

TERMS OF USE
for
INSIG CORPORATION, TIA HEALTH and VIRTUALCLINIC+

1) Legal Agreement

- a) This Terms of Use ("TOU") is a legal agreement between you and INSIG CORPORATION ("Insig"), together with our affiliates and distributors (collectively, also referred to as "our" or "us" or "we"), which own and/or operate: (1) the websites located at <https://insighealth.com>, <https://tiahealth.com>, and <https://virtualclinics.ca> (the "Websites"); (2) the associated standalone Insig virtual care platform ("IVCP"); (3) the TIA Health and virtualclinic+ virtual clinics ("Virtual Clinics"); and (4) all other services provided by us through the IVCP, Virtual Clinics or as described on the Websites (the "Platforms").
- b) This TOU forms a legally binding agreement between us and you. The term "you" refers to the person or entity visiting the Platforms, browsing or otherwise using the Platforms, or receiving any services through the Platforms. This TOU addresses topics including but not limited to setting out circumstances in which you may use the Platforms on behalf of another individual, for example, a child or other individual for whom you have legal authority, in which case references to "you" and "your" may include the child or other individual for whom you have the legal authority.
- c) **IMPORTANT! BY ACCESSING AND USING THE PLATFORMS, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THE TOU. ACCESSING THE PLATFORM IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THE TOU AND THAT YOU INTEND TO BE LEGALLY BOUND BY THE TOU. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THE TOU, PLEASE DO NOT ACCESS OR USE THE PLATFORMS.**
- d) **DO NOT USE THE PLATFORMS 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 Platforms.
- e) **THE PLATFORMS ARE NOT SUBSTITUTES FOR THE ADVICE AND MEDICAL CARE BY YOUR PRIMARY DOCTOR OR HEALTHCARE PROVIDER.**
- f) This TOU sets out the terms and conditions under which you may access and use the Platforms. We may amend, modify and revise this TOU at any time without notice. Use of the Platforms after such changes are posted will indicate your acceptance of the revised TOU

2) Health Services and Support Services via the Platform

- a) The use of the Platforms, as permitted by us and the TOU, enables you to obtain access to health care professionals ("HCPs") and personal health assistants ("PHAs") by phone, secure text and/or video for telemedicine and telehealth consultations, and to receive general information about diseases and conditions and how they are treated and administrative support services via telemedicine and telehealth ("Health Services" and "Support Services", respectively).

- b) A HCP may provide an assessment, offer a diagnosis, order tests and prescribe treatment, including prescriptions, as appropriate. Health Services provided through the Platforms are not a substitute for having your own family doctor or primary care provider provide care to you, and it is not a substitute for in-person health care interactions.
- c) HCPs have the exclusive and sole authority to determine the appropriate Health Services for you. For greater certainty, you may request a particular test, treatment, prescription or other Health Service; however, an HCP is under no obligation to order such test, or provide such treatment, prescription or other Health Service if the HCP does not believe such requested test, treatment, prescription or Health Services is appropriate for you.
- d) As previously stated in this TOU, and for clarity, we provide and support the technology which enables your access to HCPs and/or PHAs along with all necessary support and technology services prior to, during, and after your visit. Insig is not responsible in any way for the Health Services or Support Services provided by the HCPs or PHAs on the Platform, nor are they responsible for how they collect, use, disclose and retain your personal information (“PI”) and personal health information (“PHI”).
- e) No blogs, information or any other media on the Site is intended to convey medical advice and any information should not be relied on as medical advice for any reasons. Please contact a medical professional if you have questions pertaining to a medical issue. Please contact your closest emergency department in case of an emergency or if you require immediate assistance.

3) Access and Use of the Platforms

- a) The Platforms enable HCPs and PHAs to receive PI and PHI about you through the Platforms and to provide Health Services or Support Services to you. Your use of the Platforms neither establishes nor governs your relationship with the HCP or PHA. You acknowledge that you are our customer, and we reserve the right to remove or add HCPs and PHAs on the Platform, and do not make any guarantees that you can access the same HCP and/or PHA on each visit. We may share your PHI and PI with various HCPs and PHAs on the Platform in order to provide you appropriate continuity of care.
- b) To use the Platforms, you must be 18 years of age or older.
- c) AS A CONDITION OF YOUR USE OF THE PLATFORMS, YOU WARRANT THAT: (1) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE OR YOU ARE THE LEGAL GUARDIAN OF THE INDIVIDUAL USING THE PLATFORM AND CONSENT TO THEIR USE OF THE PLATFORM; (2) YOU POSSESS THE LEGAL AUTHORITY TO CREATE A BINDING LEGAL OBLIGATION; (3) YOU WILL USE THE PLATFORMS 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.
- d) We retain the right, at our sole discretion, to deny access to anyone to the Platforms or to the Health Services or Support Services, at any time and for any reason, including, but not limited to,

for violation of the TOU. You will cease and desist from any such access or use immediately upon our request.

