

Bluewater Promotions Inc.
Terms of Use

Last modified: September 1 2024

Effective date: September 1 2024

Summary of Terms of Use

- **Relationship between Users: Patient and Healthcare Provider.** The User acknowledges and agrees that by accepting a service on the Product, such acceptance creates a relationship between the Patient and the Healthcare Provider. The Company does not, and will not be deemed to direct, control, or oversee either Users, the Healthcare Provider's work environment, training provided to a Healthcare Provider, or the Healthcare Provider's performance, or the Healthcare Staff (as defined below). In the event that an issue arises between the Users, the Users' sole remedy through the Company shall be termination of the applicable service.
- **Healthcare Provider Selection.** The Company makes no representation or warranty as to the accuracy of the information provided by the Healthcare Provider or Healthcare Staff, or about any of the Healthcare Provider's or Healthcare Staff's skills, experience, background, suitability, or education (including, any licenses).
- **Workplace Environment and Training for Healthcare Provider.** The User acknowledges and agrees that the Company is in no way responsible for the workplace environment or supervision of the Healthcare Provider or the Healthcare Staff during the provision of a Service made through the Product.
- **No endorsement as to accuracy:** We accept no responsibility for the accuracy of any User Data provided by or created using the Product except as otherwise set out in these Terms. The provision or storage of User Data through the Product does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such User Data. You are responsible for ensuring that the information you have entered into our system is accurate, reliable and complete.

This Agreement is between:

1. Bluewater Promotions Inc., a corporation incorporated under the provincial laws of Ontario, with its registered address at 481 London Road, Sarnia, ON, N7T 4X3 (referred to in these Terms as "**we**", "**us**" or the "**Company**"); and
2. The Healthcare Provider who has registered for the use of the Product for the provision of healthcare services to a Patient (the "**Healthcare Provider**"); and
3. The Healthcare staff who a Healthcare Provider has registered an account on the Product for the Healthcare staff to assist with the provision of healthcare services to the User (the "**Healthcare Staff**"); and

4. The “**Patient**” (together with the Client, Healthcare Staff, and the Healthcare Provider, collectively, each a “**User**” or “**You**”) who has: (a) registered for the use of the Product to receive Medical Services (as defined below) from a Healthcare Provider, or; (b) is accessing the Product as a guest of a particular Healthcare Provider (“**Unregistered Patient of Healthcare Provider**”), and together with the Company, each a “**Party**”, and collectively the “**Parties**”).

1. PARTIES ACCESSING THE SITE AGREE TO BE BOUND BY OUR TERMS

These terms of use (the “**Terms**” or “**Terms of Use**”) govern your access of Docnote, and any other products created by the Company from time to time, whether accessed: (a) on a computer connected to the internet at <https://www.docnote.com/> (the “**Website**”); (b) on the Company’s social media properties (individually and collectively, (a), and (b) are the “**Product**”), as owned and operated by the Company. These Terms govern the use of User who have accessed or registered for the use of the Product, whether as a Patient, Healthcare Staff, or a Healthcare Provider, and are binding on any use of the Product, and apply to You from the time that You first access the Product. For clarification, “**You**” includes terms such as “**your**” and “**yourself**”.

2. APPROVAL OF THE TERMS

It is important that you read these Terms carefully. If You do not agree to these Terms, please do not use the Product or browse the Website. By accessing or using the Product, You represent, warrant and signify that: (a) You are at least 18 years of age; (b) You have read, understood and agree to be bound by these Terms as they may be amended from time to time; and (c) You have read and understand our Privacy Policy, which can be accessed at https://cdn.prod.website-files.com/666c7bf7d426ee05bb96c1ab/67ec3d4b14544308f11f3325_Privacy%20Policy%202024.pdf (the “**Privacy Policy**”), the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy.

You may not use the Product nor accept these Terms if you are not of a legal age to form a binding contract with us. If You accept these Terms, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such a company or entity (and in which case “**You**” will refer to the company or entity).

