

Terms & Conditions

VIRTUAL CARE PLATFORM TERMS OF USE AGREEMENT

Legal Agreement

This Terms of Use Agreement (“Agreement”) is a legal agreement between you and **INSIG CORPORATION** and its distributors (collectively, “**Owner**”), which is the owner and operator of: (1) the Owner’s website located at www.insighealth.com (the “**Website**”); (2) the “Insig” mobile phone application (the “**App**”); and (3) the Insig Virtual Care Platform, including through the App, providing various services from time to time, as described on the Website, and (4) all other services provided by the Owner, as described on the Website (collectively, the “**Platform**”). These Terms of Use form a legally binding agreement between Owner and you. The term “you” refers to the person or entity visiting the Platform, browsing or otherwise using the Platform, or receiving any services through the Platform. A copy of these Terms of Use may be downloaded, saved and printed for your reference.

BY ACCESSING AND USING THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE

TERMS OF USE, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

DO NOT USE THE PLATFORM FOR MEDICAL EMERGENCIES. If you have a medical emergency, *call 911 immediately or attend the emergency room of the nearest hospital or health centre.* Under no circumstances should you attempt self-treatment based on any content of the Platform.

1. Agreement

This Agreement sets out the terms and conditions under which you may access and use the Platform. Owner may revise this Agreement at any time without notice. Use of the Platform after such changes are posted will indicate your acceptance of the revised terms.

2. Health Services

The use of the Platform, as permitted by the Owner and these Terms of Use, enables you to obtain on-demand access to health care professionals (“**HCPs**”) and personal health assistants (“**PHAs**”) by secure text and video for telemedicine and telehealth consultations, and to receive related healthcare and administrative support services via telemedicine and telehealth (“**Health Services**” and “**Support Services**”, respectively). ALL HCPs ARE INDEPENDENT OF THE OWNER AND ARE SOLELY RESPONSIBLE FOR THE PROVISION OF HEALTH SERVICES TO YOU. ALL PHAs INDEPENDENT OF THE

OWNER AND ONLY PROVIDE SUPPORT SERVICES THAT DO NOT FALL WITHIN THE SCOPE OF PRACTICE OF ANY REGULATED HEALTH PROFESSION. OWNER IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR ANY OTHER REGULATED HEALTH PROFESSION. NEITHER OWNER NOR ANY OTHER PARTY ASSOCIATED WITH THE OWNER (EXCEPT FOR HCPS) IS LIABLE FOR ANY HEALTH SERVICES PROVIDED TO YOU BY HCPS. NONE OF THE CONTENT OF THE PLATFORM IS MEDICAL ADVICE OR AN ENDORSEMENT, REPRESENTATION OR WARRANTY REGARDING THE SAFETY, APPROPRIATENESS OR EFFECTIVENESS OF ANY PARTICULAR TREATMENT OR MEDICATION FOR YOU.

The Platform enables HCP to receive your personal information (“**PI**”) and personal health information (“**PHI**”) through the Platform and to provide medical consultations and Health Services to you. Your use of the Platform neither establishes nor governs your relationship with HCP. The Health Services provided to you by HCP form bilateral contractual relationship between you and HCP and the Owner is not a party to this agreement.

To access and use the Platform, you must be 18 years of age or older.

3. Use of the Platform

AS A CONDITION OF YOUR USE OF THE PLATFORM, YOU WARRANT THAT: (1) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (2) YOU POSSESS THE LEGAL AUTHORITY TO CREATE A BINDING LEGAL OBLIGATION; (3) YOU WILL USE THE PLATFORM IN ACCORDANCE WITH THESE TERMS OF USE; (4) ALL INFORMATION SUPPLIED BY YOU ON THE PLATFORM IS TRUE, ACCURATE, CURRENT AND COMPLETE. AND (5) IF YOU ARE ACCESSING OR USING THE PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