- e) You agree to refrain from abusive language or inappropriate conduct when communicating with anyone through the Platforms, including HCPs and PHAs and that you will conduct yourself at all times in a respectful manner. You agree that you will not contact HCPs and PHAs in respect of Health Services or Support Services except through the Platforms.
- f) In addition to the Health Services and Support Services, the Platforms enable HCPs and yourself to upload and store your PHI, including PHI created or compiled in the course of providing Health Services, to share your PHI with HCPs and PHAs, and to receive and store prescriptions and sick notes or other documents, from HCPs and PHAs electronically. The Platforms offer optional services that we can perform on your behalf, and at your direction, such as the secure transfer of a summary report about your Health Services to a physician of your choice or secure transfer of your prescription to your chosen pharmacy or prescription delivery service.

4) Virtual Clinic Specific Information

- a) HCPs on the Virtual Clinics are independent, regulated health professionals, registered to provide certain health services in one or more provinces or territories in Canada.
- b) HCPs on the Virtual Clinics may be located in the province or territory in which you reside, or another province or territory in Canada, as permitted by their regulatory authority. For more information about any particular HCP, you may review their governing body's website for more information. In many cases you may be able to consult their profile on the associated website's register of HCPs.

5) Limitations on Health Services and Support Services

- a) Telemedicine or telehealth refers to the use of information and communication technologies to provide health care or other services at a distance, where the patient and physician/health care provider are not in the same location. 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 in the course of providing Health Services 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.
- b) 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 doctor or other primary care health professional. You should continue to consult your family doctor or other primary care health professional regularly or as needed or recommended by them.
- c) HCPs may 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.

- d) The HCP is responsible for obtaining your informed consent to treatment. You are encouraged to ask questions of the HCP 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, you should seek a second opinion from another physician. You have the right to refuse or withdraw consent to treatment at any time.
- e) Since telemedicine is regulated by jurisdictions differently, the type of Health Services that are available to you through the Platforms may differ depending on your jurisdiction of residence and your location at the time you request Health Services.
- f) There are restrictions on the types of Health Services that can be provided through the Platforms. Certain types of conditions are excluded or require in-person consultations. HCPs are not permitted to prescribe certain kinds of medication including narcotics, controlled substances or other types of controlled medications which may be harmful due to the potential for abuse. If the HCP is not able to assist you, they may advise that you visit a clinic or hospital for an in-person consultation.
- g) YOU MUST NOT USE THE PLATFORMS FOR EMERGENCY MEDICAL NEEDS. IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY OR ATTEND YOUR NEAREST EMERGENCY ROOM.
- h) HCPs and PHAs have the discretion to refuse or discontinue the provision of Health Services or Support Services at any time and for any reason, including if they are of the opinion that the Health Services are not appropriate in the circumstances or if there is actual or potential misuse of the Health Services. Your HCP may determine that Health Services or a particular requested test, treatment, or prescription are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide the requested test, treatment, prescription or any Health Services to you through the Platforms.
- i) As with any other health care service, there are risks associated with the use of the Health Services and risks associated with any inappropriate reliance on Support Services.
- j) There are additional risks associated with telemedicine 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:
 - i) 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 from you to support a diagnosis or prescription;
 - ii) delays in evaluation or treatment resulting from similar technology failures;
 - iii) lack of access to your personal health records maintained outside the Platforms (i.e., by your family doctor or other primary care health professional), which may result in adverse drug

interactions, allergic reactions, or other errors (you should always advise the HCP and any dispensing pharmacists of all medications you are taking and any allergies you may have);and

iv) unauthorized collection use or disclosure of your PHI due to a security protocol breach or failure.

k) Support Services are intended for general educational purposes only and are not Health Services. PHAs may provide information relating to a disease or condition that is not patient specific and that does not include a diagnosis or treatment. Support Services do not replace consultations with qualified regulated health professionals.

6) Privacy

a) The collection, use and disclosure of PI and PHI are governed by our Privacy Policy, located in the footer of our home page. Our Privacy Policy is incorporated by reference into, and forms part of the TOU. By accessing and using the Platforms, you agree to be bound by its terms.

b) Every HCP and PHA are governed by their own privacy policies and may have to retain your PI and PHI off the Platform in order to comply with relevant rules and regulations which govern their profession. We encourage you to speak with your HCP or PHA to understand what information they will collect and retain outside of the Platform.