3. SCOPE OF SERVICE TO BE PROVIDED.

Medical Services; Personal Health Information. The Product enables registered Patients to access registered Healthcare Providers to request, obtain, and pay for uninsured medical forms (the “**Uninsured Medical Services**”), and request and obtain medical forms for insured services covered under the Ontario Health Insurance Plan (“**Insured Medical Services**”, together with Uninsured Medical Services, the “**Medical Services**”). The Product also enables Patients to store certain personal and personal health information including but not limited to, Patient data, health records, notes taken during consults and case reviews, e-mail communications and/or any interaction over video conferencing software (collectively

“Personal Health Information”), share their Personal Health Information with the

Healthcare Providers and Healthcare Staff, and other documents related to the Medical Services.

4. AMENDMENT

We may add to, discontinue or revise these Terms or any aspect, mode, design, or service provided under the Product pursuant to the privacy legislation and regulations under the *Consumer Protection Act*, 2002, S.O. 2002, c. 30 (the **“Act”**) which include but are not limited to the:

- a) scope of the features;
- b) timing of the features;
- c) software/hardware required for access to the Product; and
- d) geographic locations or jurisdictions in which certain features may be available.

We may amend the Terms without notice for non-material amendments. In the event of a material change, we will provide the User with thirty (30) days’ notice of a material change in the Terms and conditions (including changes in pricing) via e-mail to the email address supplied to us by the User, setting out:

- a) the new or amended agreement terms;
- b) how such terms read formerly;
- c) the date of the coming into force of the amendment;
- d) the means in which You can respond and the effects of not responding;
- e) the option to either terminate the agreement or retain the existing agreement unchanged; and
- f) the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any).

We highly recommend that Users read any amendments carefully. Unless explicit consent is required by the law, we have the right to assume that You have accepted the change to the terms and conditions, unless You notify us to the contrary, no later than thirty (30) days after the amendment comes into force, that You desire to cancel the contract or deregister

or unsubscribe from access to the Product.

We will post the most current Terms on the Website and your use of the Product will be subject to the most current Terms as posted on the Website at such time. It is your

responsibility to visit this page to find any updates that may have been made to the Terms. You hereby agree that the Company shall not be liable to You, your employee, or any other third party for any amendments to the Terms of Use.

5. PAYMENT TERMS

Rates for the Uninsured Medical Service. The Rates for the Uninsured Medical Services shall be set by the Healthcare Provider in accordance with the Ontario Medical Association Guidelines ("**Uninsured Medical Services Rates**"). Healthcare Provider may alter the Rates at their discretion.

Taxes on Uninsured Medical Services.

- a. In the event that Harmonized Sales Tax (or the like) ("**HST**") is applicable to the Uninsured Medical Services in accordance with laws applicable to Taxes ("**Tax Laws**"), and the Healthcare Provider has an HST account that has been disclosed on the Product ("**Healthcare Provider HST Account**"), HST will be collected by the Company ("**HST Collected for Uninsured Medical Services**") and added to the Uninsured Medical Services Rates.
- b. **Healthcare Provider Compliance with Tax Law.** The Healthcare Provider represents and warrants that it has complied with all registration, reporting, payment, collection and remittance requirements in respect of goods and service tax ("**GST**") and provincial sales tax or harmonized tax legislation, and any other Taxes related to the Medical Services provided to the Healthcare Provider's Patients. "**Taxes**" means all federal, provincial, territorial, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a governmental authority.
- c. **Healthcare Provider Responsibility for Tax Collection.** In the event that the Healthcare Provider does not disclose a Healthcare Provider HST Account, the Healthcare Provider is solely responsible for collecting any amounts required to be paid to a Taxation Authority ("**Taxation Authority**" means any domestic or foreign government, agency or authority that is entitled to impose Taxes or to administer any applicable tax legislation) for the provision of Medical Services to the Healthcare Provider's Patients (including, without limitation, the HST Collected for Uninsured Medical Services) ("**Responsibility for Tax Payments for Medical Services**").
- d. **Healthcare Provider Indemnification for Tax Payments for Medical Services.** The

Healthcare Provider shall indemnify the Company for all costs, claims, damages, Rates, expenses, penalties and liabilities (collectively, "**Medical Tax Claims**") associated with, or arising out of a breach of the Responsibility for Tax Payments for Medical Services.

Platform Rates.

