



USER CONTENT AGREEMENT

This User Content Agreement ("Agreement") is entered into by and between Quality Local Contractors ("QLC"), a Canadian-based business with future plans for U.S. expansion, and the undersigned contractor ("Contractor"). This Agreement specifies the ownership rights and usage permissions for any content uploaded by Contractors on QLC's platform, including but not limited to photos, reviews, testimonials, and service-related media ("User Content").

1. Ownership of User Content

- The Contractor retains ownership of any original User Content they upload to QLC's platform.
- By submitting User Content, the Contractor grants QLC a non-exclusive, royalty-free, worldwide, sublicensable, and transferable license to use, display, reproduce, modify, distribute, and promote the content in connection with QLC's business operations, including marketing and advertising.
- QLC does not claim ownership of User Content but reserves the right to remove or modify any content that violates this Agreement, QLC's **Terms of Service**, or applicable laws.

2. Permitted Uses of User Content

- QLC may use User Content for the following purposes:
 - 1) Displaying on QLC's platform, website, and mobile applications.
 - 2) Promotional materials, including social media, email marketing, and advertisements.
 - 3) Educational content and training resources.
 - 4) Client testimonials and case studies.
- The Contractor waives any right to approve how their User Content is used by

QLC, provided it aligns with this Agreement and does not misrepresent the Contractor's business.

3. Restrictions on User Content

- The Contractor agrees that their User Content shall not:
 - 1) Contain false, misleading, or defamatory information.
 - 2) Infringe upon any third-party intellectual property rights.
 - 3) Include unauthorized personal or confidential information.
 - 4) Contain offensive, illegal, or inappropriate material.

- The Contractor is responsible for ensuring they have the necessary rights and permissions for any third-party content included in their User Content.

4. Content Removal and Modification

- QLC reserves the right to remove, edit, or disable User Content that:
 - 1) Violates QLC's policies or applicable laws.
 - 2) Receives complaints from clients or third parties.
 - 3) Is outdated, irrelevant, or no longer aligns with QLC's branding or platform requirements.

- Contractors may request removal of their User Content by submitting a written request to QLC's support team. QLC will review and process such requests within **[X] business days**.

5. Indemnification

- The Contractor agrees to indemnify and hold harmless QLC from any claims, damages, or liabilities arising from the use of their User Content, including third-party disputes over intellectual property rights.

- The Contractor acknowledges that QLC is not liable for any unauthorized use of User Content by third parties outside of QLC's control.

6. Governing Law

- This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Upon QLC's U.S. expansion, applicable U.S. state laws shall also apply.