0.5 "**User**" means any person who accesses the Platform, including Riders and Drivers.

0.6 "**Total Fare**" means the gross amount charged to a Rider for a specific trip, inclusive of the Service Fee and applicable Sales Taxes (GST/HST).

0.7 "**Fare**" means 70 % of the Total Fare

0.8 "**Service Fee**" means the 30% fee charged by Totali Inc. to the Driver for use of the Booking and Payment Services.

0.9 "**Driver Take**" means the 70% portion of the Total Fare (inclusive of HST) earned by the Driver for providing Transportation Services.

0.10 "**Engaged Time**" means the period from the moment a Driver accepts a Request until the moment the Trip is completed or cancelled.

0.11 "**Online Time**" means the period a Driver is logged into the App and available to receive Requests, but is not yet "Engaged."

0.12 "**Sales Tax**" means the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) applicable to the Transportation Services in the province of operation.

0.13 "**Active Status**" means a Driver account that is currently authorized to receive requests and meets the minimum performance thresholds.

0.14 "**Deactivation**" means the temporary or permanent removal of a Driver's access to the Platform.

0.15 "**Driver**" means the Independent Contractor hired by the Rider to provide him/ her with personal transportation services.

## **1: BINDING CONTRACT**

(a) Once you agree to these terms, you enter into an agreement with Totali Inc. By clicking “Yes, I agree” you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, and that you agree to be bound by the terms and conditions of this Agreement with Totali Inc.

(b) The Agreement consists of

(i) any Addenda to these terms,

(ii) these terms,

(iii) the Privacy Notice,

(iv) the Service Animal and Assistive Devices Policy, and

(v) the Community Guidelines.

In the event of a conflict or inconsistency between these listed documents, the conflict or inconsistency will be resolved by giving precedence to the document that is earlier in the list, but only to the extent necessary to resolve the conflict or inconsistency.

(c) Capitalized terms in this Agreement have the definitions assigned to them in . Definitions.

## **2: LENGTH OF THE AGREEMENT.**

This Agreement starts at the date and time that you accept these terms, and will continue until terminated in accordance with section 8 Terms and Termination.

## **3: RELATIONSHIP OF THE PARTIES**

**3.1 Independent Contractor Status:** You the Driver, acknowledge and agree that your relationship with Totali Inc. is strictly that of an Independent Contractor and not that of an employee, agent, joint venturer, or partner.

**3.2 No Authority to Bind:** You have no authority to bind Totali Inc. or to enter into any contracts or incur any obligations on behalf of the Company. You shall not represent yourself to riders or the public as an employee of Totali Inc.

**3.3 Sole Discretion and Control:** As an Independent Contractor, you retain the absolute right to:

- (a) Determine when you are "online" and available to receive trip requests;
- (b) Accept or reject any trip request at your sole discretion, without penalty to your standing on the platform;
- (c) Determine the specific routes taken to complete a trip; and
- (d) Perform services for other transportation network companies (e.g., Uber, Lyft) or any other business at any time, including while you are logged into the Totali Driver App.

**3.4 Responsibility for Taxes and Benefits:** You are solely responsible for:

- (a) Reporting and paying all applicable federal and provincial taxes, including income tax, and GST/HST you collected on your earnings;
- (b) Providing your own vehicle, fuel, mobile device, and data plan at your own expense; and
- (c) Maintaining your own benefits, including health, disability, and retirement savings. You acknowledge that you are not entitled to receive overtime pay, vacation pay, holiday pay, or any other benefits typically associated with an employment relationship under the Employment Standards Act.

**3.5 Sales Tax Responsibility:** As the direct supplier of Transportation Services to the Rider, you acknowledge and agree that:

- (a) **Status as Tax Supplier:** You are solely responsible for all Goods and Services Tax (GST) or Harmonized Sales Tax (HST) obligations relating to the provision of Transportation Services to your clients (the Riders).

(b) **Mandatory Registration:** Under Canadian law, all commercial rideshare drivers are required to register for a GST/HST account prior to earning their first fare. You warrant that you have obtained or will obtain a valid GST/HST number as required by the Canada Revenue Agency (CRA).

(c) **Collection and Remittance: Calculation and Allocation:** You authorize Totali Inc., acting as your Authorized Booking & Payment Agent, to calculate the applicable GST/HST on your behalf as part of the total rider fare and to facilitate the processing of these funds through the Platform's payment processor. You acknowledge that while Totali Inc. facilitates the split-payment of the total fare, the ultimate legal responsibility to remit (send) all applicable taxes to the Canada Revenue Agency (RA) remains solely with you, the Driver.

(d) **Reporting:** You are responsible for reporting all earnings and remitting all taxes in accordance with federal and provincial laws.

## **FARES AND SERVICE FEES**

### **4.1. Fares:**

(a) For each instance of Personal Transportation Service you agree to be provided by you using the Driver App, you agree to charge Riders a Total Fare , as calculated by Totali in accordance with any Addendum applicable in the city or region where you provide Transportation Services. The Driver hereby acknowledges that the Totali Driver App displays the Driver Take , as the Fare, being 70% of the Rider's Total Fare, HST included, and that the App displays the estimated distance and time required to complete the Transportation Service, prior to the Driver accepting the Fare.

