

## **MedAtlas User Terms of Service**

These User Terms of Service (the “Agreement”) form a legal agreement between you and **MedAtlas Care** (“MedAtlas”) respecting your use of MedAtlas services as described herein and on MedAtlas’ website. BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY OTHERWISE USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you have any questions or concerns about the terms of this Agreement, please contact us at [info@medatlascore.com](mailto:info@medatlascore.com)

### **1. Definitions**

- 1.1. “Account” means the registration and other information you provide to MedAtlas described in Section 2.2 below.
- 1.2. “Client” means a user of the Services that registers on their Account that they are a Client that would like to use the Services to find, schedule and/or access Healthcare Specialist Services through the Site.
- 1.3. “Client Content” means any materials and information provided by Clients to Healthcare Specialists as a result of the Client’s use of the Healthcare Specialist Services.
- 1.4. “Healthcare Specialist” means a user of the Services that has executed an agreement with MedAtlas to provide Healthcare Specialist Services.
- 1.5. “Healthcare Specialist Content” means the support materials and other information that is provided by Healthcare Specialist to Clients (either through direct communication with individual Clients or as material posted to the Site or in the Virtual Office) through the Services.
- 1.6. “Healthcare Specialist Services” means any support and consultation services that a Healthcare Specialist may provide to a Client through, facilitated by, or initiated with, the Services.
- 1.7. “Payment Account” means the payment processor account(s) described in Section 2.2(b).
- 1.8. “Virtual Office” means the private virtual subsection of the Site through which a Healthcare Specialist provides certain Healthcare Specialist Services.
- 1.9. “Services” means the services described in Section 2.1 below.
- 1.10. “Site” means MedAtlas’ website through which Services and Healthcare Specialist Services are provided, accessible at [www.medatlascore.com](http://www.medatlascore.com)

### **2. The Services**

- 2.1. What they are. MedAtlas provides through the Site an online marketplace connecting Clients seeking medical care and consultation services, and specifically infertility therapy and consultation services, with Healthcare Specialists who can provide such support, allowing Clients and Healthcare Specialists to interact via the MedAtlas platform’s interface or other methods as may be made available by MedAtlas from time to time, including interaction to provide Healthcare Specialist Services and Healthcare Specialist Content to Clients (the “Services”). Upon the Client providing responses to a few basic questions respecting their medical condition, location, and specific areas in which they desire assistance, Client will be provided with the ability to filter through available Healthcare Specialists to find appropriate services. The Services are provided subject to the terms and conditions of this Agreement and MedAtlas’ policies posted on the Site and/or Virtual Office. The Site, Virtual Office and Services are intended only to facilitate the provision of Healthcare Specialist Services via MedAtlas’ online platform and its video and text chat and electronic information collaboration interface. **MedAtlas is not a provider of health care or health care support services; MedAtlas’ role is solely to facilitate the availability of the Site, Virtual Office and Services to Healthcare Specialists and Clients. MedAtlas is not a contracting agent or representative of any Healthcare Specialist or Client. Healthcare Specialists are independent contractors, making use of the Site to enhance their own separate business.**
- 2.2. Registration and Other Preliminaries to Accessing the Services.
  - (a) provide up-to-date, complete and accurate registration information, which may include your first and last name, your address, your phone number, your age, and your valid email address, and your Access

Information, as described in Section 2.3 below. **If you are not over 18, your parent or guardian must enter into this Agreement and provide your details as well as their details, together with their consent to your use of the Site, Virtual Office and Healthcare Specialist Services, and the term “Client” and “you” or “your” will be interpreted as applying to either or both the minor Client and the parent/guardian in this Agreement, as applicable in the context;**

- (b) where required, provide up-to-date, complete and accurate account information for MedAtlas' preferred payment processor that is valid and legally registered to you; as a Client, you must ensure that you have sufficient funds to pay for Healthcare Specialist Services that you request, and as a Healthcare Specialist, you must ensure that you have sufficient funds to pay MedAtlas any applicable commission fees as described in your agreement with MedAtlas; and
- (c) be at all times in compliance with the terms and conditions of this Agreement and applicable law.

Please note that the third party payment processor used by MedAtlas may require you to input certain information that is your personal information. Such information is NOT stored by MedAtlas, and any processing and storage of such information will be done by the third party payment processor and subject to their privacy and security policies. You specifically agree that MedAtlas may rely on the accuracy of the information provided by you to MedAtlas, and that MedAtlas will have no liability whatsoever, whether to you or to any third party, for any claims or damages resulting from inaccurate information provided to MedAtlas.