The Company shall charge the Patient a platform Rate for Uninsured Medical Services provided to the Patient, plus any Taxes related to such platform Rates (collectively, "**Platform Rates**"). The Company shall charge the Healthcare Provider a platform Rate. The Platform Rates will be due upon delivery of an electronic invoice from the Company to the Patient, as applicable. The platform Rates will be due monthly to the Healthcare Provider as part of a monthly financial summary delivered to the Healthcare Provider.

If the Healthcare Provider waives the Uninsured Medical Services Rates cost of the Patient.

In the event that the Healthcare Provider waives the Uninsured Medical Services Rates payable by the Patient ("**Waived Uninsured Medical Service Rates**") to the Healthcare Provider, the Healthcare Provider shall still be responsible for paying the Platform Rates in accordance with Schedule A to the Company.

Patient Must Pay Platform Rates Prior to Receiving the Uninsured Medical Services. The Company shall not provide the medical forms associated with the Uninsured Medical Services to the Patient or the Healthcare Provider or the Healthcare Staff until the Platform Rates is paid in full by the Patient.

Payment Provider. You will be required to provide credit card information through third party payment methods.

Payment to a Healthcare Provider from a completed service. A Healthcare Provider will receive a monthly payment each month in an amount equal to the aggregate Uninsured Medical Service Rates for all Uninsured Medical Services provided to the Healthcare Provider's Patients in the preceding month, plus the aggregate HST Collected for Uninsured Medical Services in the preceding month, less the Platform Rates for all of the Uninsured Medical Service Rates in the preceding month **and the applicable Stripe Fees.**

Company not Liable for Payments Not Completed Due to Various Reasons. Company is not liable for any payments that are not completed because: (1) your credit card account does not contain sufficient funds to complete the transactions or the transactions would exceed the credit limit or overdraft protection of the credit card account; (2) You have not provided us with correct payment account information or correct HST information; (3) your credit card has expired; or (4) of circumstances beyond our control (such as but not limited to, power outages, interruptions of cellular service, overzealous fraud protection rules applied by your payment card brand or acquirer bank, or any other interface from an outside force). Any penalties incurred as a result of incomplete payments will be passed on to you.

The Company will not be responsible for any Taxes or duties owed by You.

6. TERMINATION

These Terms are effective on the date that You access the Product and will continue to apply until our relationship with You is terminated. Users may terminate their relationship with us by providing the Company with at least 30 days of written notice sent via email at support@docnote.com, or within the Product features.

We may terminate our relationship with You immediately at any time and for any reason including, but not limited to, a breach of these Terms under the following circumstances:

- a) if You have not adhered to any or all the provisions of the Terms or if it appears that You do not intend to or are unable to comply with the Terms, such determination to be made solely at our discretion;
- b) if we have changed our Terms or Privacy Policy and have not received your required consent, subject to the amendment provision in this Agreement;
- c) if we are required to terminate the relationship by law;
- d) if we receive any notice of your misuse of the Product; or
- e) if provision of the Product is no longer commercially viable for us.

Upon termination of our relationship, we will immediately revoke your license to use the Product and block all access to your account, and may delete all data and information associated with your account for the longest period allowed by law, after such termination. Upon termination of this relationship, You will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If you do not log into your account for 12 months, we may treat your account as “inactive” and permanently cancel your account upon delivery of written notice and delete your information for the longest period allowed by law, after such notice has been delivered.

7. USE OF THE PRODUCT

In order to use the Product features, a User must register using our registration page located within the Product.

Registration Information: You agree and understand that You are responsible for maintaining the confidentiality of your password, which, together with your name, email address, and other personal information (“**User ID**”), allows You to access the Product. The User ID and password, together with any other contact information You provide us at the time of signing up for the Product form your “**Registration Information**.” You agree that all Registration Information provided to us will be accurate and up-to-date. You agree to keep your password secure. We will not be liable if we are unable to retrieve or reset a lost

password. If You become aware of any unauthorized use of your password or account, You agree to notify us via email at privacy@docnote.com as soon as possible.

Amendment to Your Information: You agree and understand that material changes to your Registration Information or User Data (defined below) can be made by editing your profile via the Product.

Accounts: You may not open more than one account and you may not open an account if you are a competitor of the Company.