(b) You alone, The Driver, makes the decision to accept the Fare offered to you in the Driver App, you hereby acknowledge that the amount shown to you by the Driver App is 70% of the Rider's Total Fare. You are instructing Totali to

complete the booking as your Authorized Booking & Payments Agent and furthermore instruct Totali to retain the 30% balance of the Rider's Total Fare for their Service Fee and begin the process of forwarding on your 70% Driver Take in accordance with Section 6.4 (Payments)

(c) If a Rider cancels a Request that you have already accepted, and have been engaged in travelling towards the pick up address for more than two minutes Totali may, on your behalf, make their best effort to collect a cancellation fee from the Rider. If Successful the Cancellation Fee is deemed to be your Fare which is paid from the Rider to you, and Totali will remit it to you subject to a Service Fee in accordance with Section 6.4. (Payments)

(d) If a Rider fails to show up at the properly communicated pick up location. After five minutes of wait time, with proper communication attempts, the Driver may, at his discretion, cancel the ride at the pickup location. In which case Totali will make their best effort to charge the Rider a No Show fee. If successful the No Show Fee is deemed to be your Fare which is paid from the Rider to you, and Totali will remit it to you subject to a Service Fee in accordance with Section 6.4 (Payments)

#### **4.2. No Tips**

(a) The Rider's App does not request or allow for a tip payment. The Driver hereby acknowledges that the Totali Platform is a No Tips Platform and agrees not to solicit tips direct from the Rider. However Totali cannot prevent a Rider from demonstrating his appreciation for the Driver's services and insisting he take a cash tip . That being said, The Driver is hereby warned , if a Rider complains he was pressured or solicited by the Driver for a tip, on a publicized No Tips Platform, Totali will take actions that may lead to the Driver's access to the platform being suspended.

#### **4.3. Adjustments to the Fare**

(a) Total is permitted to cancel or reduce the Fare (or if the Fare has already been paid, arrange for you to refund part or all of the Fare back to the Rider) for a particular Transportation Service if:

- (i) the Transportation Service(s) was not completed, unless the Rider has agreed with you otherwise,
  - (ii) a Rider has made a substantiated complaint related to your acts or omissions,
  - (iii) the route chosen by you was unreasonably inefficient, or
  - (iv) suspected Fraud or misuse has been detected.
- (b) Totali's decision to cancel, reduce or arrange for you to refund the Fare under subsection 6.3(a) must be exercised reasonably and in good faith.

#### **4.4. Payments**

- (a) You appoint Totali Inc. as your Authorized Booking & Payments Agent for the purpose of providing the software and technologies to facilitate the Booking of Rides between your customers , the Riders, and your Personal Transportation business, represented by you the Driver. In addition you also authorize Totali Inc to arrange a payment equaling 70% of each of your Rider Total Fares from the Riders to you via the Stripe Payment Gateway , direct to your Bank account weekly, in return for 30% of the Rider's Total Fares being paid from you to Totali as Service Fees (which are inclusive of 13% HST), also arranged by Totali through the Stripe Payment Gateway.
- (b) You agree that payment made by a Rider to Totali will be considered the same as payment made directly by the Rider to you.
- (c) Totali Inc will arrange for Stripe to deposit to your bank account on a weekly basis 100% of all the Driver Fares accepted, being 70% of all of the Rider's Total Fares paid. Also Totali has arranged for Stripe to offer live instant payments to your debit card, for a small fee from any fare selected by the Driver in your Stripe Dashboard. Stripe's credit card processing fees are a cost of the fare and Stripe will deduct from the drivers bank deposits 70% of the credit card processing fees. The Driver is responsible for the full cost of the transaction as the merchant on record, but Totali agrees to subsidize 30 %



of that costs as part of it's agency agreement. 30% of the credit card processing fees will be deducted from Totali's bank deposits by Stripe.

(d) The Drivers via their Apps will be able to view their daily, weekly fares paid by the Riders and in Transit to the Drivers.

(e) Stripe will prepare for the Driver annually a T4A to assist the CRA designated , Self Employed Driver with his/her Tax obligations. The T4A in accordance with CRA Regulations, will not include the HST paid for the Driver services from the Riders, as that is not earned income. Totali will present year end statements to the driver showing all monies paid to the Driver, and out to Totali from the Driver, and the applicable HST accounting. These two documents will greatly assist the Driver's year end accounting.

(f) If Totali discovers payment errors that resulted in overpayment to you, or there is an adjustment required under section 6.4. (payments) Totali may deduct the amount from future Fares,

(g) If Totali discovers payment errors that result in additional amounts being owed to you, Totali will credit that amount to your future payment.

(h) Totali, at their discretion, will not be responsible for any incorrect calculation or payment if you have not notified Totali of that error within 60 days after your payment remittance cycle containing the error.

(i) Totali may withhold payments to you if ordered by a Court or required by law (e.g., pursuant to a notice of garnishment).

