



Construction Safety Software That Does It All

CORFIX END USER LICENSE AGREEMENT

JANUARY 8, 2026

PLEASE READ THIS END USER LICENSE AGREEMENT (THE "EULA") CAREFULLY BEFORE USING THE CORFIX MOBILE APPLICATION OR ANY CORFIX WEB APPLICATIONS.

This EULA is a legal agreement between you (the individual end user) and Corfix Inc. ("Corfix") regarding your use of Corfix mobile applications, Corfix web applications or the hosted software solutions made available by Corfix (collectively, the "Services"). Nothing in this EULA creates any agency, partnership, or joint venture between you and Corfix.

1. Application and Acceptance

- 1.1. Relationship to Terms of Service.** This EULA supplements and is subject to the Corfix Terms of Service (available at <https://www.corfix.com/legal/terms/>) (the "TOS") entered into between Corfix and your employer. In the event of any conflict between this EULA and the TOS, the TOS controls.
- 1.2. Relationship of the Parties.** You are using the Services under your employer's Corfix subscription. You are a "User" under your employer's agreement with Corfix, and your rights derive from that subscription. This EULA governs your individual use. It does not create a direct contractual relationship between you and Corfix for all obligations in the TOS. Your employer is responsible for managing user accounts, support requests (other than privacy/data rights matters), and payment obligations under the TOS. You may contact Corfix directly regarding data rights, privacy rights, access, deletion, or security incidents. Corfix is not your employer and assumes no employment, human resources, or labor-law obligations toward you. Corfix acts solely as a technology service provider to your employer. You agree to comply with your employer's site policies, safety rules, and instructions regarding use of the Services (including location or photo usage). You acknowledge and agree that any third-party mobile device platform or service provider where you may have obtained a Corfix mobile application (the "App Platform Provider") is not a party to this EULA. You may only use the Corfix mobile application on devices that are permitted by the App Platform Provider Terms of Service.
- 1.3. Acceptance.** By clicking "Accept," or by installing, accessing, or using the Services, you acknowledge that you have read and agree to be bound by all terms of this EULA and you confirm that your use is authorized by your employer.

2. Privacy, GPS, and Photo Capture

- 2.1. Privacy Policy and Roles.** Corfix values your privacy. The collection, use, and disclosure of personal information through the Services are governed by the Corfix Privacy Policy (available at <https://www.corfix.com/legal/privacy/>), which is incorporated into and forms part of this EULA. Corfix provides the Services and related cloud services to your employer as a service provider or processor. Your employer is the controller of the personal information collected through the Services. Corfix processes personal information only on behalf of, and in accordance with the instructions of, your employer and as otherwise permitted by law.
- 2.2. Information Collected.** The Services may collect personal information that you or your employer submit or that arises from your use of the Services, including: (a) contact information and account credentials; (b) time and attendance information, safety and compliance data, and job-site forms; (c) optional GPS location data when location tracking is



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enabled by your employer; and (d) optional photo images used to verify attendance, document work, or complete safety records (collectively "User Data").

- 2.3. Use of Information.** Corfix will store and use the User Data only to fulfill the purpose of the Services, which is to help your employer manage worker safety, compliance, timekeeping, and scheduling through integrated mobile and web tools.
- 2.4. GPS and Photo Functionality.** The Services may allow your employer to utilize Global Positioning System ("GPS") monitoring and reporting capabilities generated by or in connection with your use of the Services, as well as photo identification features to verify your attendance. If your employer enables GPS or photo functionality, those features are used solely to confirm attendance, enhance job-site safety, and support workforce management. Your employer, not Corfix, determines when and how those features are active and is responsible for obtaining any required notice or consent from you. You acknowledge that by using location-enabled features after being notified by your employer, you consent to location tracking as described in this EULA. If you do not consent, you must disable location services and notify your employer immediately. You may disable location services on your device, but this may limit functionality in the Services and you should notify your employer of your decision to disable location services. The Services may use images captured through the Services for facial recognition or other biometric identification or verification purposes, in addition to their use as visual attendance records and timestamps, as further described in the TOS. If and when such biometric functionality is enabled for your employer's account, your employer is responsible for providing you with the required notice and obtaining your prior written, informed consent under applicable Data Protection Laws, including applicable biometric privacy laws, before that functionality applies to you.
- 2.5. Cross-Border Processing.** All Corfix systems and servers currently used to provide the Services are located in the United States. Personal information submitted through the Services will therefore be transferred to and stored in the United States and may be accessible to U.S. governmental authorities under lawful process. By accepting this EULA, you explicitly consent to this cross-border transfer and processing. Corfix implements administrative, technical, and physical safeguards appropriate to the sensitivity of the information to protect it from unauthorized access or disclosure.
- 2.6. Data Retention and Deletion.** Corfix retains personal information for the duration of your employer's active subscription and for thirty (30) days following termination or expiry of that subscription, consistent with Section 5.4 (Customer Data Portability and Deletion) of the TOS, to allow for orderly off-boarding and data export. After this period, Corfix will delete or irreversibly de-identify all User Data retained by Corfix systems, except to the extent retention is required by applicable employment, tax, or other legal obligations of your employer, or to resolve disputes or enforce this EULA. If your employer requests earlier deletion, Corfix will comply within a reasonable time. Where permitted by law, you may also request access to or deletion of your personal information as described further below.
- 2.7. User Privacy Rights and Contact.** Subject to applicable law, you may request access to, correction of, or deletion of your personal information by contacting privacy@corfix.com. Corfix will coordinate with your employer to verify and fulfill such requests consistent with its obligations as a service provider. Please direct all other questions about the Services to your employer or site administrator.
- 2.8. Cookies.** Corfix may use cookies and similar technology to collect information about you and your use of the Services. Corfix uses this information to enable your use of the Services and your employers use of the Services, and to improve and customize your experience when