The Platform is provided solely to: (1) on behalf of the HCP of your choice to obtain your consent to the Health Services and Support services and to collection and use of your PI and your PHI; (2) assist you in providing your PI and PHI to the HCPs of your choice; (3) collect and store your PI and PHI for the use by you and HCPs of your choice and based on your express consent; (4) to assist you in gathering information about the various services offered by the Owner through the Platform; (5) if and as permitted by the Owner and these Terms of Use, enable you to use the Platform and receive any services offered to you through the Platform; (6) if applicable, facilitate any payments from you to the Owner in respect of your use of

the Platform or the receipt of any services through the Platform; and (7) if and as permitted by the Owner and these Terms of Use, provide feedback and otherwise communicate with the Owner in connection with any of the foregoing ((1) through (7) collectively. The Platform also enables you to: store Information (including your PHI created or compiled in the course of providing Healthcare Services) and to share it with HCPs and PHAs; and receive and store prescriptions and sick notes, among other documents, from HCPs and PHAs electronically. The Platform offers optional services that Owner will perform on your behalf, at your direction, including the ability to: fax securely a summary report about your Healthcare Services to a physician of your choice; fax securely your prescription to your chosen pharmacy and receive notice when it is ready for pick-up; open an account for you with a prescription delivery service; and, where available, securely transmit your information to the prescription delivery service “**Platform Services**”).

Owner retains the right, at its sole discretion, to deny access to anyone to the Platform or the services it offers, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You will cease and desist from any such access or use immediately upon request by Owner.

- **Discontinuance**

Your use of the Platform is voluntary. If you decide not to use the Platform, this will not affect the care that you receive from your HCP. You are free to discontinue your use of the Platform at any time.

5. User Account

You may be required to successfully sign up for a user account (the “**User Account**“) using the available interfaces at the Platform and be issued with a username and password login credentials by Owner (“**User ID**“) in order to use the Platform and receive any Platform Services. If you are issued with a User ID, you will keep your User ID secure and will not share your User ID with anyone else, and you will not collect or harvest any personal data of any other user of the Platform, including account names or login credentials. Owner reserves the right to disable any User Account issued to you at any time in Owner’s sole discretion. If Owner disables access to a User Account issued to you, you may be prevented from accessing the Platform, any content, your account details or any User content.

The Health Services and Support Services are also available for use by children at the discretion of the HCP or PHA, but the user itself, the holder of User Account and User ID, for all patients under the age of 18 must be the patient’s parent or legal guardian. If you register as the

parent or legal guardian on behalf of a minor, you are fully responsible for complying with these Terms of Use.

Neither the Health Services provided by HCPs nor the Support Services provided by PHAs are intended to replace the services of a pediatrician. The terms of use set out in these Terms of Use under “Consent to Treatment and Collection, Use and Disclosure of PHI” apply to children who receive Health Services or Support Services with necessary changes to points of detail. Children may only use the Platform in the presence of their parent or legal guardian.

- **Copyright**

The Platform is copyrighted and is owned by Owner, its licensors, distributors or the provider of the Platform, as the case may be. Except as granted in the limited licences herein, any use, modification, transmission, distribution, republication, or other exploitation of the Platform, whether in whole or in part, is prohibited without Owner’s express prior written consent.

7. Limited Licence

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable, and non-exclusive license to access, view, and use the Platform for your personal, non-commercial use. Access to the Platform for any other purpose is prohibited. You must also abide by any additional requirements governing the use of any special content that may be set out in the Platform. In

the event of a conflict between the terms of a licence governing particular content and this Agreement, the terms of the specific licence will govern.

8. Software Licence

(a) All software embedded in or located on or at the Platform, including, without limitation, all computer codes of all types and all files and/or images contained in or generated by such software (collectively, “Software”) is protected by copyright and may be protected by other rights. All Software is owned by Owner, its licensors, or the party accredited with ownership of the Software. You are hereby granted the right to access and use the Software embedded and integrated into the Platform, subject to

- (i) the terms and conditions of this Agreement; and
- (ii) any additional conditions which may be imposed on your access and use of the Software.

(b) If the Platform provides Software for download, unless otherwise specified, you are hereby granted, subject to the terms of this Agreement and to any other specific terms and conditions that may apply to your downloading and use of such software, a personal, non-transferable, non-exclusive license to:

- (i) install and run one copy of the Software in object code format on a non-networked computer for your personal, non-commercial use; and
- (ii) reproduce the Software only as reasonably

required to install, run, and make reasonable backup copies to the extent permitted by law.