(j) The Driver hereby instructs and Totali Inc hereby agrees to pay , all Municipal Platform licensing fees and costs, including the license required top up commercial insurance fees, as well as 100 % of Totali's operating fees, including overhead and profit and Tax obligations, from the 30% Service Fee paid by the Driver to Totali. The Driver makes no guarantees nor accepts no liabilities for any failure of Totali to cover all of their costs with the 30% Service Fee .

## **5: Sales Tax and other taxes**

(a) Only in Provinces where required (Quebec) by Applicable Law, Totali will withhold, deduct, or collect and remit on your behalf any HST ,GST taxes in relation to any payments due to you under this Agreement (including payments made to you by Riders). You acknowledge that in such cases, you will not be entitled to receive any additional amount from Totali on account of such taxes. You must provide Totali with any information reasonably requested by Totali in order to comply with any obligations imposed on Totali under any Applicable Law relating to taxes.

## **6: Receipts and invoicing**

(a) Totali will, as part of the services provided to you, will enable a system for the delivery of receipts to Riders, on behalf of the Driver, for your Transportation Services . Totali will issue the receipts via the Riders app or email. The receipts will also be available to you via the Apps or email. The receipts will contain name and your business information as required by Applicable Law.

(b) The Totali software will prepare an invoice for all Fares you accepted in accordance with Section 6.4 (Payments) Unless prohibited by Applicable Law, setting out a breakdown of the amounts charged by you to the Rider under this Agreement, including amounts charged on account of Sales Tax. Invoices may include specific information about you such as your name, vehicle license number, Sales Tax registration numbers and any information required by Applicable Law. Totali will provide you with a copy of each invoice via the Driver's App or email and will make a copy available to your Rider.

## **7: MINIMUM WAGE COMPLIANCE & ENGAGED TIME**

**7.1(a) Definition of Engaged Time:** For the purposes of compliance with the Digital Platform Workers' Rights Act (DPWRA), "Engaged Time" is defined strictly as the period beginning from the moment you accept a trip request within the Totali Driver App and ending at the moment that specific trip is completed or cancelled. Engaged Time does not include time spent logged into the App while waiting for a request, time spent on personal breaks, or time spent performing services for other platforms.

**(b) Minimum Wage Guarantee:** Totali Inc. ensures that for every hour of Engaged Time (pro-rated for actual minutes worked), your Fares (excluding tips) will meet or exceed the then-current Ontario Minimum Wage for digital platform workers.

**(c) Calculation and Top-Ups:** Earnings are reviewed at the end of each weekly pay period. If the total of your Fares for all Engaged Time during that period is less than the required minimum wage equivalent for those total Engaged Minutes, Totali Inc. will provide a "Minimum Wage Top-Up" payment to cover the difference.

**(d) Transparency and Records:** Your weekly statement will clearly display your total "Engaged Minutes" and the corresponding earnings to ensure full transparency of this calculation. You acknowledge that "Online" time spent waiting for requests does not entitle you to any hourly compensation.

## **8: INSURANCE REQUIREMENTS**

**8.1 Driver's Personal Insurance:** Throughout the term of this Agreement, you represent and warrant that you maintain a valid personal automobile insurance policy (OAP 1) in Ontario that meets the minimum legal requirements for third-party liability. You must be listed as an insured or authorized driver on this policy.

**8.2 Ride-Sharing Endorsement:** You acknowledge that it is your responsibility to notify your personal insurer that you are providing transportation services and to obtain any required endorsements (e.g., OPCF 6A or OPCF 22) to avoid policy cancellation for misrepresentation.

**8.3 Totali Commercial Coverage:** Totali Inc. provides primary commercial auto insurance for the following periods while the App is active:

Period 1 (Online): \$1,000,000 third-party liability coverage while you are logged in but have not yet accepted a trip.

Periods 2 & 3 (Engaged): \$2,000,000 third-party liability coverage from the moment you accept a ride request until the final passenger exits the vehicle.

**8.4 Contingent Coverage:** Comprehensive and collision coverage provided by Totali's policy is contingent upon you carrying the same physical damage coverage on your own personal auto policy.

## **9: REPRESENTATIONS AND WARRANTIES**

**9.1 Authority and Eligibility:** You represent and warrant that you:

- (a) Possess a valid Ontario G Class driver's license (or equivalent) and are authorized to work in Canada.
- (b) Have full legal power and capacity to enter into this Agreement.
- (c) Have no medical conditions that would impair your ability to safely operate a motor vehicle.

**9.2 Vehicle Standards:** You represent and warrant that the vehicle used on the Platform:

- (a) Is in safe operating condition and meets all municipal and provincial requirements, including an annual Safety Standards Certificate (SSC).
- (b) Is not more than 7 years old and has no unremedied safety recalls.

(c) Is in your lawful possession with valid authority to use it for transportation services.

**9.3 Conduct and Safety:** You warrant that you will not operate the vehicle while under the influence of drugs or alcohol, permit unauthorized third parties in the vehicle during a trip, or engage in any reckless behavior that threatens the safety of the community.