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using the Services. Corfix may disclose information as required by law, valid legal process, or to protect the safety of Users or others.

3. Proprietary Rights

- 3.1. Ownership.** The Services and all related software, technology, designs, documentation, text, graphics, interfaces, content, templates, and other materials (collectively, the “Corfix Materials”) are the exclusive property of Corfix Inc. and its licensors and are protected by copyright, trademark, and other intellectual property laws. Except for the limited rights expressly granted in this EULA, no rights, title, or interest in the Corfix Materials or the Services are transferred to you. No implied licenses are granted under this EULA by estoppel or otherwise. For clarity, the Corfix Material do not include User Data.
- 3.2. Limited License.** Subject to your compliance with this EULA and your employer’s active subscription, Corfix grants you a non-exclusive, non-transferable, revocable, limited right to access and use the Services solely as follows: (a) for your employer’s internal business purposes; (b) in accordance with your employer’s instructions and policies; and (c) from locations reasonably necessary to perform your work duties.
- 3.3. Restrictions.** You may not: (a) copy, modify, translate, adapt, reverse-engineer, decompile, or disassemble any part of the Services; (b) rent, lease, lend, sell, sublicense, or otherwise transfer access to the Services; (c) remove, alter, or obscure any proprietary notices or trademarks contained in the Services; (d) use the Services for any purpose that is unlawful, deceptive, or fraudulent, or that infringes the rights of others; (e) use the Services in any manner that interferes with, disrupts, or harms Corfix’s systems, networks, or other users; or (f) upload or transmit any material that contains viruses, malicious code, or other harmful or objectionable content including, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; and (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent. Nothing in this Section limits your rights under applicable copyright law, including fair use or fair dealing.
- 3.4. Administrative Users.** Certain Users designated by the employer may have administrative permissions that allow them to create, manage, or monitor other User accounts or to access employment-related data (“Administrative Users”). Administrative Users act solely on behalf of the employer as its authorized representatives. Corfix is not responsible for the employer’s or any Administrative User’s collection, use, or disclosure of personal information beyond the functionality of the Services. Administrative Users must use their access only for legitimate business purposes, maintain appropriate confidentiality, and comply with applicable privacy and employment laws. Corfix may suspend or revoke administrative access if misuse or unauthorized disclosure is suspected.
- 3.5. Feedback.** You may provide suggestions, comments, or feedback about the Services (“Feedback”). Corfix may freely use and incorporate Feedback into its products and services without restriction or obligation to you or your employer.
- 3.6. Trademarks.** “Corfix” and all associated logos, marks, and names are trademarks of Corfix Inc. or its licensors. Nothing in this EULA grants you any right or license to use those trademarks, except as necessary for your permitted use of the Services.

4. Access and Support

- 4.1. Telecommunications Services:** You are responsible for obtaining and maintaining your own Internet access, mobile data plan, and any equipment or devices required to use the Services.



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Corfix is not responsible for any charges or limitations imposed by your network or mobile service provider, or for network outages, latency, or other connectivity issues outside Corfix's control.

- 4.2. Maintenance and Availability.** The Services are available on iOS, Android and on the web. Corfix will make the Services available to you in accordance with the service levels applicable to your employer's subscription. The Services may occasionally be unavailable due to maintenance, upgrades, or network disruptions. Corfix will provide notice of planned maintenance when practicable. You acknowledge that the App Platform Provider is not obligated to provide any support or maintenance for the Services.
- 4.3. Support Availability.** Corfix provides technical support for the Services through your employer's designated administrator or support contact. If you require assistance, please contact your supervisor or site administrator first. Corfix will respond directly only to (a) your employer's authorized representatives and (b) individual requests relating to privacy or data-protection rights.
- 4.4. Updates.** Corfix may automatically install or deploy updates, patches, bug fixes, or new versions of the Services to maintain security and functionality. You consent to the automatic installation of such updates. You acknowledge and agree that the Services (including any updates or upgrades) may: (a) cause your device to communicate automatically with Corfix's servers to deliver functionality and record usage metrics; (b) update or affect preferences or cached data stored on your device; and (c) collect personal information as described in the Privacy Policy. Corfix does not access or monitor any personal content stored locally on your device except as necessary for the operation of the Services.