(c) Except to the extent expressly permitted in this Agreement, you may not:

- (i) use, reproduce, modify, adapt, translate, upload, download, or transmit the Software in whole or in part;
- (ii) sell, rent, lease, license, transfer, or otherwise provide access to the Software;
- (iii) alter, remove, or cover any trade-marks or proprietary notices, including from the Software; and/or
- (iv) decompile, disassemble, decrypt, extract, or reverse engineer the Software or assist others in doing so.

(d) Other than the limited licence granted herein, nothing contained in the Platform shall be construed as granting you any right, title, interest, or other licence in or to any Software embedded or integrated into the Platform or made available for download from the Platform, including, but not limited to, any intellectual property rights in the Software.

(e) ALL SOFTWARE EMBEDDED OR INTEGRATED INTO THE PLATFORM IS PROVIDED “AS IS”, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, ANY WARRANTY THAT THE SOFTWARE: (I) IS OF MERCHANTABLE QUALITY AND/OR IS FIT FOR ANY PARTICULAR PURPOSE; (II) WILL CONFORM WITH ANY SPECIFICATIONS RELATING TO THE SOFTWARE;

(III) WILL BE FREE FROM MATERIAL DEFECTS; (IV) CONTAINS NO COMPUTER VIRUSES OR OTHER CONTAMINANTS; OR (V) SHALL PROCESS DATE AND TIME-RELATED DATA WITHOUT CAUSING ANY PROCESSING INTERRUPTIONS, ABNORMAL TERMINATION OR PROCESS OR MANIPULATE ANY TIME-RELATED DATA.

9. Submissions to the Platform

(a) Content

The Platform may allow you to post messages and content, to interact with HCPs, qualified health care providers, and other users, as well as to upload files, documents, or other materials (collectively, “**Submission(s)**”). Owner does not control the content of any Submission and has no obligation to monitor any Submission. While Owner may attempt to delete insulting, offensive or inaccurate Submissions of which it is notified, it cannot prevent them and is not responsible for any damage such Submissions may cause. However, Owner reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to edit, refuse to upload or to remove any Submission, in whole or in part, that, in Owner’s sole discretion, are objectionable, inaccurate, misleading, or in violation of this Agreement. Owner will fully cooperate with any legal obligation to disclose the identity of anyone making a threatening, libelous,

obscene, pornographic, profane or otherwise offensive or illegal Submission. You acknowledge that you alone are responsible for the content of your Submissions and the consequences thereof.

(b) Rules of Conduct

It is a condition of your use of the Platform that, when you make a Submission through the Platform, you do not do any of the following:

- (i) Restrict or hinder another user from using and enjoying the Platform, interfere or attempt to interfere with the proper workings of the Platform, or do anything which, in the sole discretion of Owner, imposes an unreasonable or disproportionately large burden on the Platform infrastructure;
- (ii) Post or transmit any unlawful, abusive, defamatory, or obscene information of any kind, including, without limitation, any Submission comprising of or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, federal, or international law or regulation;
- (iii) Post or transmit any Submission, including, without limitation, articles, images, stories, software, or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trade-mark, or other proprietary rights herein or derivative works with respect thereto, without

first obtaining permission from the owner or rights holder;

(iv) Post or transmit any Submission which contains a virus or other harmful component;

(v) Post or transmit “junk mail”, “chain letters”, unsolicited mass mailing or “spam”; and

(vi) “Mine” or otherwise use the Platform for commercial purposes, including, without limitation, posting, or transmitting any Submission which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising, or pyramid schemes.

(c) Non-Confidential Communications

Subject to any applicable law, any communications (such communications specifically exclude those containing your PI and your PHI, sent by or to you through the Platform or otherwise to HCP’s), with Owner are on a non-confidential basis and Owner is under no obligation to refrain from reproducing, publishing, or otherwise using them in any way or for any purpose. Owner shall be free to use the content of any such communication, including, without limitation, any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including, without limitation, developing, manufacturing and/or marketing goods and services. You agree not to assert any ownership right of any kind in such communications (including, without limitation, copyright, trade-mark, patent, unfair competition, moral rights, or implied contract) and you hereby waive the right to receive any financial or other

consideration in connection with such communication including, without limitation, acknowledgement that you are the source of such communications.

