

Terms & Conditions

Last Updated: April 20, 2026 | Southern Ontario, Canada

Compliant with: OHSA (Ontario) | O. Reg. 213/91 | PIPEDA | FIPPA | MFIPPA | ESA Electronic Monitoring Provisions

1. ACCEPTANCE OF TERMS

By accessing or using the SafeOnSite platform ("Service"), you ("User", "Client", or "Employer") agree to be bound by these Terms and Conditions ("Terms") and all applicable laws and regulations, including:

- **OHSA** — Ontario's Occupational Health and Safety Act, R.S.O. 1990, c. O.1, and O. Reg. 213/91 (Construction Projects), administered by the MLTSD
- **FIPPA** — Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31
- **MFIPPA** — Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56
- **PIPEDA** — Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5
- **ESA** — Employment Standards Act, 2000, as amended by the Working for Workers Four Act, 2023

If you do not agree to these Terms, do not use the Service.

2. DESCRIPTION OF SERVICE

SafeOnSite is an AI-powered construction site safety management platform headquartered in Southern Ontario, Canada. The Service provides:

- Real-time analysis of on-site RTSP camera feeds using local edge AI hardware
- Automated detection and alerting of safety violations (e.g., PPE non-compliance, unauthorized zone entry, fall hazards, equipment proximity violations)
- Timestamped violation logs and incident records for site management
- Compliance reporting tools to support OHSA obligations
- Dashboard access for site managers, safety officers, and authorized personnel

All AI video processing is performed locally on on-site edge hardware. Raw video is not transmitted to external servers during standard operation.

3. ELIGIBILITY AND AUTHORITY

- You must be at least 18 years of age to use this Service.
- If registering on behalf of a company or organization, you represent and warrant that you have the legal authority to bind that organization to these Terms.

- Clients deploying SafeOnSite must be the Constructor, Employer, or authorized representative of the worksite as defined under the OHSA.

4. EMPLOYER AND CONSTRUCTOR OBLIGATIONS

4.1 OHSA Compliance Responsibility

SafeOnSite is a tool to assist with safety monitoring. The Client remains solely and fully responsible for compliance with all applicable provisions of the OHSA and its regulations, including:

- O. Reg. 213/91 — Construction Projects
- O. Reg. 297/13 — Occupational Health and Safety Awareness and Training
- Duties of constructors (s.23 OHSA), employers (s.25 OHSA), supervisors (s.27 OHSA), and workers (s.28 OHSA)

SafeOnSite does NOT replace the requirement for qualified supervisors, competent workers, Joint Health and Safety Committees (JHSCs), or certified safety representatives as required under the OHSA.

4.2 Worker Notification and Consent

Prior to deploying SafeOnSite on any worksite, the Client must:

- Provide written notice to all workers and contractors that AI-assisted video surveillance is in operation, in compliance with the ESA electronic monitoring provisions and applicable privacy legislation
- Post visible signage at all monitored site entrances and areas
- Ensure that collection of personal information through the platform is authorized under PIPEDA, FIPPA, or MFIPPA as applicable
- Obtain any additional consents required under applicable law

SafeOnSite provides template disclosure notices and signage to assist Clients in meeting these obligations. Use of these templates does not constitute legal advice.

4.3 Ministry of Labour Inspections

The Client acknowledges that safety records, violation logs, and incident data generated by SafeOnSite may be subject to inspection, review, or seizure by Ministry of Labour inspectors under s.54 of the OHSA. The Client is responsible for maintaining and producing such records as required by law.

4.4 Critical Incident Reporting

SafeOnSite alerts are intended to supplement — not replace — the Client's obligations to report critical injuries, fatalities, and dangerous circumstances to the Ministry of Labour as required under ss.51–53 of the OHSA.

5. ACCOUNT REGISTRATION AND SECURITY

- You agree to provide accurate and complete registration information.
- You are responsible for maintaining the confidentiality of your credentials.
- You must notify us immediately of any unauthorized access to your account.

- Access to violation logs and worker data must be restricted to authorized personnel only, consistent with FIPPA/MFIPPA and PIPEDA requirements.

6. ACCEPTABLE USE

You agree to use SafeOnSite only for lawful purposes. You must NOT:

- Collect personal information beyond what is necessary for stated safety management purposes (data minimization — PIPEDA Principle 4.4)
- Use AI-generated data to discipline, terminate, or take adverse action against workers without independent investigation and due process
- Repurpose violation logs or worker data for non-safety-related purposes without appropriate legal authority and consent
- Attempt to re-identify anonymized data
- Share access credentials or violation data with unauthorized third parties
- Interfere with or tamper with edge AI hardware or camera systems
- Use the Service in violation of the OHSA, PIPEDA, FIPPA, MFIPPA, or the Human Rights Code, R.S.O. 1990, c. H.19

7. PRIVACY AND DATA HANDLING

Your use of SafeOnSite is governed by our Privacy Policy, incorporated herein by reference. Key obligations include:

- Personal information must be used only for the purposes identified at the time of collection (PIPEDA Principle 4.2)
- Clients acting as "organizations" under PIPEDA are responsible for personal information under their control, including data processed by SafeOnSite on their behalf
- Where SafeOnSite is deployed by a public institution, FIPPA or MFIPPA governs the collection, use, and disclosure of personal information
- Clients must maintain appropriate data retention and destruction schedules consistent with OHSA requirements and applicable privacy legislation

8. INTELLECTUAL PROPERTY

8.1 SafeOnSite IP

All software, AI models, algorithms, interfaces, and documentation are the exclusive property of SafeOnSite and protected under Canadian intellectual property law. No license is granted beyond what is necessary to use the Service.