- 2.3. User IDs. MedAtlas provides you with the ability to create a user ID and password (the “Access Information”). The Access Information is provided on the understanding that it is personal to you; you will not permit anyone other than you to obtain access to the Services using the Access Information, and in particular, Healthcare Specialists will not permit other Healthcare Specialists to use their Account, nor shall Clients permit other Clients to use their Account. MedAtlas is not responsible or liable in any way for any use of the Services (authorized or unauthorized) by anyone accessing the Services using your Access Information, and you accept all responsibility for such use of the Services and any consequences resulting from such use of the Services.

- 2.4. No Liability for Healthcare Specialist Services. You acknowledge that the relationship between MedAtlas, Clients and Healthcare Specialists is that of independent contractors; nothing in this Agreement shall imply that Healthcare Specialists are MedAtlas' employees or agents, nor that MedAtlas has any responsibility to assess, investigate or evaluate any individual Clients, Healthcare Specialists, Healthcare Specialist Services or Healthcare Specialist Content. **MedAtlas expressly disclaims any representation that it has any supervision, control or direction over Clients, Client Content, Healthcare Specialists, Healthcare Specialist Services or Healthcare Specialist Content, or that it can guarantee anything on behalf of the Clients or Healthcare Specialists, including without limitation, their background, qualifications, the quality of the Healthcare Specialist Services or Healthcare Specialist Content, or abilities. MedAtlas' sole responsibility under this Agreement is to provide Clients with the descriptions of Healthcare Specialist Services provided by Healthcare Specialists, enable Clients and Healthcare Specialists to interact through the Site and Virtual Office, make reasonable efforts to facilitate communications between Clients and Healthcare Specialists (including in the event of any dispute), and collect and remit payments as described in the fee section herein.** ALL ACTS UNDERTAKEN BY YOU PURSUANT TO THE SERVICES IS AT YOUR OWN RISK, AND ALL GUARANTEES AND REPRESENTATIONS MADE BY HEALTHCARE SPECIALISTS OR CLIENTS ARE THEIR RESPONSIBILITY, NOT ENDORSED BY MEDATLAS. THE SITE, VIRTUAL OFFICE AND SERVICES COMPRISE AN ONLINE PLATFORM WHICH FACILITATES THE CONNECTION BETWEEN HEALTHCARE SPECIALISTS AND CLIENTS ON THE SITE AND VIA THE SERVICES. YOU UNDERSTAND AND AGREE THAT MEDATLAS IS NEITHER A PARTY TO ANY AGREEMENT ENTERED INTO BETWEEN A CLIENT AND A HEALTHCARE SPECIALIST NOR DOES MEDATLAS HAVE ANY CONTROL OVER THE HEALTHCARE SPECIALIST SERVICES OR THE CONDUCT OF CLIENTS, HEALTHCARE SPECIALISTS AND OTHER USERS OF THE SITE, VIRTUAL OFFICE AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD. ANY MEETINGS (VIRTUAL OR OTHERWISE) BETWEEN CLIENTS, HEALTHCARE SPECIALISTS OR ANY OTHER THIRD PARTIES

AND ANY PURCHASES OF HEALTHCARE SPECIALIST SERVICES ARE DONE AT THE PARTIES' SOLE RISK.