(d) Grant of Licence

By making a Submission to the Platform, other than your PI and your PHI, you grant the Owner a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to:

- (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submissions for any purpose, and
- (ii) sublicense to third parties the unrestricted right to exercise any other of the foregoing rights.

In addition, you hereby:

- (i) waive all moral rights in your Submissions in favour of the Owner;
- (ii) consent to your name, address and email appearing as the contributor of your Submission, where applicable, and to the disclosure and display of such information and any other information which appears in or is associated with your Submission;
- (iii) acknowledge and agree that Owner is not responsible for any loss, damage, or corruption that may occur to your Submission; and

(iv) acknowledge and agree that your Submission will be non-confidential.

10.Tools

All tools, calculators, or questionnaires (“**Tool(s)**”) made available on the Platform are provided for general and illustrative purposes only. Tools do not constitute medical advice and are not intended to be a substitute thereof. You should not act or refrain from acting based on any information provided by any such Tool.

11. Consent to Treatment and Collection, Use and Disclosure of Personal Information and Personal Health Information

Telemedicine is both the practice of medicine and a way to provide or assist in the provision of patient care at a distance using information and communication technologies (“**Telemedicine**“). HCPs and PHAs may ask you questions about your personal health history, present condition or symptoms, and any course of treatment or medication that has been prescribed to you. HCPs may also conduct a visual examination of you via Telemedicine and may ask you to conduct certain self-assessments such as taking your temperature or blood pressure. PHAs do not provide any Health Services and only provide Support Services that are informational in nature. HCPs and PHAs may collect Information about you when you provide it during a Health Services consultation (e.g., verbally or in texts), by viewing the information that you

have entered or uploaded to the Platform, including but not limited to your Submissions, and/or by creating or compiling information in the Platform. Information that will be available to HCPs and PHAs includes: the details that you provide in your consultation request; information you've entered or uploaded to profiles and medical records; information created during earlier interactions through the Platform with other HCPs or PHAs; the name, email address, phone number, gender and date of birth and province/territory that you provided when you registered; and your emergency contact's name and contact information. HCPs and PHAs use information to provide you with Health Services and/or Support Services and, as with any healthcare provider, must comply with the privacy legislation and medical record-keeping obligations to which they are subject. HCPs and PHAs may create information such as prescriptions, sick notes and other notes about your interaction with them via the Platform. They may export or print copies of your PI or your PHI that they collect. HCPs and PHAs may, but are not required to email or text your emergency contact if they believe that you are dealing with a medical emergency during a consultation. You are responsible for advising your emergency contact that you are providing their name and contact information to HCPs and PHAs, and for obtaining any necessary consent from them for the provision and use of their information in connection with the Platform. You may withdraw your consent to receive Health

Services or Support Services at any time by ending your Telemedicine consultation with the HCP or PHA.

Neither the Health Services provided by HCPs nor the Support Services provided by PHAs are intended to replace your primary care relationship with your family HCP or other primary care health professional. You should continue to consult your family HCP or other primary care health professional regularly or as needed or recommended by them. HCPs may also refer you to other consultants or specialists for in-person consultations, and can report to you on the results of those consultations. HCPs may also prescribe medication to you and can direct prescriptions to the pharmacy or other dispensing location of your choosing. HCPs and PHAs may also be available to you to follow-up on the results of any treatment, including any reactions to medication, side effects or other adverse events. HCPs may send reports regarding the care provided to you to your family physician or other primary care health professional after consultations with you.