## **10: TAX INDEMNIFICATION**

**10.1 Tax Indemnification:** You agree to indemnify, defend, and hold Totali Inc. harmless from any and all taxes, assessments, penalties, interest, or other liabilities that may be imposed by the Canada Revenue Agency (CRA) or any other taxing authority in connection with:

- (a) Any failure by you to register for a GST/HST account as required by law;
- (b) Any failure by you to properly report your earnings or remit the applicable GST/HST collected on your behalf to the CRA; and
- (c) Any claim that you are an employee of Totali Inc., including but not limited to any employer-side remittances for Canada Pension Plan (CPP), Employment Insurance (EI), or Employer Health Tax (EHT).

**10.2 Recovery of Costs:** In the event that Totali Inc. is required to pay any such taxes or penalties on your behalf, you authorize Totali Inc. to deduct such amounts from your future earnings or to seek immediate reimbursement from you, including the recovery of any legal fees incurred by Totali Inc. in defending such claims.

## **11: TERM AND TERMINATION**

**11.1 Term:** This Agreement begins when you accept it and continues until terminated by either you or Totali Inc.

**11.2 Termination by You:** You may terminate this Agreement at any time, for any reason, by deleting your account or providing written notice.

**11.3 Termination by Totali Inc:**

(a) Subject to any requirements under Applicable Law, Totali Inc. may, acting reasonably and in good faith, terminate this Agreement in its entirety by giving you 7 days' prior written notice of termination, for any reason. Including Drivers operating within Ontario, except that, we will provide Ontario Drivers with a written explanation and two (2) weeks' advance written notice, as required by the Digital Platform Workers' Rights Act (DPWRA).

(b) Exceptions for Immediate Deactivation: The two-week notice period does not apply, and Totali Inc. may deactivate your account immediately without notice, if:

- i. You are guilty of wilfull misconduct (e.g., fraud, theft, or deliberate platform abuse);
- ii. There is a public safety concern (e.g., substantiated reports of impaired driving, violence, or sexual harassment);
- iii. The removal is required by law (e.g., expired license, insurance, or vehicle safety standards); or
- iv. You are unable to legally perform work under applicable federal, provincial, or municipal by-laws.

**11.4 Effect of Termination:** Upon termination, you will immediately lose access to the platform. Both parties remain responsible for any liabilities or payments accrued before the termination date.

## **12: PERFORMANCE STANDARDS & PLATFORM EFFICIENCY**

(a) Active Status Requirement: To ensure platform efficiency and manage municipal licensing overhead, all Drivers must maintain "Active Status." This is defined by meeting a minimum weekly fare threshold.

(b) Dynamic Thresholds: The specific minimum number of weekly fares required to maintain Active Status is established by Totali Inc. and the weekly fares earned are displayed within the Totali Driver App Performance Dashboard. You acknowledge that this threshold may be adjusted at the sole discretion of Totali Inc. to reflect seasonal demand, platform growth, or municipal regulatory constraints.

(c) Flexibility and Absence: As an Independent Contractor, you have the right to take a vacation or leave of absence from the Platform at any time.

(d) Active vs. Inactive Weeks: The Minimum Weekly Fare Threshold applies only to weeks in which you are "Active" (logged into the App for at least one hour).

(e) Extended Absence Policy:

(i) Authorized Absence: You may take up to three (3) consecutive weeks of absence per calendar year without affecting your platform standing, provided you notify Totali Inc. via the App's "Away" or "Vacation" setting.

(ii) Excessive Leave: To maintain platform efficiency and manage municipal licensing overhead, any absence exceeding three (3) consecutive weeks without prior written approval from Totali Inc. may be deemed "Excessive Leave."

(iii) Consequences: Accounts on Excessive Leave may be flagged for deactivation under the notice provisions in Section 8. to free up licensing capacity for active partners.

(f) Mandatory Notice & Explanation: In the event of a performance-based deactivation exceeding 24 hours, Totali Inc. will provide:

i. A written explanation via the App or email detailing the specific performance deficit.

ii. Two (2) weeks' advance written notice before access is removed, as required by the Digital Platform Workers' Rights Act (DPWRA).

(e) Right to Cure: During the two-week notice period, Totali Inc. may, at its discretion, provide you with the opportunity to "cure" the performance deficit by meeting a specific ride quota. If the quota is met, the deactivation notice will be rescinded.

### **13: INTELLECTUAL PROPERTY (IP) PROTECTION**

**13.1 Platform Ownership:** You acknowledge that Totali Inc. (and its licensors, where applicable) owns all right, title, and interest in and to the Totali Platform, including the Driver App, the Rider App, all source code, proprietary algorithms, and all data gathered through the platform ("Platform IP").

**13.2 Limited License:** Subject to your compliance with this Agreement, Totali Inc. grants you a limited, non-exclusive, non-transferable, and revocable license to use the Driver App on your mobile device solely for the purpose of providing transportation services.

**13.3 Restrictions:** You shall not:

- (a) Copy, modify, or create derivative works of the Totali Platform;
- (b) Reverse engineer or attempt to extract the source code of the App;
- (c) Use any of Totali's trademarks, logos, or brand assets without prior written consent; or
- (d) Use the Platform IP to build a competitive product or service.