Permitted Uses: You agree to use the Product only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions. You agree to adhere to any applicable privacy of personal information laws and regulations, including as outlined in the privacy legislation.

Unauthorized Access: You agree to only access (or try to access) and use the Product through interfaces provided by us. You shall not access (or try to access) and use the Product through any automated means, including, but not limited to, scrapers, scripts, robots, or web crawlers. You agree not to use or attempt to use another User's account. You agree not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your personal information, or your affiliations with any person or entity.

Prohibited Uses: You may use our Website, services, and Product only for lawful purposes. You may not use our Website, services, or Product in any manner that:

- a) breaches any applicable local, national or international law or regulation;
- b) may in any way be considered harassment to another person or entity including impersonating another user;
- c) may in any way be unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- d) may in any way damage, disable, overburden, and/or impair the Product server, or any network connected to the Product server, and/or interfere with any other party's use or enjoyment of the Product;
- e) is in any way abusive, defamatory, misleading, fraudulent, pornographic or otherwise explicit in nature or written in bad faith;
- f) harms or attempts to harm minors in any way;

g) will reproduce, duplicate, copy, sell, resell or exploit any portion of the Product; or

h) will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any Product customers, employees, members, or officers;

and any of the foregoing will result in immediate account termination.

You represent and warrant that You will not use the Product to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any

other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of the Website, in any manner.

Moderation: You understand and agree that although the Company is not required to moderate your use of the Product, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others.

User Responsibility: You agree that You are solely responsible for any breach of your obligations under the Terms and for the consequences of any such breach. We have no responsibility to you or to any third party for such breaches or the consequences of such breaches (including losses or damage that we may incur).

You understand that when using the Product, You may come across material that You find objectionable, offensive or indecent and agree that You are using the Product at your own risk.

Technical Requirements: Use of the Product requires internet access through your computer or mobile device. You may be required to have certain product dependencies enabled to use the Product, and some features of the Product may not be accessible with such technologies disabled.

8. PRIVACY

Your privacy is very important to us. Please review our Privacy Policy. Our Privacy Policy applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and business financial information collected for the purposes of the features offered through the Product.

9. THIRD PARTY LINKS

The Product may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty or guarantee by us of any such linked Website or the company it purports to represent. We do not assume any responsibility or liability for their availability, accuracy, the related content, products or services. You are solely responsible for use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding contract with any such website, You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of your actions or the actions of any user associated with your account, offering to accept or having accepted any products or services that are available from those sites.

10. INTELLECTUAL PROPERTY AND RIGHTS

Rights to content provided by us: You acknowledge and understand that subject to applicable privacy laws, we own all right, title and interest in: (a) the Product and any associated data files; and (b) all computer software; advertisements; sponsored content; and intellectual property associated with the Product (all such information, individually and collectively, being the “**Product Content**”), which You may have access to when using the Product.

Except as set forth in the Agreement, all rights not expressly granted to You are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying the Product. You may not modify, rent, lease, loan, sell, distribute or create any derivative products or services (or parts of services products or services) based on the Product Content that You do not own or to which You have rights, or to create derivative works based on the Product. You may not infringe upon our intellectual property or adapt, reproduce, publish or distribute copies of any information or material found on the Product in any form (including by e-mail or other electronic means), without our prior written consent.

You are not required to provide the Company with any comments, suggestions, recommendations, requests, forms, or any other Ratesdback (“**Ratesdback**”). In the event that you do provide the Company with Ratesdback, the Company may use such Ratesdback to improve the Product or for any other purpose. Furthermore, the Company shall own such Ratesdback and the Company and its affiliates, licensees, clients, partners, third-party providers and other authorized entitled may use, license, distribute, reproduce and commercialize the Ratesdback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Ratesdback to the Company.

Limited license: We grant You a non-exclusive, non-transferable, revocable, limited license to use the Product in accordance with these Terms. This limited license is subject to full

payment of the Platform Rates, when due. This license may be revoked upon breach of these Terms by You and shall automatically be revoked upon termination or expiration of this Agreement.