You are encouraged to ask questions of the HCPs or PHAs regarding any course of treatment or medication that is prescribed or recommended to you. If you are not satisfied with the explanation or information provided by the HCP or PHA regarding any course of treatment or medication that is prescribed or recommended for you, you should not follow it or you should seek a second opinion from any other physician. You have the right to

refuse or withdraw consent to treatment or medication at any time. In addition to the material risks and side effects that may be associated with a course of treatment or medication that is prescribed or recommended for you, there are potential material risks that are specifically associated with Telemedicine and which may adversely impact the ability of the HCP to provide Health Services or the PHA to provide Support Services, including but not limited to (a) poor quality audio-video connections due to remote locations or other network limitations that may limit the ability of the HCP to conduct an appropriate assessment of you or otherwise obtain sufficient PHI (“PHI”) from you to support a diagnosis or prescription, (b) delays in evaluation or treatment resulting from similar technology failures, (c) lack of access to your personal health records maintained outside the Platform (i.e., by your family HCP or other primary care health professional), which may result in adverse drug interactions, allergic reactions, or other judgment errors (you should always advise the HCP and any dispensing pharmacists of all medications you are taking and any allergies you may have), and (d) unauthorized collection, use or disclosure of your PHI due to a security protocol breach or failure.

Only the HCPs and PSAs will have access to your PI and PHI and neither Owner nor any other party associated with Owner will disclose your PI and PHI to any third party except as may be required by law. Your PI and PHI will be

securely and digitally stored on servers physically located in Canada. Although Owner uses advanced encryption technology and other security protocols to protect your PI and PHI and the privacy of your Telemedicine consultations with HCPs and PHAs, you acknowledge by using the Platform that there are inherent risks to any technology however remote that could cause security protocols to fail or be breached, which could result in the unauthorized collection, use or disclosure of your PI and/or PHI. Owner will notify you to the extent required by law of any security protocol failure or breach that has resulted in in the unauthorized collection, use or disclosure of your PI and/or PHI. For further information regarding Owner's privacy policy, please see the section below entitled "**Privacy Policy**" and the embedded link to Owner's Privacy Policy.

YOU HEREBY CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE INFORMATION IN THIS SECTION 11. AFTER READING THIS SECTION 11, YOU AGREE THAT BY ACCESSING AND USING THE PLATFORM TO ENABLE YOU TO RECEIVE HEALTH SERVICES OR SUPPORT SERVICES VIA TELEMEDICINE, YOU EXPRESSLY CONSENT TO BE TREATED BY HCPs AND CONSULTED BY PHAs. BY CONSENTING TO RECEIVE HEALTH SERVICES OR SUPPORT SERVICES USING THE PLATFORM, YOU CONSENT TO THESE INHERENT MATERIAL RISKS ASSOCIATED WITH TELEMEDICINE.

BY PROVIDING OR UPLOADING ANY OF YOUR PI AND PHI TO THE PLATFORM, HCPs AND PHAs YOU ARE EXPRESSLY CONSENTING TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AND YOUR PERSONAL HEALTH INFORMATION FOR THE PURPOSES OF PROVIDING HEALTH SERVICES AND SUPPORT SERVICES TO YOU AND FOR PURPOSES THAT ARE CONSISTENT WITH THOSE PURPOSES. BY CONSENTING TO RECEIVE HEALTH SERVICES OR SUPPORT SERVICES, YOU EXPRESSLY CONSENT THAT ALL YOUR VIDEO OR TELEPHONE INTERACTIONS WITH THE HCPs OR WITH THE PHAs MAY BE RECORDED AND STORED DIGITALLY AS PART OF YOUR MEDICAL FILE.

- **Transfer of Personal Information and Personal Health Information**

The Platform is secured through encryption technologies and only you and your HCP and PHA will have access to your PI and PHI. All PI and PHI, as defined under the Personal Health Information Protection Act, 2004, collected on the Platform will be immediately transferred to the HCP, where it shall be managed in accordance with privacy legislation that is currently in force. The Platform is licensed by Owner to your HCP and is used by your HCP to communicate with you at the HCP's and your own risk.

- **Disclosing Information**

We will not disclose, share, sell or rent your Information with or to any third party (except to the extent we disclose to your HCP or PHA, emergency contacts and in compliance with regulatory and legal requirements as set out in this Agreement), except with your consent, or to the extent necessary, in our good faith judgment, to: comply with applicable laws or regulations, respond to a subpoena, order, or similar obligation to produce information; establish or exercise Owner's legal rights or defend against legal claims; or investigate, detect, suppress, prevent or take action regarding illegal or prohibited activities, suspected fraud, situations involving potential threats to the reputation or safety of any person.