### **14: DATA PRIVACY & PROTECTION (PIPEDA Compliance)**

**14.1 Collection of Information:** Totali Inc. collects personal information (such as GPS location, name, and contact details) necessary to facilitate trips



and ensure safety. You consent to the collection and use of this data as outlined in our Privacy Policy.

**14.2 Confidentiality of Rider Data:** You agree to treat all Rider information you receive (including names, pick-up/drop-off locations, and contact details) as strictly confidential. You shall not:

- (a) Store Rider data outside of the Totali App;
- (b) Contact a Rider after a trip is completed for any reason; or
- (c) Disclose Rider information to any third party, unless required by law.

**14.3 Regulatory Data Sharing:** You acknowledge that Totali Inc. is required by municipal by-laws in London, Ontario, to share certain trip data (including date, time, and trip duration) with city regulators for transportation planning and compliance monitoring.

## **15: DISPUTE RESOLUTION & ARBITRATION**

**15.1 Mandatory Informal Resolution:** Before commencing any formal legal proceeding, you and Totali Inc. agree to first attempt to resolve any dispute through good-faith informal negotiations for a period of at least thirty (30) days.

**15.2 Choice of Forum :** If a dispute is not resolved informally within thirty (30) days, the parties agree to the following:

- (a) **Small Claims:** If the claim is within the monetary jurisdiction of the Ontario Small Claims Court (currently 50,000.00), the dispute must be resolved in that court.
- (b) **Arbitration:** If, and only if, the claim exceeds the monetary jurisdiction of the Small Claims Court, the dispute shall be settled by binding arbitration

administered by the ADR Institute of Canada (ADRIC) under its Simplified Arbitration Rules.

**15.3 Seat and Venue:** For any arbitration, the seat shall be London, Ontario. For any Small Claims matter, the proceeding shall be commenced at the Small Claims Court location nearest to London, Ontario, or as otherwise required by the Courts of Justice Act. All proceedings shall be in English.

**15.4 Arbitration Cost-Sharing:**

To ensure arbitration remains accessible for high-value claims:

(a) Filing Fee Cap: A Driver's contribution to ADRIIC filing fees shall not exceed the cost of a Superior Court of Justice filing fee. Totali Inc. will pay any ADRIIC commencement fees in excess of that amount.

(b) Arbitrator Fees: The arbitrator's fees shall be shared equally unless the arbitrator determines a different allocation is required by law.

(c) Bad Faith: If an arbitrator finds a claim was frivolous or brought in bad faith, the arbitrator may award Totali Inc. the recovery of all arbitration fees paid.

**15.5 Class Action Waiver:** You and Totali Inc. agree that any proceedings—whether in Small Claims Court or Arbitration—will be conducted solely on an individual basis. You explicitly waive your right to participate in any class, consolidated, or representative action.

**15.6 Small Claims Protocol:**

(a) Finality: If a claim is filed in Small Claims Court, it is not subject to arbitration unless the claim is later amended to exceed the court's monetary limit.

(b) Costs: In Small Claims Court, the awarding of "costs" (legal fees) shall be governed by the Rules of the Small Claims Court.

## **16: GOVERNING LAW AND JURISDICTION:**

**16.1 Choice of Law:** This Agreement, and the relationship between you and Totali Inc., shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

**16.2 Compliance with Digital Platform Workers' Rights Act (DPWRA):** You and Totali Inc. acknowledge that this Agreement is subject to the Digital Platform Workers' Rights Act, 2022, and any other applicable Ontario labor or transportation regulations. Any provision of this Agreement that conflicts with a mandatory right or protection granted to you under the DPWRA shall be deemed modified to the minimum extent necessary to comply with such law.

**16.3 Venue:** Subject to the mandatory Arbitration provisions set out in Section 15, you and Totali Inc. irrevocably agree that the courts of the Province of Ontario located in the City of London (or the nearest judicial center) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

**16.4 Severability:** If any part of this Agreement is held to be invalid or unenforceable by an Ontario court or arbitrator, that part will be severed, and the rest of the Agreement will remain in full force and effect.

## **17: Accessibility and Service Animals:**

- 1. Mandatory Accommodation:** In accordance with the *Accessibility for Ontarians with Disabilities Act (AODA)* and the *Ontario Human Rights Code*, Drivers must accept Riders accompanied by a service animal or using assistive devices (e.g., wheelchairs, walkers).
- 2. Service Animals are Not Pets:** Service animals are working animals and are **not** restricted to the "Pet" category. Drivers in all vehicle categories are legally required to transport them at no additional cost.