The Company may, now or in the future, own rights to trade-marks, trade names, services marks, logos, domain names and other distinctive brand features which we use in connection with the operation of the Product (each such feature being a “**Brand Right**” and collectively being the “**Brand Rights**”). We do not grant you any right or license to use any Brand Right other than as expressly set out in these Terms and in other licenses between You and us.

Rights to content provided by you: The Company does not retain any right, title and interest to the information provided, inputted or uploaded to the Product (“**User Data**”). The Patient

understand and agree that the ownership of User Data shall be decided amongst the Patient and the Healthcare Provider, if applicable, and that your User Data may be available to the Patient through the Healthcare Provider even after the termination of the Patient’s account with the Product. You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all claims, damages, judgments, liability, costs and expenses (including without limitation any reasonable legal Rates), in whole or in part arising out of or attributable to the ownership of User Data.

You also understand that in order for us to operate the Product, User Data may be transmitted by You or us over various public networks and in various media in compliance with our security protocols and we may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and your rights in User Data are enforced; we have no responsibility to protect or enforce your rights on your behalf with respect to User Data.

You understand and agree that subject to applicable law, your User Data may be permanently deleted at any time for any reason and You will no longer have access to such User Data.

Aggregate and Anonymized Data. Nothing in the Agreement will restrict Company’s use, disclosure, reproduction, sale or publicity of any data that is aggregated with other anonymized data of a similar nature from other clients of Company in a manner that makes it unidentifiable as personal information or data relating to You.

11. DISCLAIMERS

As a term and condition of accessing the Product, **THE USER ACKNOWLEDGES AND AGREES TO THE FOLLOWING:**

- 1. Health Care Providers are Independent Contractors.** Healthcare Providers and Healthcare Staff are independent contractors who have chosen to use the Product to provide

Medical Services to Patients. Healthcare Providers and Healthcare Staff are not employees or otherwise acting on behalf of the Company in providing the Medical Services. The relationship between the Patient and a Healthcare Provider providing the Medical Services is a health professional-patient relationship to which the Company is not a party;

2. COMPANY IS SOLELY THE FACILITATOR BETWEEN A HEALTH CARE PROVIDER AND THE PATIENT. THE COMPANY IS NOT PROVIDING ANY MEDICAL ADVICE OF ANY KIND. THE USER'S USE OF THE PRODUCT IS AT THE USER'S OWN RISK. THE COMPANY'S ROLE IS LIMITED TO MAKING AVAILABLE THE PRODUCT AND THE COMPANY IS NOT A HEALTH CARE PROVIDER AND ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE. THE COMPANY IS NOT A PARTY TO ANY PHYSICIAN-PATIENT RELATIONSHIP THAT MAY BE ESTABLISHED THROUGH THE PRODUCT. THE COMPANY IS NOT LIABLE FOR ANY MEDICAL SERVICES PROVIDED TO THE PATIENT, WHICH ARE PROVIDED BY THE HEALTHCARE PROVIDER OR

HEALTHCARE STAFF. NONE OF THE CONTENT ON THE PRODUCT IS MEDICAL ADVICE OR AN ENDORSEMENT, REPRESENTATION OR WARRANTY REGARDING THE SAFETY, APPROPRIATENESS OR EFFECTIVENESS OF ANY PARTICULAR TREATMENT, MEDICATION OR SERVICE FOR ANY USER;

3. HEALTH CARE PROVIDERS ARE RESPONSIBLE FOR THE SERVICES. HEALTHCARE PROVIDERS ARE SOLELY RESPONSIBLE FOR THE HEALTHCARE STAFF AND THE MEDICAL SERVICES THAT THEY EACH PROVIDE TO THE PATIENT, INCLUDING COMPLIANCE WITH STANDARDS OF CARE, RECORD-KEEPING AND OTHER PROFESSIONAL OBLIGATIONS AND COMPLIANCE WITH PRIVACY LAW. SINCE THE INFORMATION REGARDING HEALTH, MEDICATIONS OR ANY MEDICAL ADVICE ARE PROVIDED BY THIRD PARTIES, THE COMPANY DOES NOT REPRESENT, WARRANT OR ACCEPT ANY LIABILITY WITH RESPECT TO ANY AND ALL CONTENT, ADVICE, NOTIFICATIONS OR OTHER INFORMATION RECEIVED THROUGH THE USE OF THE PRODUCT;