7) User Accounts

a) In order to use the Platform(s) and access Health Services or Support Services, you will be required to create a user account (the "User Account") and obtain a username and password login credentials ("User ID"). You are responsible for keeping your User ID secure. We reserve the right to disable any User Account issued to you at any time in our sole discretion. If we disable access to a User Account issued to you, you may be prevented from accessing the Platforms, any content, your account details or any User content.

b) 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 must create a separate "profile" for each dependent and you are fully responsible for complying with the TOU on each profile created. Children may only use the Platforms in the presence of their parent or legal guardian.

c) You can request that we close your User Account information by e-mailing info@insighealth.com. By doing this, access to your account will be disabled and all PI and PHI will be inaccessible.

8) Intellectual Property

a) All right, title and interest in and to the Platforms, together with all intellectual property rights therein and relating thereto, including but not limited to all patent, copyright, trademark, industrial design, trade secret, and all other intellectual property laws governed by statute, jurisprudence or common law, are our property or the property of our licensors. Except as granted in the Limited Licenses (as defined below) herein, any use, modification, transmission,

distribution, republication, or other exploitation of the Platforms, whether in whole or in part, is prohibited without our express prior written consent.

- b) Neither this TOU nor your use of the Platforms convey or grant to you any rights to use or reference in any manner our brand elements, company names, logos, trademarks or services marks or those of our licensors.

9) Limited License

Subject to the terms and conditions of this TOU, you are hereby granted a limited, non-transferable, and non-exclusive license to access, view, and use the Platforms for your personal, non-commercial use in accordance with this TOU. Access to the Platforms 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 Platforms or any Platforms; and if a period of time for which license rights are granted to you is prescribed (such as a subscription term or other period of time), you may only use the Software during such period of time. In the event of a conflict between the terms of a license governing particular content and this TOU, the terms of the specific license will govern.

10) Software License

- a) All software embedded in or located on or at the Platforms, 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, including other intellectual property right. All Software is owned by us, our 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 Platforms, subject to this TOU and any additional conditions which may be imposed on your access and use of the Software, and if a period of time for which license rights are granted to you is prescribed (such as a subscription term or other period of time), you may only use the Software during such period of time.
- b) If the Platforms provide Software for download, unless otherwise specified, you are hereby granted, subject to the terms of this TOU 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;
 - ii) reproduce the Software only as reasonably required to install, run, and make reasonable backup copies to the extent permitted by law; and
 - iii) do (i) or (ii) above only during any prescribed period of time for use of such downloaded Software.
- c) Except to the extent expressly permitted in this TOU, you may not, and you may not assist others in doing any of the following:

- 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 trademarks or proprietary notices, including from the Software; and/or
 - iv) decompile, disassemble, decrypt, extract, or reverse engineer the Software.
- d) Other than the limited license granted herein, nothing contained in the Platforms shall be construed as granting you any right, title, interest, or other license in or to any Software embedded or integrated into the Platforms or made available for download from the Platforms, including, but not limited to, any intellectual property rights in the Software.
- e) ALL SOFTWARE EMBEDDED OR INTEGRATED INTO THE PLATFORMS 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.

11) Submissions to the Platforms

The Platforms 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)”). We do not control the content of any Submission and have no obligation to monitor any Submission. While we may attempt to delete insulting, offensive or inaccurate Submissions of which we are notified, we cannot prevent them and are not responsible for any damage such Submissions may cause. We reserve 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 our sole discretion, are objectionable, inaccurate, misleading, or in violation of this TOU. We 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.

12) Rules of Conduct

- a) It is a condition of your use of the Platforms that, when you make a Submission through the Platforms, you do not do any of the following:
 - i) Restrict or hinder another user from using and enjoying the Platforms, interfere or attempt to interfere with the proper workings of the Platforms, or do anything which, in our sole discretion, imposes an unreasonable or disproportionately large burden on the Platforms 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, trademark, industrial design or other proprietary rights herein (whether governed by statute or otherwise) 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 Platforms 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.

13) 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 Platforms or otherwise to HCPs or PHAs), with us are on a non-confidential basis and we are under no obligation to refrain from reproducing, publishing, or otherwise using them in any way or for any purpose. We 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, trademark, patent, industrial design, trade secret, 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.