- **Retaining and disposing of Information**

Unless we otherwise give you notice, we will retain your Information on the Platform on your behalf until such times as you or we terminate your User Account. On termination, you will have an opportunity to print or make copies of your PI and PHI subject to the following. To ensure that HCP and PHA may exercise any authority they have to withhold information they compile in connection with

Health Services from patients under the law, you will be required to request any access you would like to notes made by an HCP and PHA about your consultation from the HCP or PHA. As mentioned above, Owner is not the custodian of Information held on the Platform; rather it holds information on behalf of you or HCP and PHA. On termination of your User Account, once you have been given the opportunity to print or make copies of your PI and PHI, we will delete the information associated with your User Account, except information that an HCP and PHA advises us he or she requires in connection with a Health or Support Services the HCP or PHA provided. In such circumstances, Owner will destroy the PI and PHI when the HCP and PHA has obtained a copy or terminates his/her account with the Platform.

- **Subscription Fees and Taxes**

Owner may, in its sole discretion, offer some of the Platform Services to you for free or charge subscription fees in accordance with its then-current fee schedule that can be found on the Website and is subject to change, from time to time (the “**Fee Schedule**”). You or a responsible third party will pay any such applicable fees in accordance with the Fee Schedule (the “**Fees**”). Unless otherwise expressly indicated in the Fee Schedule, all Fees are quoted in Canadian dollars exclusive of applicable sales and value added taxes and are non-refundable and payable upon invoicing or demand from

Owner. You or a responsible third party will pay all sales and value added taxes that may be imposed in each applicable jurisdiction and will hold and save Owner harmless in respect of any such taxes. For clarity, however, Owner will not charge you any Fees for any Health Services that are insured under a provincial or territorial health insurance plan in Canada which you are entitled to receive at no cost to you as an insured person under any such plan.

If a third party (e.g., such as an employer or supplemental health insurance provider) has arranged with Owner to pay the subscription fee or any portion of the subscription fee, or if the subscription fee is pursuant to some other arrangement with Owner, that subscription fee adjustment will be reflected in the subscription fee that you are ultimately charged. If you have a Health Spending Account (HSA) offered as a benefit by your employer, you agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Please check with your employer to determine if any Platform Services will be reimbursed other than from your HSA. Owner reserves the right to modify or implement a new pricing structure at any time prior to billing you or a responsible third party for your initial payment or for future payments due pursuant to these Terms of Use.

Owner may require you to provide and keep updated during the Term the details of a current and valid credit

card, debit card, PayPal account, Apple Pay, or other payment method (“Payment Method”) that is acceptable to Owner in its sole discretion. You hereby authorize Owner to charge any and all Fees that become due and payable to the Payment Method. You agree to pay such fees, charges and penalties (including costs and expenses related to collection by Owner of overdue payments) as Owner may from time to time set out on the Website in respect of late or overdue payments, or declined or unsuccessful Payment Method transactions.

- **No Doctor-Patient Relationship**

The sharing of you PI and PHI on the Platform does not establish a doctor-patient relationship between you and Owner and is not intended as a solicitation of individuals to become Owner’s patients or clients. Your HCP or PHA is using the Platform under the licence from Owner and for its own use and purposes. As such, your HCP or PHA is ultimately responsible for all communications with you conducted through the Platform in accordance with any arrangement between you and your HCP or PHA.

17. Consent to Advertisement; No Endorsements

By using the Platform, you consent to the Owner posting advertisement materials in the medical questionnaires presented to you or on other parts of the Platform. Unless expressly stated, Owner does not recommend or endorse any particular brand of products, services, procedures, or

other information that appears or is advertised from time to time on the Platform.

18. Linking

The Platform may contain links to third-party websites. These links are provided for convenience only and not as an endorsement by Owner of any third-party website and its content. Unless specifically stated, Owner does not operate any third-party website and is not responsible for its content, nor does it make any representation, warranty or covenant of any kind regarding any third-party website including, without limitation, any representation, warranty, or covenant:

- (i) regarding the legality, accuracy, reliability, completeness, timeliness, or suitability of any content on such third-party websites;
- (ii) regarding the merchantability and/or fitness for a particular purpose of any third-party web sites or material, content, software, goods, or websites located at or made available through such third-party websites; or
- (iii) that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites be corrected, or that such third-party websites will be free from viruses or other harmful components.

