

MyVitalScan Terms of Service (For End User)

Welcome to MyVitalScan Terms of Service. Live Assist Solutions Ltd. (“MyVitalScan”, “we” or “us”) offers several wellness services and solutions which, amongst others, measure and display various vital signs indicators of its users. Please read these terms of services (these “Terms”) carefully as they govern your use of the MyVitalScan Services (as defined below) and create a binding contract between you and MyVitalScan.

1. The Services

These Terms govern the use of MyVitalScan’s services (the “Services”), which provided through MyVitalScan application, as updated from time to time (the “Application”).

YOU MUST ACCEPT THESE TERMS IN ORDER TO LOG INTO THE APPLICATION AND IN ORDER TO USE IT. BY DOWNLOADING THE APPLICATION, YOU ACCEPT THESE TERMS, AND THESE TERMS SHALL BE EFFECTIVE AS OF THE EARLIEST OCCURRENCE OF SUCH EVENTS (THE “EFFECTIVE DATE”). IF YOU DO NOT ACCEPT THESE TERMS, DO NOT LOG INTO THE APPLICATION.

2. Your MyVitalScan Account

Use of the Services is not permitted to individuals under the age of 18. You are responsible for all activity that occurs in association with your account. MyVitalScan is not liable for any Loss (as defined below) caused by your failure to maintain the confidentiality of your account credentials.

3. Your Information

Any information or data submitted by you through the Services or collected by the Services with respect to you (including without limitation your e-mail address, weight, height and gender) (collectively, “Information”) may be used, stored and transferred by MyVitalScan in accordance with its privacy policy, which can be found here:

<https://www.myvitalscan.ca/privacy> (the “Privacy Policy”). We encourage you to review the Privacy Policy, as it is an integral part of these Terms. Except as expressly set forth otherwise under these Terms, you are solely responsible for all Information you provide.

Without derogating from the generality of the foregoing, whereas you are using the Services pursuant to the invitation from, or subject to a license purchased by, an Organization (“Organizational User(s)”), you acknowledge that the Organizational User which invited you or purchased your license will have access through the Services to all or parts of the

Information related to you. When you use the Services pursuant to such license or invitation, you consent to the sharing of your Information with the applicable Organizational User, and to the use by such Organizational User of such Information in the manners permitted herein and otherwise for its legitimate business purposes. While MyVitalScan requires of its Organizational Users to abide by requirements substantially similar to those of the Privacy Policy and by applicable law, MyVitalScan cannot (and do not) ensure such compliance and such Organizational User alone is liable for its behavior. Thus, MyVitalScan has no liability in this respect thereto.

4. Your Obligations

Amongst other requirements of these Terms, you are required to comply in all respects with the instructions related to the use of MyVitalScan Services specified in the documentation posted on MyVitalScan website: <https://www.myvitalscan.ca> (the “Website”) or the Application (the “Documentation”), including without limitation, our Privacy Policy and other requirements related to the equipment required for use of the Services (which may include, without limitation, a supported mobile device and adequate internet access). You are solely responsible for the consequences of your failure to comply with the instructions of the Documentation.

5. License

MyVitalScan grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license, subject to these Terms, to install, access and use the Services through the Application.

6. Prohibited Uses

Notwithstanding anything to the contrary herein, you may not perform, attempt to perform, or encourage or assist others in performing any of the following: (i) connecting to or accessing any portion of the Services other than through the use of the Services intended interfaces; (ii) accessing non-public areas of the Services; (iii) testing the vulnerability of the Services, breaching any security or authentication measures, circumventing any technological measure implemented by MyVitalScan or any of its providers to protect the Services, or publishing or disseminating any reports or analysis with respect to the Services; (iv) decompiling, disassembling, reverse engineering, tampering with, or attempting to derive the source code of any portion of the Services; (v) copying, adapting, modifying, preparing derivative works based upon the Services, MyVitalScan Materials or MyVitalScan Analysis; or (vi) distributing, licensing, selling, transferring, publicly displaying, publicly performing, transmitting or otherwise disposing of the Services, MyVitalScan Materials, MyVitalScan Analysis or any portion thereof in a manner not explicitly permitted herein.

7. Maintenance and Support

MyVitalScan shall use commercially reasonable efforts to make the Services available at all times except as set forth in MyVitalScan's services level agreement (the "SLA").

8. Disclaimers; Use at Own Risk

OTHER THAN TO THE EXTENT SPECIFICALLY AND EXPLICITLY SPECIFIED IN THESE TERMS OR THE DOCUMENTATION, THE SERVICES, AND THE MYVITALSCAN MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY WARRANTY PROVIDED IN THE DOCUMENTATION SHALL NOT APPLY TO THE EXTENT THE SERVICES ARE USED IN A MANNER WHICH IS NOT COMPLIANT WITH THESE TERMS, THE DOCUMENTATION AND/OR ANY OTHER APPLICABLE TERMS, INCLUDING IN PARTICULAR AND WITHOUT LIMITATION TO THE EXTENT THE SERVICES HAVE BEEN MODIFIED, CHANGED, OR REPAIRED BY ANY PARTY WHICH IS NOT MYVITALSCAN.