14) Grant of License

- a) By making a Submission to the Platforms, other than your PI and your PHI, you grant us a royalty-free, perpetual, fully paid-up, non-exclusive, irrevocable, unrestricted, sublicensable, worldwide license to use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform, display or otherwise use in any manner such Submissions for any purpose, at our sole discretion, including for the development of any products or services.
- b) In addition, you hereby:
 - i) waive all moral rights in your Submissions in favour of us;

- 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 we are not responsible for any loss, damage, or corruption that may occur to your Submission, and we are not required to make any use of your Submissions; and
- iv) acknowledge and agree that your Submission will be non-confidential.

15) Feedback

Should you provide any feedback or commentary to us relating to the Platforms or otherwise (collectively the "Feedback") you hereby assign all rights, title and interest in and to such Feedback to us, including but not limited to all intellectual property rights therein and relating thereto, and you further hereby waive all moral rights therein in our favour. We reserve the right to utilize such Feedback in any manner, or to decline to utilize the Feedback in any manner, at our sole discretion. For clarity, you will not have any rights, title or interest in any use made of the Feedback, including but not limited to, any products or services developed from the Feedback.

16) Tools

All tools, calculators, or questionnaires ("Tool(s)") made available on the Platforms 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.

17) Subscription Fees and Payments

- a) We may, in our sole discretion, offer some or all of our Services to you for free or charge you subscription fees or pay-for-service fees in accordance with our then-current fee schedule that can be found on our Websites, as amended, in our sole discretion, from time to time (the "Fee Schedule"). You or a third party in control are responsible for paying 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 us. You or a third party in control are responsible to pay all sales and value added taxes that may be imposed in each applicable jurisdiction and will hold and save us harmless in respect of any such taxes. For clarity, however, we 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.
- b) If a third party (such as an employer or supplemental health insurance provider) has arranged with us to pay the subscription fee or any portion of the subscription fee, or if the subscription fee relates to some other arrangement with us, the subscription fee adjustment will be reflected in the subscription fee that you are ultimately charged. If you have a Health Spending Account (the "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 services will be reimbursed other than from your HSA. We reserve 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 the TOU.

- c) We 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 us in our sole discretion. You hereby authorize us 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 us of overdue payments) as we may from time to time set out on the Websites in respect of late or overdue payments or declined or unsuccessful Payment Method transactions.

18) Payment for Health Services and Support Services

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

19) Appointment Cancellation and No-Show; Refunds

- a) Appointments may be cancelled by you, with a refund for any payments collected online through our Platforms up to 12 hours in advance of the date of the appointment. Beyond that point, only we or the HCP will be able to cancel appointments and issue refunds. If you do not present at an appointment, we may charge a non-refundable \$25.00 fee and refund the original fee paid for the visit.
- b) If an HCP or PHA meets with you during your appointment and provides Health Services and Support Services as appropriate, you are not entitled to a refund for any fees or payments collected online through our Platforms. For greater certainty, you are not entitled to a refund if the HCP does not order or provide a desired or requested test, treatment, prescription or other Health Service.

20) Payments and Credit Card Information

We do not store your credit/debit card number, expiry date or CVV (digits on the back). We use Stripe for payment processing, which enables us to securely use the card in the future without needing to ask for the card details again. Please see Stripe's website [Stripe.com](https://stripe.com) for information about this service.

21) Consent to Advertisement; No Endorsements

By using the Platforms, you consent to us posting advertisement materials in the medical questionnaires presented to you or on other parts of the Platforms. Unless expressly stated, we do 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 Platforms.

22) Linking

- a) The Platforms may contain links to third-party websites. These links are provided for convenience only and not an endorsement by us of any third-party website and its content. Unless specifically stated, we do not operate any third-party websites and we are not responsible for any content, nor do we 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 websites 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.
- b) The Platforms are not to be linked to or from any third-party website. We reserve the right to prohibit or refuse to accept any link to the Platforms at any time and may remove a link without notice. You agree to remove any link to the Platforms you may have acquired or stored on at our request.

23) Disclaimer

- a) THE PLATFORMS ARE PROVIDED "AS IS". WHILE WE ENDEAVOR TO PROVIDE ACCURATE, CURRENT, AND TIMELY INFORMATION, WE MAKE NO REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, REGARDING THE PLATFORMS INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION, WARRANTY OR COVENANT THAT:
 - i) THE CONTENT CONTAINED IN OR MADE AVAILABLE THROUGH THE PLATFORMS WILL BE OF MERCHANTABLE QUALITY AND/OR FIT FOR A PARTICULAR PURPOSE;
 - ii) THE PLATFORMS OR CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, TIMELY OR SUITABLE FOR ANY PARTICULAR PURPOSE;
 - iii) THE OPERATION OF THE PLATFORMS WILL BE UNINTERRUPTED OR ERROR FREE;
 - iv) DEFECTS OR ERRORS, WHETHER HUMAN OR COMPUTER ERRORS, IN THE PLATFORMS OR THE CONTENT WILL BE CORRECTED;
 - v) THE PLATFORMS WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; AND THAT
 - vi) COMMUNICATIONS TO OR FROM THE PLATFORM WILL BE SECURE AND/OR NOT INTERCEPTED.
- b) WHILE WE HAVE ESTABLISHED POLICIES AND SAFEGUARDS TO PROTECT YOUR PI AND PHI, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF ANY COMMUNICATION TO OR FROM THE PLATFORMS GIVEN THAT ANY INFORMATION TRANSMITTED OVER THE INTERNET IS GENERALLY