Owner does not wish the Platform to be linked to or from any third-party website. Owner reserves the right to

prohibit or refuse to accept any link to the Platform at any time and may remove a link without notice. You agree to remove any link to the Platform you may have acquired or stored on Owner's request.

19. Disclaimer

PLATFORM IS PROVIDED "AS IS". WHILE OWNER ENDEAVORS TO PROVIDE ACCURATE, CURRENT, AND TIMELY INFORMATION, OWNER MAKES NO REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, REGARDING THE PLATFORM INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION, WARRANTY OR COVENANT THAT:

- (I) THE CONTENT CONTAINED IN OR MADE AVAILABLE THROUGH THE PLATFORM WILL BE OF MERCHANTABLE QUALITY AND/OR FIT FOR A PARTICULAR PURPOSE;
- (II) THE PLATFORM OR CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, TIMELY OR SUITABLE FOR ANY PARTICULAR PURPOSE;
- (III) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE;
- (IV) DEFECTS OR ERRORS, WHETHER HUMAN OR COMPUTER ERRORS, IN THE PLATFORM OR THE CONTENT WILL BE CORRECTED;
- (V) THE PLATFORM WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; AND THAT

(VI) COMMUNICATIONS TO OR FROM THE PLATFORM WILL BE SECURE AND/OR NOT INTERCEPTED.

WHILE THE OWNER HAS ESTABLISHED GUIDELINES AND SAFEGUARDS TO PROTECT YOUR PI AND PHI, THE OWNER CANNOT GUARANTEE THE SECURITY OR CONFIDENTIALITY OF ANY COMMUNICATION TO OR FROM THE PLATFORM GIVEN THAT ANY INFORMATION TRANSMITTED OVER THE INTERNET IS GENERALLY NOT SECURE. OWNER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS ASSUME NO LIABILITY RESULTING FROM THE RELEASE OF ANY INFORMATION OR MATERIAL CONTAINED IN THE PLATFORM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS AND USE OF THE PLATFORM IS SOLELY AT YOUR OWN RISK AND LIABILITY.

INSTALLATION ON YOUR PERSONAL ELECTRONIC DEVICE AND USE OF PLATFORM IS AT YOUR OWN RISK. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF YOUR PHI OR RELEASE OF IT TO ANY THIRD PARTY WHETHER ACCIDENTAL OR NOT. ALL LIABILITY, IF ANY, WITH REGARD TO SAFETY OF YOUR PHI RESTS WITH

YOUR HEALTH CARE PROVIDER TO WHOM YOU COMMUNICATE YOUR PI AND PHI USING PLATFORM.

20. Limitation of Liability

UNDER NO CIRCUMSTANCE SHALL OWNER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROFESSIONAL NEGLIGENCE, PERSONAL INJURY, LOST INCOME OR LOST DATA, RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES PROVIDED BY HEALTH CARE PRACTITIONERS AND/OR PERSONAL HEALTH ASSISTANTS. OWNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND INDEPENDENT THIRD PARTY CONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE PLATFORM AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY HEALTH CARE PRACTITIONER OR ANY PERSONAL HEALTH ASSISTANT. OWNER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OWNER'S REASONABLE

CONTROL. YOU AGREE THAT OWNER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO YOUR USE OF THE PLATFORM OR THE HEALTH SERVICES AND/OR SUPPORT SERVICES PROVIDED TO YOU BY HEALT CARE PRACTITIONERS AND PERSONAL HEALTH ASSISTANTS.