MyVitalScan makes no warranty regarding the accuracy and completeness of any statistics, parameters, data or information monitored and/or displayed through any of the Services ("MyVitalScan Analysis"). The Services and the MyVitalScan Analysis are not intended to diagnose, treat, monitor, cure, or prevent any disease, and are not intended to match or replace (a) any services or information produced by medical or scientific measurement devices; and/or (b) any diagnosis by you or your physicians of consumption of medication or any other medical parameters; and/or (c) any services or treatments by physicians and other medical care professionals. Additionally, MyVitalScan makes no warranty that the Services will meet your requirements and/or any medical or regulatory standards or be available on an uninterrupted, secure, or error-free basis. You acknowledge and agree that if you rely on any Services, including without limitation the MyVitalScan Analysis, you do so solely at your own risk.

We do not accept liability for any error or omission, injury, expense, loss (including, without limitation, loss of the MyVitalScan Analysis) or damage caused, in whole or in part, by you or any other third party's actions, omissions, or negligence.

Without derogating from the aforementioned, you acknowledge that the Services may be impaired or produce inaccurate or incorrect output (including without limitation MyVitalScan Analysis) due to, without limitation (a) the provision by you of incorrect details; and/or (b) use of the Application when it is not updated with the last available update and/or (c) use of the Application other than as instructed by MyVitalScan.

9. Limitation of Liability

NEITHER MYVITALSCAN, ITS AFFILIATES, OFFICERS AND/OR EMPLOYEES SHALL BE LIABLE FOR (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSES INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA AND/OR GOODWILL ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES AND/OR YOUR OR ANY THIRD PARTY'S RELIANCE UPON THE SERVICES (INCLUDING WITHOUT LIMITATION THE MYVITALSCAN ANALYSIS); AND (B) ANY DAMAGES, LOSSES AND/OR EXPENSES ("LOSSES") ARISING OUT OF, OR IN CONNECTION WITH YOUR OR ANY THIRD PARTY'S RELIANCE UPON THE MYVITALSCAN SERVICES (INCLUDING WITHOUT LIMITATION THE MYVITALSCAN ANALYSIS). THE AFOREMENTIONED SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED UPON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MYVITALSCAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MYVITALSCAN AND YOU.

WITHOUT DEROGATING FROM THE ABOVE, MYVITALSCAN SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INACCURACY, PERFORMANCE FAILURES, BREACHES, UNAVAILABILITY AND/OR LOSSES ARISING OUT OF, OR IN CONNECTION WITH, ANY EXTERNAL THIRD-PARTY SERVICES UPON WHICH THE SERVICES RELY (INCLUDING WITHOUT LIMITATION FAILURES RELATED TO HOSTING SERVICES, PAYMENT PROCESSING SERVICES) AND/OR GENERALLY FROM CAUSES BEYOND MYVITALSCAN'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, CELLULAR, INTERNET OR BLUETOOTH FAILURE, NETWORK OR COMPUTER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, OR ACTS OF PROVIDERS OF THIRD-PARTY SERVICES.

IN ADDITION, IN ANY EVENT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY INCLUDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYVITALSCAN'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER THESE TERMS WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, USD 1,000.

10. Indemnity

You will indemnify and hold harmless MyVitalScan, its affiliates and their respective officers and/or employees, from and against any Losses (for clarification, the term Losses shall include without limitation reasonable attorney fees) incurred due to any third-party suit, claim or procedure arising out of, or connected with your breach of these Terms.

11. MyVitalScan's Rights

MyVitalScan retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property rights (whether or not registerable) in and to the Services, the MyVitalScan Materials and the technology, know how, and any other intellectual property (including without limitation any software) underlying the Services, including without limitation any improvements, updates, upgrades, error-corrections or other modifications thereto, and any derivative work based thereon. Except for the rights expressly granted to you hereunder, these Terms do not grant you any rights or license by implication or otherwise with respect to any of MyVitalScan's Materials and/or its intellectual property, including MyVitalScan Analysis. The term "MyVitalScan Materials" shall mean any names, texts, graphics, images, music, audio, video, works of authorship, names, and symbols of any kind, and information or other materials that are generated, displayed on, provided or otherwise made available through the Services.

Without derogating from the above, as between you and MyVitalScan, MyVitalScan shall be the sole and exclusive owner of all rights to any and all feedback provided by you, and any ideas, inventions and/or improvements (whether protectable by any intellectual property protection or not) conceived or derived or resulting from such feedback or embodied therein ("Feedback"). You hereby irrevocably assign to MyVitalScan any rights that you may have in such Feedback, and to the extent such rights may not be assigned, you hereby provide MyVitalScan a royalty free, perpetual, worldwide, exclusive, irrevocable license to use such Feedback for any purpose, including commercial purposes.

12. Termination

These Terms shall be effective as of the Effective Date and shall continue in effect until they are terminated as specified herein.