5. Term and Termination

- 5.1. Term.** This EULA takes effect when you first access or use the Services and remains in effect until terminated in accordance with this Section 5. Your right to use the Services continues only while your employer maintains an active subscription with Corfix and you remain authorized by your employer to access the Services.
- 5.2. Termination by Employer.** Your access to the Services automatically ends when your employer's subscription expires or is terminated, or when your employer revokes your authorization to use the Services. Corfix will retain and delete personal information in accordance with Section 2.6 (Data Retention and Deletion).
- 5.3. Termination or Suspension by Corfix.** Corfix may suspend or terminate your access to the Services if it reasonably determines that: (a) you have violated this EULA, including any restrictions or content rules in Section 3; (b) your use poses a security risk to the Services, other users, or Corfix's systems; (c) your use may expose Corfix or others to legal liability; or (d) suspension or termination is required by law, regulation, or governmental order. Where practical, Corfix will provide notice to your employer or administrator before suspension or termination takes effect.
- 5.4. Withdrawal of Consent by You.** You may uninstall the mobile application from your device at any time, which will stop data collection from that device but will not by itself deactivate your account. If you no longer wish to use the Services in connection with your employment, please contact your employer or site administrator, who can deactivate your account through the employer's Corfix subscription.
- 5.5. Effect of Termination.** Upon termination or withdrawal of access, your rights under this EULA will immediately end and you must stop using the Services. Corfix will not be liable to you or any third party for suspension or termination.

6. Warranties and Limitations of Liability

- 6.1. Relationship to Employer Agreement.** The Services are provided to you as part of your employer's subscription agreement with Corfix (the TOS), which governs all warranties, service levels, and remedies available to your employer. This EULA does not modify or expand those rights. Corfix's obligations and liability, if any, with respect to the performance of the Services are owed only to your employer under the TOS, not to individual users.
- 6.2. Limited Warranties.** Corfix will use commercially reasonable efforts to maintain the availability and security of the Services in accordance with its TOS. Except as expressly set out in that agreement, the Services are provided on an "as is" and "as available" basis. Corfix does not warrant that your use of the Services will be uninterrupted, error-free, or compatible with every device or operating system, nor that defects will be corrected immediately.
- 6.3. No Other Warranties.** To the maximum extent permitted by applicable law, Corfix disclaims all other warranties and conditions, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or quiet enjoyment. Nothing in this EULA limits any warranties expressly provided to your employer under the TOS.
- 6.4. Limitation of Liability.** To the fullest extent permitted by law: (a) Corfix will not be liable to you for any indirect, incidental, special, punitive, or consequential damages (including lost time, data, or earnings) arising out of or related to your use of the Services; and (b) Corfix's total aggregate liability to you for any direct damages shall not exceed the greater of fifty Canadian dollars (CAD \$50) or the minimum amount required by applicable law. To the maximum extent permitted by law, you and Corfix agree to resolve disputes only on an individual basis and waive any right to participate in a class or representative action. The above limitations do not apply to limit or exclude Corfix's liability for any matter that cannot lawfully be excluded or limited under applicable law, including but not limited to death or personal injury caused by Corfix's negligence, fraud, or gross negligence.
- 6.5. Allocation of Risk.** You acknowledge that the allocation of risk set out in this Section 6 is a material basis for permitting you to use the Services and reflects the relationship between Corfix, your employer, and you as an authorized user.

7. User Responsibility and Indemnity

- 7.1. User Responsibility.** You are responsible for your conduct while using the Services and for any content, data, or materials that you upload, submit, or transmit through the Services ("User Content"). You represent and warrant that your User Content and your use of the Services will comply with this EULA, your employer's policies, and all applicable laws.
- 7.2. Limited Indemnity.** To the extent permitted by law, you agree to defend, indemnify, and hold harmless Corfix, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns from and against any third-party claim, demand, or action arising directly from: (a) your intentional or grossly negligent misuse of the Services; (b) your violation of this EULA or applicable law; (c) your upload or transmission of User Content that infringes or misappropriates any third party's intellectual-property or privacy rights or (d) any misuse of administrative credentials or unauthorized disclosure of User Data. This indemnity does not apply to acts or omissions of your employer or any use of the Services made under your employer's direction, which remain governed by the employer's agreement with Corfix.
- 7.3. Cooperation.** Corfix will promptly notify your employer of any claim subject to this Section and will cooperate with your employer in managing its response.