NOT SECURE. WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS ASSUME NO LIABILITY RESULTING FROM ANY PRIVACY BREACH OR SECURITY INCIDENT INVOLVING YOUR PI OR PHI OR OTHER INFORMATION HELD ON THE PLATFORMS.

- c) YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS AND USE OF THE PLATFORMS IS SOLELY AT YOUR OWN RISK AND LIABILITY.
- d) INSTALLATION ON YOUR PERSONAL ELECTRONIC DEVICE AND USE OF THE PLATFORMS IS AT YOUR OWN RISK. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOU, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF YOUR PHI OR PI OR RELEASE OF IT TO ANY THIRD PARTY WHETHER ACCIDENTAL OR NOT.
- e) INSIG PROVIDES THE PLATFORM TO ENABLE YOU TO CONNECT WITH HCPS OR PHAS. INSIG IN NO WAY REPRESENTS OR WARRANTS THE QUALITY OF HEALTH SERVICES OR SUPPORT SERVICES YOU RECEIVE. THE HCP OR PHA IS SOLELY RESPONSIBLE FOR THE QUALITY OF HEALTH SERVICES OR SUPPORT SERVICES PROVIDED TO YOU.

24) Limitation of Liability

- a) WE SHALL NOT 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 MISUSE OF THE PLATFORMS AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES PROVIDED BY HEALTH CARE PRACTITIONERS AND/OR PERSONAL HEALTH ASSISTANTS.
- b) WE, OUR 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 PLATFORMS AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE PLATFORMS AND/OR HEALTH SERVICES AND/OR SUPPORT SERVICES; WE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.
- c) WE DISCLAIM ANY AND ALL LIABILITIES 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 WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY INJURY, LOSS, DAMAGE OF ANY KIND (INCLUDING BUT NOT LIMITED TO 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 PLATFORMS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING

BUT LIMITED TO FUNDAMENTAL BREACH), TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF OWNER KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

25) Indemnity

- a) You agree to indemnify, defend, and hold us, our officers, directors, employees, affiliates, agents, licensors, and their respective successors and assigns, harmless 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 TOU;
 - ii) your access to, use, misuse, reliance upon, or inability to access or use the Platforms or any website to which the Platforms 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 Platforms; or
 - iv) the provision of any Health Services or Support Services or any breach of privacy or security involving your PI or PHI.

26) Modification to the Platform

We reserve the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Platforms or any part thereof with or without notice to you. We shall not be liable to you or any third party for any modifications, suspension, or discontinuance of the Platforms or any part thereof.

27) Termination

- a) We may, in its sole discretion, cancel or terminate your right to use the Platforms or any part of the Platforms at any time without notice. In the event of termination, you are no longer authorized to access the Platforms or the part of the Platforms affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Platforms, the disclaimers, and limitations of liabilities set out in this Agreement shall survive termination of this Agreement. We shall not be liable to you or to any third-party for such termination.
- b) You may terminate the TOU at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Platforms) that your User Account be deleted or deactivated, ceasing use of the Platforms and uninstalling and removing all local software components thereof from your systems, including removing the App from your mobile device.

28) Use Prohibited Where Contrary to Law

Use of the Platforms is unauthorized in any jurisdiction where the Platforms or any of the Content may violate any laws or regulations. You agree not to access or use the Platforms 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 TOU is entirely at your own risk.

29) Governing Law

You acknowledge and agree that all matters relating to your access or use of the Platforms 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 Platforms, as well as any dispute that may arise therefrom.

30) Severability

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

31) Waiver

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

32) Non-assignment

The TOU is not assignable, transferable, or to be sublicensed by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

33) Entire Agreement

This TOU and the Privacy Policy constitute the entire Agreement between you and us relating to your access and use of the Platforms. This TOU supersedes and invalidates all prior representations, warranties, understandings, and agreements between you and us relating to the subject matter of this TOU.

34) Contact Us

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