- 2.5. Suspension of Services. MedAtlas reserves the right to change, suspend or discontinue the Services or any part of the Services at any time, including the availability of any feature or content, account access, or any promotion offered by MedAtlas. MedAtlas may also impose limits on the Services and/or terminate or restrict your access to parts or all of the Services without notice or liability.
- 2.6. Use Services at Your Own Risk. As Client Content and Healthcare Specialist Content is created by you, and by many other people over whom MedAtlas has no control, you acknowledge that your use of the Services may result in access to references to third parties, links to third party websites or documents, and other third party information. Third party websites, documents, information, opinions, advice or statements (including those made by users of the Services) are not under the control of MedAtlas, and MedAtlas is not responsible or in any way liable for their contents, including without limitation their accuracy, reliability, copyright compliance, legality, decency, or any other aspect of their content. All content obtained through the Services is provided on an "AS IS" basis, and although MedAtlas will make reasonable attempts to respond to content complaints or complaints about other users in a timely manner, MedAtlas makes no warranties or guarantees whatsoever that content that is offensive to any one particular user will be removed, or that any particular user will be barred from using the Services. OTHER THAN TO THE LIMITED EXTENT REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL MEDATLAS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE EXPERT SERVICES OR THE SERVICES , OR ON INFORMATION OBTAINED THROUGH THE EXPERT SERVICES OR THE SERVICES (INCLUDING FROM EXPERTS, CUSTOMERS OR ANY THIRD PARTY, AND INCLUDING ANY OPINIONS, STATEMENTS OR ADVICE).
- 2.7. Healthcare Specialist Services and Healthcare Specialist Content are At Your Risk. As a Client, it is your responsibility to evaluate the accuracy, completeness or usefulness of any Healthcare Specialist Services and Healthcare Specialist Content available through the Services, or obtained from a third party linked site. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any third party website accessed through the Services and/or any other agreements entered into between you and such third party.
- 2.8. Disclaimer. You are solely responsible for providing or arranging for all equipment necessary to access and use the Site, Virtual Office and Services. **MedAtlas is only providing the platform through which Clients and Healthcare Specialists communicate, and is not responsible for: (a) any delays or cancellations in relation to Healthcare Specialist Services, (b) unsuccessful experiences with Healthcare Specialist Services, (c) any Client Content or Healthcare Specialist Content, (d) personal issues between Clients and Healthcare Specialists, (e) the effectiveness of the Healthcare Specialist Services or Healthcare Specialist Content in meeting Clients' needs, (f) pricing of the Healthcare Specialist Services or Healthcare Specialist Content, (g) issues with your computer equipment, mobile device, the Internet, or your ISP in accessing or using the Services, or (h) charges relating to your wireless network carrier or use of your mobile device in using the Services.**

### 3. Content

- 3.1. Your Submissions. The Services are designed to allow users to post and access information in both public and limited-access ways. As such, any posts, comments, suggestions for improvement, or other messages, either provided to MedAtlas directly or by posting through the Services, including any Client Content and Healthcare Specialist Content (each, a "Submission"), is: (a) if posted to a public area on the Site, considered non-confidential and may be disseminated or used by MedAtlas and by any third party accessing the Services, for any purpose whatsoever, and (b) if posted to a limited-access area on the Site or in a Virtual Office, may be disseminated or used by MedAtlas and by any third party accessing the Services for the limited purpose associated with such limited-access area. All Submissions made by you are solely your responsibility, and it is your responsibility to ensure that your Submissions do not contain

personal or private information, as defined by applicable law, either belonging to you or to any other third party, unless the person owning the personal or private information has provided their specific consent to such use. MedAtlas has no liability whatsoever related to any Submission made or accessed by you. This provision does NOT apply to personal information that is subject to MedAtlas' Privacy Policy (including your registration information) except to the extent that you make such personal information publicly available on or through the Services. Notwithstanding the foregoing, MedAtlas reserves the right to remove any Submission from the Services if such Submission violates this Agreement or any other written policy or terms of use published by MedAtlas from time to time, or is otherwise objectionable, as determined by MedAtlas, in its sole discretion.

- 3.2. License to MedAtlas Content. Subject to your compliance with the terms and conditions of this Agreement, MedAtlas grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any MedAtlas content solely for your personal and non-commercial purposes; and (ii) to access, modify, edit and download any Client Content or Healthcare Specialist Content to which you are permitted access, subject to any permission restrictions imposed on such content by the owner of such content, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Virtual Office, Services or any content (whether MedAtlas content, Client Content or Healthcare Specialist Content), except as expressly permitted in this Agreement.
- 3.3. License to Healthcare Specialist Content and Client Content. By making any Healthcare Specialist Content or Client Content available on or through the Site, Virtual Office or Services, you hereby grant the following license to MedAtlas, which MedAtlas may exercise solely in connection with the Services, including its promotion of the Services, directly or indirectly: a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense to other users of the Services (including Clients and Healthcare Specialists), to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Healthcare Specialist Content and Client Content, subject to any privacy restrictions as described in Section 6. MedAtlas does not claim any ownership rights in any Healthcare Specialist Content or Client Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your own content.
- 3.4. Responsibility for Content. You acknowledge and agree that you are solely responsible for all content that you make available through the Site, Virtual Office or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all content that you make available through the Site, Virtual Office or Services or you have all rights, licenses, consents and releases that are necessary to grant to MedAtlas the rights to use such content as contemplated under this Agreement; and (ii) neither your content nor your posting, uploading, publication, submission or transmittal of such content or MedAtlas' use of your content (or any portion thereof) on, through or by means of the Site, Virtual Office or Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