4. Services rules may differ depending on the User's location. As the rules regarding telehealth differ (or may differ from time to time), among the provinces and territories, the Medical Services that are available to the Patient will depend on its province or territory of residence and the location that the Patient is in at the time the Patient requests the Medical Services;

5. You must not request Services for a Third Party. The Patient will only request Medical Services for itself or for another User;

6. No Results Guaranteed; Health Care Providers may discontinue Services at any time. As with any other healthcare consultation, no results can be guaranteed or assured in connection with the Medical Services. The Healthcare Provider may determine Medical Services are not appropriate for some or all of the Patient's treatment needs or that he or she is not permitted to provide the services that the Patient requires and may elect not to

provide Medical Services to the Patient. Healthcare Providers also have the discretion to discontinue the provision of Medical Services to the Patient at any time and for any reason;

7. Must provide required Information. The Patient is responsible for providing the Healthcare Provider with the information that he or she advises is required in order to provide the Patient with the Medical Services. If the Patient declines to provide that information, the Healthcare Provider may not be able or willing to provide the Patient with the Medical Services;

8. PRODUCT MUST NOT BE USED FOR EMERGENCIES. THE PRODUCT AND ANY CONTENT ON THE PRODUCT CANNOT BE USED FOR EMERGENCY HEALTHCARE. IF THE PATIENT BELIEVES THAT HE OR SHE IS DEALING WITH AN EMERGENCY, THE PATIENT MUST CALL 911 IMMEDIATELY AND/OR ATTEND THE PATIENT'S NEAREST EMERGENCY ROOM;

The Product provided as-is: The Product is provided "as-is" without warranties of any kind, either expressed or implied. You acknowledge, agree and understand that You use the Product at your own risk. We will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Product. To the maximum extent permitted by law, we are not liable for damages, direct or consequential, resulting from your use of the Product, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third party's rights to the extent that such violation arises from your use of the Product because the Product is not error or bug free, you agree that you will use it carefully and avoid using it in ways which might result in any loss of your or any third party's property or information.

The User agrees that content that it makes available via the Product may be removed or altered by the Company, subject to applicable provisions of this Agreement and any legislation including, without limitation, privacy legislation.

Relationship between Users: Patient and Healthcare Provider. The User acknowledges and agrees that the Company does not, and will not be deemed to direct, control, or oversee either Users, the Healthcare Provider's work environment, training provided to a Healthcare Provider, or the Healthcare Provider's performance or the Healthcare Staff. In the event that an issue arises between the Users, the Users' sole remedy through the Company shall be termination of the applicable service.

Downtime: The Product may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications

between You and the Product.

Healthcare Provider Selection. The Company makes no representation or warranty as to the accuracy of the information provided by the contractor, or about any of the contractor's skills, experience, background, suitability, or education (including, any licenses).

Workplace Environment and Training for Healthcare Provider. The Healthcare Provider acknowledges and agrees that the Company is in no way responsible for the workplace environment or supervision of the Healthcare Provider during a Service made through the Product. The Healthcare Provider shall:

- a) **Responsible for Healthcare Staff.** Be solely responsible and liable for the Healthcare Provider's Healthcare Staff (including, without limitation, for such Healthcare Staff's breach of this Agreement);
- b) **Responsible for Verifying Identity of Patients; and Complying with Applicable Laws.** Be responsible for validating and verifying the identity of its Patients (including, without limitation, of any Unregistered Patient of Healthcare Provider) including, without limitation, any "know your client" laws, or any other laws applicable to a Healthcare Provider providing Medical Services to such Patients, and all other laws applicable to the services under this Agreement;
- c) **Responsible for Access to Healthcare Staff Accounts.** Accept all responsibility for controlling the access, suspension, and termination of its Healthcare Staff's accounts (including, without limitation, terminating access immediately after such Healthcare Staff leaves or is terminated from its employment or contractual relationship with the Healthcare Provider);
- d) **Responsible for Control of Activities.** Accept all responsibility for all direction, control and supervision of the Healthcare Provider's Healthcare Staff under this Agreement, and for the implementation and enforcement of any and all applicable workplace laws, standards, rules, regulations, including any procedures that may exist to prevent any misappropriation whatsoever of any Company property, including (without limitation) any intellectual property or confidential information that the Healthcare Provider may have access to during the provision of any services;
- e) **Safeguard Premises.** Properly supervise, control, and safeguard its premises, processes, or systems;
- f) **Provide Safe Work Site; Training; Equipment.** Provide employees or contractors of the Healthcare Provider with a safe work site and provide all appropriate information, training, and safety equipment, at the Healthcare Provider's cost, with respect to any hazardous substances or conditions to which they may be exposed at the work site. The Healthcare Provider acknowledges and agrees to provide any required training to an employee or a contractor, and agrees to submit to the