You may terminate these Terms and all outstanding Services (and their Subscription Periods) by submitting a request to delete your Account or providing written notice of termination to MyVitalScan and then ceasing all use of the Services, in which case these Terms and the applicable Services shall terminate immediately upon deletion or receipt of termination notice by MyVitalScan (as applicable). MyVitalScan may, in its sole discretion, terminate these Terms and/or cease providing the Services or any portion thereof: (i) at any time for convenience or inability to continue providing the Services with an advance 30 day written

notice, or (ii) in the event that your agreement with the Organizational User has been terminated for whatever reason.

Upon termination or expiration of these Terms, for any reason whatsoever, all rights granted to you shall immediately terminate and you shall immediately cease any use of the Services.

You acknowledge that following termination, any Information related or made available to you through the Services will no longer be available to you through the Services or otherwise made available to you by MyVitalScan (and MyVitalScan shall be entitled to destroy such information or data), or use for such purposes as permitted herein.

Notwithstanding the forgoing, any provisions of these Terms that by their nature are intended to survive termination, including without limitation the provisions of sections 8, 9, 10, 11, 12, 13 and 18 of the Terms, shall not be affected or prejudiced by such termination.

13. Confidential Information

Both MyVitalScan and you agree to keep confidential (and to use only for purposes of performing obligations or as otherwise permitted under these Terms), any proprietary or confidential information of the other party disclosed pursuant to these Terms which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature (“Confidential Information”). The obligation of confidentiality shall not apply to information which (i) is publicly available through authorized disclosure; or (ii) is known by the receiving party at the time of disclosure as evidenced in writing; or (iii) is rightfully obtained from a third party who has the right to disclose it; or (iv) which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and an opportunity, at the objecting party’s expense, to take legal steps to resist or narrow such request). Without derogating from the aforesaid, you acknowledge and agree that the Services and any of MyVitalScan Materials shall be deemed to constitute Confidential Information of MyVitalScan. The receiving party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the disclosing party. The receiving party will only use the Confidential Information of the disclosing party: (a) to exercise its rights and perform its obligations under this Agreement, or (b) as otherwise required by law. Upon any termination of these Terms, either you or MyVitalScan shall destroy or return to the other party (as applicable) all its Confidential Information, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in these Terms. The parties agree that the receiving party’s disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available to the disclosing party at law or in equity.

14. Alerts and Notifications

As part of your use of the Services, you may receive notifications, text messages, alerts, or e-mails. You hereby agree to the receipt of these communications. You can control receipt of related communications from your account settings, unless required for operational purposes.

15. Changes

We are entitled to change these Terms from time to time. We will notify you of changes to the Terms by posting them on the Website and/or the Application or in any other way we deem appropriate. Any such change shall be effective immediately upon such notification or posting (as applicable). By continuing to use the Services following a change, you are accepting such change. We may also change or discontinue, temporarily or permanently, any feature or component of the MyVitalScan Services at any time, with or without notice, without incurring any liability to you aside from as explicitly specified herein.

16. Force Majeure

Neither party shall be liable to the other for any performance delay or failure to perform hereunder (other than any payment obligation) due to any act, omission or condition beyond the reasonable control of the affected party.

17. Governing Law and Venue

If you are located in the USA, these Terms shall be governed by the laws of the State of Delaware, without regard to its conflict or choice of laws principles. The parties irrevocably agree that any and all disputes concerning these Terms shall be brought in the federal and state courts of the state of Delaware having jurisdiction thereof and irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum, non-convenience or any similar claim or defense.

If you are located in the rest of the world (excluding the USA), these Terms shall be construed and enforced in all respects in accordance with the laws of the Province of Ontario, Canada, without reference to principles of conflict or choice of law. The courts located in the Province of Ontario, Canada shall have exclusive jurisdiction over any dispute or matter in connection with these Terms.

18. General Terms

The headings used in these Terms are for convenience of reference only and shall not affect the interpretation or meaning of the terms and provisions of these Terms. These Terms constitute the entire agreement between the parties regarding the use of the Services (other than to the extent explicitly specified herein), and supersede any previous arrangement, understanding or agreement between you and MyVitalScan, written or oral, relating thereto. Neither party's waiver of any breach or default of any provision of this Terms shall constitute a waiver of other provisions or any other right hereunder, or a waiver of any subsequent breach or default. Unless expressly provided otherwise herein, all remedies hereunder are cumulative and do not exclude any other remedies available by law. If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect. These Terms do not confer any rights on any third party. You shall not, without the prior written consent of MyVitalScan, assign, transfer, or sub-contract these Terms and/or any of your rights or obligations under these Terms, and any unauthorized assignment shall be null and void. MyVitalScan may, at any time, freely assign, transfer or sub-contract these Terms or any or all of its rights or obligations under these Terms.

19. Contact Details

Any required or permitted notices hereunder must be given in writing (a) if to MyVitalScan, by E-mail to the following address: support@MyVitalScan.ca; and (b) if to you by e-mail to the e-mail address with which you registered for the MyVitalScan Services. Notices will be deemed received within 1 business day in the region of MyVitalScan's operation.

These Terms were last updated on: May, 2022