3. **Non-Discrimination:** Refusal to transport a service animal based on allergies, religious objections, or a general fear of animals is not a valid exemption under Ontario law and will result in immediate suspension from the Totali platform.
4. **Assistive Devices:** Drivers agree to assist with the stowing of folding wheelchairs, walkers, and other mobility aids. No extra fee may be charged for this service.
5. **Documentation:** Drivers may not demand "certification" or "papers" for a service animal. If the animal's function is not obvious, the Driver may only ask the two legally permitted questions regarding the animal's status and trained tasks.
6. **2 Legal Questions:**
  - (a) **Visibly Obvious:** if it is visibly obvious, The animal is wearing a harness, vest, or is clearly guiding a rider (e.g., a Guide Dog).the following Two Questions cannot be asked. The Ride must be accepted by the Driver.
  - (b) **2 legal questions:**
    - (1) is this a service animal for a disability?
    - (2) what tasks has it been trained to perform ?Only If the answer is no or none to either of these two questions or the Dog is acting aggressively, barking beyond the control of the Rider, can a Driver refuse the fare.  
See the schedule attached, **Totali Driver Cheat Sheet: Service Animals (Ontario)** for the Ontarians with Disabilities Act (AODA) permitted refusals.

## **18: AMENDMENTS AND UPDATES:**

**18.1 Right to Amend:** Totali Inc. reserves the right to modify the terms and conditions of this Agreement, or any policies relating to the Platform, at any

time. Such modifications will be effective upon the posting of an updated version of this Agreement on the Platform or within the Driver App.

**18.2 Notice of Changes:** For any material changes (such as changes to the Service Fee or Payment Terms), Totali Inc. will provide you with at least seven (7) days' advance notice via email or an in-app notification.

**18.3 Continued Use as Consent:** Your continued use of the Totali Platform after any such changes shall constitute your absolute consent to be bound by the amended Agreement. If you do not agree to the changes, your sole remedy is to stop using the Platform and terminate your account.

**18.4 Electronic Signature:** You acknowledge that clicking "I Accept," "Update," or any similar button within the App to confirm your agreement to an amended PAA constitutes your legal electronic signature and creates a binding contract under the Electronic Commerce Act, 2000 (Ontario).

## **19.Schedules:**

The following attached Schedules are a binding part of this agreement.

(a) DPWRA time sensitive required documents,

Driver Policy Notice

How To Guide

Trouble Shooting and Incident Guide

Mandatory Disclosure Guide

(b)Other,

Template for Provincial Addendums

Community Guidelines

Service Animals, Info and Refusals

**THE DPWRA REQUIRES ALL NEW DRIVERS TO BE NOTIFIED OF THE  
BELOW 3 DOCUMENTS WITHIN 24 HOURS OF ONBOARDING . EACH  
INDIVIDUAL DRIVER IS HEREBY NOTIFIED WHEN ACCEPTING THE TERMS  
OF THIS PAA WHEN ONBOARDING .**

- 1- To comply with federal PIPEDA and Ontario's Digital Platform Workers' Rights Act (DPWRA), our Driver Privacy Policy must be transparent about real-time monitoring and data sharing.**

## **Totali Inc. Driver Privacy Notice**

**Effective Date: July 1, 2025**

### **1. Real-Time Geolocation Tracking**

**To facilitate the Totali platform, we collect precise real-time geolocation data from your mobile device.**

**When We Track:** Tracking occurs whenever the Totali Driver App is open and you are "Online" or "Engaged" in a work assignment.

**Purpose:** We use this data to match you with nearby riders, calculate upfront fares, provide navigation, and ensure community safety.

### **2. Regulatory Data Sharing (City of London)**

**As a licensed Private Transportation Company (PTC), Totali Inc. is required by City of London By-law L.-130-71 to share specific trip data with municipal regulators.**

**Data Shared:** This includes trip start/end times, pick-up/drop-off locations, and total trip duration.

**Purpose:** This data is used by the city for transportation planning, by-law enforcement, and ensuring platform accountability.

### **3. Third-Party Disclosures**

**We share your personal information with trusted service providers to manage your business operations:**

**Stripe Connect:** To facilitate your weekly or instant payouts and generate tax-compliant invoices.

**Checkr / Sterling:** To conduct mandatory criminal background checks and driving record (abstract) screenings.

#### **4. Your Right to Deletion & Access**

**Under PIPEDA,** you have the right to access the personal information we hold about you and request its correction or deletion.

**Requesting Deletion:** If you choose to leave the platform, you may request the deletion of your account and personal data.

**Legal Retention:** Note that Ontario law (DPWRA) requires us to retain certain records—including pay and work assignment history—for three (3) years after your access to the platform ends.

## **Totali Driver App: The 5-Step "How-To" Guide**

### **Step 1: Going Online**

**Open the Totali Driver App and tap the "Go Online" button at the center of the screen.**



**Ensure your GPS is enabled and your vehicle status is set to "Active." You are now visible to riders in the London area.**

### **Step 2: Accepting a Trip Request**

**When a ride is available, your phone will chime and display the Upfront Trip Card.**

**Review the Details:** You will see the pick-up location, the exact drop-off address, the total distance, and your 70% Take (\$).

**Take Action:** Tap anywhere on the request card to Accept. If the trip doesn't fit your schedule, let the timer expire—there is no penalty for declining.