8. Product and Intellectual Property Claims

- 8.1. Product Claims.** Corfix, not the App Platform Provider (such as Apple or Google), is responsible for addressing any claims by you or your employer relating to the Services or their use, including: (a) any product liability claim; (b) any claim that the Services fail to conform to applicable legal or regulatory requirements; or (c) any claim arising under consumer protection or similar legislation. Any warranties or remedies related to such claims are governed exclusively by the TOS between Corfix and your employer, and Corfix's obligations under that agreement, if any, will be owed solely to your employer.
- 8.2. Third-Party Intellectual Property Claims.** Corfix will be solely responsible, to the extent required by applicable law, for the investigation, defense, settlement, and discharge of any claim that the Services or your authorized use of them infringe a third party's intellectual property right. Except as required by law, Corfix will have **no** obligation to indemnify or defend individual users, and any such indemnification, if applicable, will be owed to your employer under its TOS. Nothing in this Section limits any rights or remedies available to your employer under its agreement with Corfix.

9. Export Compliance and Third-Party Beneficiaries

- 9.1. Export Compliance.** You may not use, export, re-export, import, or transfer the Services except as authorized by the laws of the jurisdiction in which the Services were obtained and any other applicable laws, including without limitation the export control laws and regulations of Canada, the United States, and other jurisdictions as applicable. You further represent and warrant that: (a) you are not located in, under the control of, or a national or resident of any country or region to which export, re-export, or provision of the Services is prohibited under applicable law; and (b) you will not use the Services for any purpose prohibited by applicable export laws, including nuclear, missile, chemical or biological weapons end uses. Corfix's corporate obligations and controls under export laws are further described in its TOS which govern your employer's subscription.
- 9.2. Third-Party Beneficiaries.** You acknowledge and agree that the App Platform Provider (including Apple Inc., Google LLC, and their respective subsidiaries) is a third-party beneficiary of this EULA, and that, upon your acceptance of this EULA, such App Platform Provider will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary hereof, to the extent required under its applicable developer distribution terms. Except for the foregoing, this EULA does not confer any rights or remedies upon any person or entity other than you, your employer, Corfix, and their respective permitted successors and assigns.

10. General

- 10.1. Governing Law.** This EULA and any dispute or claim arising out of or relating to it will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. You and Corfix agree to the exclusive jurisdiction of the courts located in Ottawa, Ontario. Nothing in this EULA limits Corfix's ability to seek injunctive or equitable relief in any jurisdiction to protect its intellectual-property or confidentiality rights.
- 10.2. Force Majeure.** Corfix will not be liable for any delay or failure to perform due to causes beyond its reasonable control, including internet or telecommunications failures, natural disasters, labor disputes, or governmental actions.
- 10.3. Language.** The parties confirm that it is their wish that this EULA and all related documents be drawn up in English. Le présent contrat et tous les documents connexes sont rédigés en anglais à la demande expresse des parties.



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- 10.4. Amendments.** Corfix may update or modify this EULA from time to time to reflect changes in its Services, business, or legal obligations. The current version will always be available at <https://www.corfix.com/legal/eula> or within the Services. Your continued use of the Services after an update constitutes your acceptance of the revised EULA. If any change materially affects your rights, Corfix will provide reasonable notice to your employer. If at any time you choose not to accept this EULA, including following any such modifications hereto, then please do not use the Services and uninstall any applications from your devices.
- 10.5. Entire Agreement.** This EULA, together with the TOS and the Privacy Policy constitutes the entire agreement governing your use of the Services and supersedes any prior or contemporaneous understandings regarding that use. In the event of any conflict, the Terms of Service between Corfix and your employer will control.
- 10.6. Severability.** If any provision of this EULA is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.
- 10.7. Waiver.** The failure of either party to enforce any provision of this EULA will not constitute a waiver of that provision or any other provision.
- 10.8. Assignment.** You may not assign or transfer this EULA or any rights granted hereunder. Corfix may assign this EULA in connection with a merger, acquisition, corporate reorganization, or sale of assets, provided that the assignee assumes Corfix's obligations under this EULA.
- 10.9. Notices.** Notices to Corfix must be sent to support@corfix.com (subject line: "End User License Notice") or to its registered office address set out in the TOS. Corfix may provide notices to you by posting within the Services, sending them to your registered email address (if provided), or through your employer's administrator.
- 10.10. Survival.** Sections 2 (Privacy), 3 (Proprietary Rights), 5 (Term & Termination), 6 (Warranties and Limitations), 7 (User Responsibility), 8 (Product), 9 (Export), and 10 (General) will survive termination as applicable.

Any questions you have regarding the Services or this EULA may be submitted to Corfix at support@corfix.com.