OWNER DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD-PARTY USER OF THE PLATFORM, OR ANY ADVERTISER OR SPONSOR OF THE PLATFORM (COLLECTIVELY, "THIRD-PARTY"). UNDER NO CIRCUMSTANCES SHALL OWNER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY INJURY, LOSS, DAMAGE OF ANY KIND (INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES), OR EXPENSE ARISING IN ANY FASHION WHATSOEVER FROM:

- (I) THE ACTS, OMISSIONS, OR CONDUCT OF ANY THIRD-PARTY, AND
- (II) ANY ACCESS, USE, RELIANCE UPON OR INABILITY TO USE ANY MATERIALS, CONTENT, GOODS, OR SERVICES LOCATED AT, OR MADE AVAILABLE AT, ANY WEBSITE LINKED TO OR FROM THE PLATFORM, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF OWNER KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

21. Indemnity

You agree to indemnify, defend, and hold harmless Owner and its officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from:

- (i) your breach of any of the terms and conditions of this Agreement;
- (ii) your access to, use, misuse, reliance upon, or inability to access or use the Platform or any website to which the Platform is or may be linked to from time to time; or
- (iii) your use of, reliance on, publication, communication, distribution, uploading, or downloading of anything on or from the Platform.

• Modification to the Platform

Owner reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Platform or any part thereof with or without notice to

you. Owner shall not be liable to you or any third party for any modifications, suspension, or discontinuance of the Platform or any part thereof.

23. Termination

Owner may, in its sole discretion, cancel or terminate your right to use the Platform or any part of the Platform at any time without notice. In the event of termination, you are no longer authorized to access the Platform or the part of the Platform affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Platform, the disclaimers, and limitations of liabilities set out in this Agreement shall survive termination of this Agreement. Owner shall not be liable to you or to any third-party for such termination.

You may terminate these Agreement at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Platform) that your User Account be deleted or deactivated, ceasing use of the Platform and uninstalling and removing all local software components thereof from your systems, including removing the App from your mobile device.

24. Use Prohibited Where Contrary to Law

Use of this Platform is unauthorized in any jurisdiction where the Platform or any of the Content may violate any laws or regulations. You agree not to access or use the Platform in such jurisdictions. You agree that you are

responsible for compliance with all applicable laws and regulations. Any contravention of this provision, or any provision of this Agreement, is entirely at your own risk.

25. Governing Law

The Platform is operated by Owner from its offices in Ontario, Canada. You agree that all matters relating to your access or use of the Platform and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access and use of the Platform, as well as any dispute that may arise therefrom.

26. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining provisions of this Agreement continue in full force and effect.

27. Waiver

Any consent by Owner, either express or implied, to, or waiver of, a breach of this Agreement which you have committed shall not constitute a consent to, or waiver of, any other or subsequent breach.

28. Entire Agreement

This is the entire Agreement between you and Owner relating to your access and use of the Platform. This Agreement supersedes and invalidates all prior representations, warranties, understandings, and agreements between you and Owner relating to the subject matter of this Agreement.

29. Email and Other Communications

You are opting in to receiving periodic email, other or mediums of communication.

30. Email, Fax and Other Communications Of Medical Documents and Data

You are agreeing to have your medical data and documents transmitted via email, fax or other methods of communication. For example, in the case of a prescription, it may be faxed to a pharmacy.

31. Contact Us

Questions or comments regarding the Platform should be directed to the Platform Administrator at info@insighealth.com.

32. Health and Support Services Fee

Owner facilitates payment of the fees to the HCP or PHA, whose services you are using. Payment of the fees through the credit card validation and processing arrangement described below shall be considered the same as payment made directly to the HCP or PHA. All

fees for Health Services and Support Services are in Canadian dollars and inclusive of all applicable taxes.

33.Appointment Cancellation and No-Show

Appointments may be cancelled by the patient, with a refund for payments collected online through this platform up to 12 hours in advance of the date of the appointment. Beyond that point only the practitioner or company providing the appointment will be able to cancel appointments and issue refunds.

For patients that are not present at appointments, practitioners can charge a non-refundable \$25.00 fee and refund the original fee paid for the visit.

34.Payments and Credit Card Information

Owner does not store your credit/debit card number, expiry date or CVV (digits on the back). Owner uses Stripe for payment processing. However, we are able to securely use the card in the future without needing to ask for the card details again, using Stripe. Please see Stripe's website [Stripe.com](https://stripe.com) for more information.

35.Pharmacy Information

You are solely responsible for providing accurate information for your preferred pharmacy, including in the case that the information you provide results in an unintended party receiving any information. The information you provide will be used to send prescriptions from your visit via fax to your preferred pharmacy. You also

agree to have your prescription, phone number, and email sent to a pharmacy, including any other contact information.