### **Step 3: The Pick-Up**

**Tap the "Navigate" icon to open your preferred map (Google or Waze).**

**Once you arrive at the pick-up point, tap "Arrived." This notifies the rider you are outside.**

**Identify the Rider:** Confirm the rider's name matches the app before they enter the vehicle.

### **Step 4: The Trip & Drop-Off**

**Once the rider is safely inside, slide the "Start Trip" bar.**

**Follow the in-app navigation to the destination. Remember: because Totali is a No-Tip Platform, there is no need to discuss payment or tips with the rider.**

**Upon arrival, slide the "Complete Trip" bar. The fare is processed automatically.**

### **Step 5: Rating & Earnings**

**After the trip, you will be prompted to rate the rider from 1 to 5 stars.**

**Your earnings for that trip will immediately appear in your "Earnings Dashboard."**

**Check the "Performance" tab to see your current rating and progress toward your Weekly Fare Threshold.**

## **Totali Support: Troubleshooting & Incident Guide**

### **1. Lost & Found Protocol**

**If a rider leaves an item (like a phone or wallet) in your vehicle:**

**Immediate Action:** If you find the item right away, try to signal the rider before leaving the drop-off area.

**Reporting:** If you discover it later, go to your "Trip History" in the app, select the ride, and tap "Report Lost Item." Take a clear photo of the item.

**Returning Items:** We recommend coordinating a return through the app's messaging feature. Under industry standards, drivers are often eligible for a Return Fee (typically \$20) to compensate for their time and fuel. [1, 2, 3, 4, 5]

## **2. Cleaning & Damage Issues**

**Riders are responsible for maintaining the cleanliness of your vehicle.** If a mess occurs (e.g., food spills, biological waste): [1]

**Stop Driving:** Go offline immediately to prevent further damage or another rider seeing the mess.

**Document Everything:** Take 3 clear, well-lit photos from different angles before you start cleaning.

**Submit a Claim:** Use the "Help" section of the app to submit a Cleaning Fee Request within 3 days.

**Minor Messes** (e.g., mud, small spills) may be eligible for a self-cleaning fee.

**Major Messes** (e.g., vomiting) often require a professional cleaning receipt to be eligible for the maximum payout (up to \$225). [1, 2, 3, 4, 5, 6]

## **#### 3. Safety & Conflict Resolution**

**Your safety is our absolute priority.**

**Trust Your Gut:** If you feel unsafe at any point, you have the right to cancel the trip and pull over in a well-lit area like a gas station.

**Emergency Help:** Use the In-App Emergency Button to share your live location with Totali dispatch or call emergency services directly if you are in immediate danger.

**Recording:** We highly encourage the use of Dashboard Cameras. These are your best defense in "he-said, she-said" disputes and help substantiate claims for our "Human-First" review team. [1, 2, 3]

#### **4. Technical App Issues**

**GPS Lag:** If your map is freezing, try toggling your "Airplane Mode" on and off to reset your data connection.

**Missing Earnings:** Note that while most fares appear instantly, some may take up to 24 hours to process during peak periods.

**Under Section 7 of the DPWRA, Totali must provide the following "Cheat Sheet" to every driver in writing within 24 hours of them gaining access to the app.**

## **TOTALI INC.: MANDATORY DISCLOSURE STATEMENT**

### **1. Pay Calculation**

**Your pay is calculated as 70% of the total rider fare (including applicable HST). Totali acts as your Authorized Booking & Payment Agent , and you are the direct supplier of services to the rider.**

### **2. Tips and Gratuities**

**Totali is a No-Tip Platform. We do not collect or process tips through the app. You are entitled to keep 100% of any cash tips or other gratuities provided directly to you by the rider.**

### **3. Pay Periods and Pay Days**

**Your recurring pay period is Monday to Sunday. All earnings will be deposited via Stripe Connect on your recurring weekly pay day.**

### **4. Work Assignment Factors**

**Work assignments (ride requests) are offered to drivers based on:**

**Proximity: The closest active driver to the rider's pickup location.**

**Availability: Whether the driver is currently "Online" and not on another trip.**

**Vehicle Type: Matching the rider's specific request (e.g., econmy vs. comfort).**

### **5. Performance Ratings and Consequences**

**Totali uses a 5-star performance rating system.**

**Ratings: Your average rating is calculated daily.**

**Consequences:** If your average rating falls below 4.0, or if you fail to meet the Minimum Weekly Fare Threshold displayed in your Dashboard, you may face platform deactivation.

**Notice:** Except for safety violations or willful misconduct, you will receive a written explanation and two (2) weeks' advance notice before any deactivation longer than 24 hours.

## **TEMPLATE: PROVINCIAL ADDENDUM FOR TOTALI INC.**

Title: Provincial Schedule [Name of Province]

This Addendum is incorporated into and forms part of the Totali Inc. Platform Access Agreement (the "Agreement") dated [Original Date].

### **1. Governing Law (Replacement of Section 12)**

1.1 Choice of Law: Notwithstanding Section 12 of the Agreement, this Schedule and the relationship between you and Totali Inc. within the Province of [Province Name] shall be governed by and construed in accordance with the laws of the Province of [Province Name] and the federal laws of Canada applicable therein.