Company, at the Company's request, evidence that training was provided to the employee or the contractor that is appropriate for the employee or the contractor to deliver the services to the highest standard; and

g) **Cooperate with Company.** Cooperate with the Company's reasonable requests for information and direction, and on a timely basis will provide the Company with all materials reasonably required for the Company to perform its obligations under this Agreement ("**User Materials**"). The accomplishment of specific tasks and/or objectives is dependent upon the availability and accuracy of Healthcare Provider provided resources and information. Such information includes detailed, precise, and clear specifications relating to any services provided hereunder. Failure to make such resources available to the Company may affect the timeliness and effectiveness of the activities to be performed by the Company. The Company is not responsible for the accuracy and content of the User Materials used in the performance of the Terms.

No endorsement as to accuracy: We accept no responsibility for the accuracy of any User Data provided by or created or uploaded using the Product except as otherwise set out in these Terms. The provision or storage of User Data through the Product does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such User Data. You are responsible for ensuring that the information you have entered into our system is accurate, reliable and complete.

Monitoring: We do not accept any liability for monitoring the Website or for unauthorized or unlawful content on the Website or use of the Website by users.

No warranty as to non-infringement: Except in the manner provided for in these Terms, we disclaim, and expressly do not provide any direct or indirect, express or implied representation or warranty as to title and non-infringement of intellectual property in relation to the Product.

Damage to hardware: Any material downloaded or otherwise obtained through the use of our services and products is done at your own discretion and risk, and You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

Content provided to companies: If You are an individual providing User Data that is to be directed to your organization's account, You agree and acknowledge that we accept no responsibility and are not liable for any damages that may arise by the organization's use of that User Data. You further agree and acknowledge that we are not liable for any damages that may arise if the User Data is misdirected to the wrong organization due to any reason, including error on your part or a flaw in the Product.

12. DATA RETENTION

The Product may store your data as long as your account is current and active and for seven years, or the longest period allowed by law, after our relationship with You has been terminated.

On a regular basis we create a backup of all data in our system, which is retained for twelve months, or the longest period allowed by law, after which it will be removed permanently from all our systems. This backup is for use by the Company only in the case of disaster recovery or to maintain business operations in the case of an emergency. The Company will not restore data unless it determines, in its sole discretion, that a data recovery is necessary.

13. REFUND POLICY

The Healthcare Provider may provide refunds to the User.

14. LIMITATION OF LIABILITY

You hereby agree to release, remise and forever discharge us and our directors, employees, officers, and our affiliates, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, losses, costs, claims, complaints, demands, debts, damages, causes of action, proceedings, liabilities, obligations, legal Rates, costs and disbursements of any nature whatsoever, and for any special, indirect or consequential, incidental or exemplary damages (collectively, a “**Claim**”), whether in contract or tort, whether known or unknown, which now or hereafter arise from, to the maximum extent allowed by law, that relate to, or are connected with:

- a) any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses;
- b) your provision of any personal information provided to us subject to our legal requirements relating to the protection of personal information;
- c) communications received to you through your access to the Product;
- d) the posting of information on the Product, Website, blog, account or any affiliated social media, including but not limited to, User Data, written reviews, pictures, or personal information;
- e) the use of the Product and any related applications including third party services;
- f) the use of any software related to the Product;
- g) viruses, spyware, service provider failures or internet access interruptions;

h) loss of use, loss of data, inaccuracy of data, payment failure, payment defect, inaccurate calculations, downtime, identity theft, fraud or unauthorized access;

i) any content relating to the use of the Product;

j) **Healthcare Provider engagements:** The information provided to or from a Patient.