8.2 Client Data

Clients retain ownership of their violation logs, incident records, and operational data. SafeOnSite may use aggregated, anonymized data to improve AI model performance, subject to PIPEDA requirements.

8.3 Restrictions

You may not reverse engineer, decompile, or attempt to extract the source code or AI models of the SafeOnSite platform.

9. SUBSCRIPTION, FEES, AND PAYMENT

- Subscription plans and pricing are available at www.safeonsite.com
- Fees are billed monthly or annually in advance in Canadian dollars (CAD)
- Cancellation takes effect at the end of the current billing period; no refunds are provided for unused periods
- Price changes will be communicated with a minimum of 30 days' written notice

10. DISCLAIMERS

10.1 No Warranty

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SAFEONSITE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL SAFETY VIOLATIONS WILL BE DETECTED.

10.2 Not a Substitute for Safety Professionals

SAFEONSITE IS AN AI-ASSISTED MONITORING TOOL. IT DOES NOT REPLACE QUALIFIED SUPERVISORS, CERTIFIED SAFETY REPRESENTATIVES, OR PROFESSIONAL SAFETY ENGINEERS. AI DETECTION IS SUBJECT TO TECHNICAL LIMITATIONS INCLUDING CAMERA ANGLE, LIGHTING, OCCLUSION, AND MODEL ACCURACY. CLIENTS MUST NOT RELY SOLELY ON SAFEONSITE ALERTS TO FULFILL THEIR OHSА OBLIGATIONS.

10.3 Regulatory Compliance

SAFEONSITE PROVIDES TOOLS TO ASSIST WITH OHSА COMPLIANCE. HOWEVER, SAFEONSITE MAKES NO REPRESENTATION THAT USE OF THE SERVICE GUARANTEES COMPLIANCE WITH THE OHSА OR ANY OTHER APPLICABLE LAW. CLIENTS ARE SOLELY RESPONSIBLE FOR THEIR REGULATORY COMPLIANCE.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE CANADIAN LAW:

- SAFEONSITE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM USE OF THE SERVICE.
- SAFEONSITE SHALL NOT BE LIABLE FOR ANY WORKPLACE INJURY, FATALITY, OR REGULATORY PENALTY ARISING FROM RELIANCE ON OR FAILURE OF THE SERVICE.
- OUR TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE FEES PAID BY THE CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Nothing in these Terms limits liability for gross negligence, fraud, or any liability that cannot be excluded under applicable law.

12. INDEMNIFICATION

You agree to indemnify and hold harmless SafeOnSite and its officers, directors, employees, and agents from any claims, penalties, fines, or expenses (including legal fees) arising from:

- Your failure to comply with the OHSA or any applicable regulation
- Your failure to provide required worker notifications or post required signage
- Your misuse of violation data or breach of worker privacy rights
- Your violation of these Terms or applicable law

13. TERMINATION

- Either party may terminate the agreement with 30 days' written notice.
- We may suspend or terminate access immediately for material breach of these Terms, including violations of OHSA, PIPEDA, FIPPA, or MFIPPA obligations.
- Upon termination, Clients must ensure all edge AI hardware is decommissioned in accordance with our offboarding procedures and applicable data destruction requirements.
- Violation logs and safety records must be retained by the Client for the period required under the OHSA (minimum 7 years for certain records) even after termination of the Service.

14. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes shall be resolved in the courts of Ontario, with jurisdiction in the judicial district of the Client's worksite or Toronto, Ontario, at SafeOnSite's election.

The parties agree to attempt good-faith negotiation before initiating formal legal proceedings.

15. REGULATORY CONTACTS

Authority	Contact
Ministry of Labour, Immigration, Training and Skills Development (MLTSD)	www.ontario.ca/labour Health & Safety Contact Centre: 1-877-202-0008
Office of the Information and Privacy Commissioner of Ontario (IPC)	www.ipc.on.ca 1-800-387-0073
Office of the Privacy Commissioner of Canada (OPC)	www.priv.gc.ca 1-800-282-1376

16. ENTIRE AGREEMENT AND SEVERABILITY

These Terms, together with the Privacy Policy and any executed Service Agreement, constitute the entire agreement between the parties. If any provision is found unenforceable, the remaining provisions continue in full force.

17. CONTACT US

Legal:	SafeOnSite
Email:	legal@safeonsite.com
Website:	www.safeonsite.com
Region:	Southern Ontario, Canada

This document was prepared for SafeOnSite and is intended for informational purposes. It does not constitute legal advice. Consult a qualified legal professional for advice specific to your situation.