1.2 Venue: All legal proceedings or disputes not settled by arbitration shall be brought exclusively in the courts of [City Name, e.g., Calgary, Vancouver, or Winnipeg].

### **2. Provincial Regulatory Compliance**

2.1 Minimum Earnings: In accordance with [Local Act, e.g., BC Gig Worker Standards], Totali Inc. ensures your earnings for Engaged Time meet the provincial minimum threshold of [Local Amount].

2.2 Insurance Requirements: You acknowledge that the primary commercial insurance provided by Totali Inc. in this province meets the mandatory minimum liability of [Local Requirement, e.g., \$1,000,000 or \$2,000,000] as required by the [Provincial Insurance Regulator].

2.3 Municipal Licensing: You agree to maintain a valid [Local License Name, e.g., TNC Driver's Licence] and display any required municipal decals as mandated by the [City/Region Name].

### **3. Conflict of Terms**

In the event of any conflict between the terms of this Provincial Schedule and the main Agreement, the terms of this Schedule shall prevail for all activities conducted within this Province.

## **Totali Inc. Community Guidelines**

### **1. Respect and Professionalism**



- **Treat Everyone with Dignity:** Discrimination based on race, religion, gender identity, or disability is strictly prohibited.
- **Personal Space:** Physical contact between Drivers and Riders is not permitted except to provide necessary assistance (e.g., helping a Rider with a disability).
- **Appropriate Communication:** Avoid personal questions or comments on appearance. Aggressive or harassing language is grounds for immediate platform suspension.

## 2. Safety Standards

- **Follow All Laws:** Drivers must adhere to the [London Vehicle for Hire By-law](#) and Ontario traffic laws.
- **Verified Rides Only:** Never accept "street hails" or off-platform pickups. All trips must be booked through the Totali app for insurance and safety tracking.
- **Seat Belts:** Both Drivers and Riders must buckle up at all times.
- **Zero Tolerance:** Driving under the influence of drugs or alcohol is strictly prohibited. Riders are also prohibited from consuming alcohol or illegal substances inside the vehicle.

## 3. The "No Tips" Experience

- **Honor the Platform Model:** Totali is a publicized No-Tips Platform. Drivers should not solicit or pressure Riders for tips.
- **Handling Appreciation:** While Drivers may accept a voluntary cash tip if a Rider insists, any complaint of solicitation will result in a review and potential loss of platform access.

## 4. Vehicle Standards (The "Forest City" Standard)

- **Cleanliness:** Vehicles must be kept clean, free of debris, and in good repair as required by [London By-law L.-130-71](#).
- **Identification:** Drivers must display the Totali logo in the back window and passenger-side front window at all times while active.

## 5. Account Integrity

- **No Account Sharing:** Your account belongs to you. Letting anyone else drive under your profile is a major safety violation.

- **Reporting:** If you experience an unsafe situation, report it immediately through the Totali app or contact local emergency services if necessary.

## **Totali Driver Cheat Sheet: Service Animals (Ontario)**

### **THE GOLDEN RULE**

Under Ontario law, **Service Animals are NOT pets**. They are medical equipment. Denying a rider with a legitimate service animal can lead to **human rights complaints** and **immediate permanent suspension** from Totali Inc.

### **WHEN YOU MUST ACCEPT THE RIDE**

If either of these is true, the animal **must** be allowed in your vehicle:

1. **Visibly Obvious:** The animal is wearing a harness, vest, or is clearly guiding a rider (e.g., a Guide Dog).
2. **Documentation Provided:** The rider provides a letter or ID from a [regulated health professional](#) (Doctor, Nurse, Psychologist) confirming the animal is required for a disability.

### **THE TWO PERMITTED QUESTIONS**

If the animal's role is **not** obvious (no vest/harness), you may ask:

1. **"Is this animal required because of a disability?"**
2. **"What work or task has the animal been trained to perform?"**

### **WHEN YOU CAN LAWFULLY REFUSE**

You may refuse the ride **only if** the rider admits:





- The animal is **not** for a disability.

- The animal is for "**Emotional Support**" (**ESA**) or "Companionship" only (ESAs do not have public access rights in Ontario unless they are task-trained).
- The animal is a pet and the ride was not booked under the **Totali Pet** category.

#### **Other Lawful Refusals:**

- The animal is **aggressive** (growling/biting).
- The animal is **not housebroken** (urinating/defecating in the car).

#### **WHAT YOU CANNOT DO**

-  **Do NOT** ask for the rider's specific medical diagnosis.
-  **Do NOT** ask for "certification papers" or "training logs" (these do not exist in Ontario law).
-  **Do NOT** charge extra fees or cleaning fees for a service animal.
-  **Do NOT** refuse based on allergies or religious beliefs (this is not a valid exemption under AODA).

#### **SCRIPT FOR REFUSAL (PETS ONLY)**

*"I'm sorry, since this animal is not a task-trained service animal for a disability, I cannot accept the fare as I do not participate in the Pet category. Please re-book using the Pet option so a participating driver can assist you."*