The Company does not support, endorse or certify whatsoever any information provided during any Healthcare Provider-Patient engagement. The Company shall not be liable whatsoever for any damages that may arise resulting from any and all Healthcare Provider-Patient engagements;

k) **health content:** any services (including, without limitation, Medical Services) provided by any User who has provided any content for the Product or in any Company social media properties;

l) **actions of health professionals:** the activities or actions, legal or otherwise, of any Healthcare Provider, or merchant who has provided any content or advertising for the Product or in any the Company's social media properties;

m) **complaints of health professionals:** all complaints/disputes relating to the quality of Healthcare Providers;

n) **claims or disputes made by User:** inquiries/claims/disputes regarding payment processing, payments or refunds made via User accounts through the Product; and

even if you have been advised of the possibility of such Claim, or such Claim was reasonably foreseeable and notwithstanding the sufficiency or insufficiency of any remedy provided for herein or in any license.

In the event that we become liable for any damages whatsoever, you agree that such damages shall be limited in the aggregate to the amount of Rates or charges which You have paid for the Product in the previous invoice.

Disputes with other Users. You are solely responsible for your interaction with other Users. The Company has no obligation to become involved in disputes between Users. If you have a dispute with one or more other Users, you release the Company (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

15. INDEMNIFICATION

To the extent permitted by applicable laws, You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all damages, judgments, liability, costs and expenses (including without limitation any reasonable legal Rates), in whole or in part arising out of or attributable to: (a) generally, your breach of these Terms; your access to

and/or use of the Product; and any loss of, or damage to, any property, or injury to, or death of, any person (including you) caused by your access to and/or use of the Product; and (b) specifically, your breach of the intellectual property rights of any third party to these Terms; and (c) only if you are a Healthcare Provider, your Healthcare Staff providing any services to a Patient; and (d) only if you are a Healthcare Provider or Healthcare Staff, your non compliance with any law applicable to the provision of Medical Services; and (e) only if you are a Healthcare Provider, your Healthcare Staff's breach of this Agreement.

You agree that You will be solely responsible for all activities that occur under your account, whether You are aware of them or not. You agree to hold us harmless and release us from any loss or liability whatsoever that You may incur as a result of someone other than You using your password or account, either with or without your knowledge. You agree to indemnify us for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not You were directly or personally responsible.

16. GOVERNING LAW AND FORUM OF DISPUTES

By visiting the Website or using the Product, You agree that the laws of the province of Ontario, without regard to the principles of conflict of laws, will govern these Terms and any

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dispute of any sort that may arise between You and us. With respect to any disputes or claims, You agree not to commence or prosecute any action in connection therewith other than in the province of Ontario, and You hereby consent to, and waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to venue and jurisdiction in the provincial courts of Ontario. You agree to pay reasonable attorneys' Rates and court costs incurred by us to collect any unpaid amounts owed by You.

17. Expenses: Each party shall be responsible for its own legal Rates and other expenses incurred in connection with the performance of any of its obligations hereunder.

18. FORCE MAJEURE

You agree that we are not liable for a delay or failure in performance of the Product or the provisions of these Terms caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions.

19. SEVERABILITY

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms.

20. HEADINGS

The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.

21. ASSIGNMENT OF AGREEMENT

You may not, without our prior written consent, assign the Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Agreement and will be void. We may assign this Agreement to a third party at any time in our sole discretion. The Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

22. WAIVER

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms or which we have the benefit of under any applicable law, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Waivers must be in written form and signed by an authorized representative of the Company.

23. SURVIVAL

All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of our relationship.

24. ENTIRE AGREEMENT

These Terms will constitute the entire agreement between us and You with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby. In the event of a conflict between these Terms and the Privacy Policy, the terms and conditions found herein shall prevail.

25. CONTACT

By providing us with your e-mail address, You agree to receive all required notices electronically, to that e-mail address or by mobile notifications via the Product. It is your responsibility to update or change that address, as appropriate.

If You have any questions or comments regarding these Terms please contact our head office by email support@docnote.com.