#### **4. Rules for Using the Services**

- 4.1. Your Obligations. Your use of the Services is conditional upon you following the rules below. Without limiting the below restrictions, you agree not to violate any applicable laws, the rights of others, or the operational and security mechanisms of the Services.
  - (a) **Keep your Access Information to yourself.**  
You will not permit anyone other than you, as an individual, to obtain access to the Services through your MedAtlas account or otherwise using your Access Information.
  - (b) **Use the Services in a legal manner.**

You must only use the Services in accordance with this Agreement and applicable law, and you represent and warrant that you have the right and the authority to enter into this Agreement and to use the Services. You must comply with the terms and conditions of any agreements entered into between you and any third party (including without limitation Internet service providers), and to the extent that such agreements impose additional restrictions respecting your use of the Services (whether by reason of usage limitations or otherwise), you will use the Services in compliance with such restrictions.

**(c) Be civil and respectful.**

You will at all times during your use of these Services and your transactions and interactions with other users, act in a civil, courteous and respectful manner, and will not take any action that could reasonably endanger or damage the health, well-being or property of MedAtlas, other users of the Services or any third party with whom you may have contact in connection with the Services.

**(d) Be truthful and accurate.**

You must ensure that any information that is provided to MedAtlas and other users through the Services pursuant to this Agreement is true, accurate, current and complete, to enable Clients to assess accurately whether or not the Healthcare Specialist Services and Healthcare Specialist Content will be reasonably suitable for their needs, to allow Healthcare Specialists to effectively provide Healthcare Specialist Services to Clients, and to enable MedAtlas to provide the Services.

**(e) Respect the rights of others.**

You must ensure that you have the right, and have obtained all relevant permissions, to provide MedAtlas with any content that you may post, and you must handle any information you obtain about other users as a result of the Services in accordance with the privacy and confidentiality provisions of this Agreement.

**(f) Don't use the Services to harm anyone or to commit crimes.**

You must not in any way use the Services to: (i) harass, abuse, defame, defraud, or deceive any other users or other third parties, (ii) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, (iii) engage in defamatory, obscene, pornographic, vulgar or offensive behaviour or activities, or (iv) to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any harassment, any infringement of intellectual property rights, any fraudulent activities, any deceptive impersonation, any activities involving the exploitation of children, or any activities that violate any third party's privacy rights.

**(g) Be responsible.**

You will be solely responsible for all activities with respect to activities undertaken by you through the Services, including accessing and posting content, and you will perform those activities to the best of your abilities, in a professional manner. Without limiting the foregoing, Healthcare Specialists must provide Healthcare Specialist Services in a manner consistent with the highest standards of their industry, and in accordance with their applicable professional requirements.

**(h) Use the Services only for the purposes for which it is intended.**

You will use the Services only for the intended purposes, which includes not using the Services to provide to third parties, for a fee or other consideration, a product or service whose value derives, entirely or substantially, from the functionality of the Site or Virtual Office, other than the Healthcare Specialist Services provided to Clients through the Site.

**(i) Don't harm any security or computer systems.**

You will ensure that your use of the Services does not interfere with, degrade, or adversely affect any software, system, network or data used by any person including MedAtlas and other users of the Services (including by ensuring that you do not upload any viruses or other harmful code in using the Services). This includes not: (i) taking any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfering or attempting to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypassing, circumventing or attempting to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) running any form of auto-responder or "spam" on the Services; (v) using manual or automated software, devices, or other processes to "crawl" or "spider" any page of our websites; (vi) harvesting or scraping any content from the Services; or (vii) otherwise taking any action in violation of our guidelines and policies.



(j) **Don't spam.**

You must not make any Submissions that would constitute unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"). You must also refrain from using the Services in any way connected with any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation.

(k) **Help to investigate.**

You will cooperate with MedAtlas and provide information requested by MedAtlas to assist MedAtlas and/or relevant authorities in investigating or determining whether there has been a breach of this Agreement or applicable law.

## **5. Healthcare Specialist Services and Fee**

- 5.1. Healthcare Specialist Services used through the Services are subject to amounts to be paid in exchange for the Healthcare Specialist Services to be provided by the Healthcare Specialist, as described on the Site in relation to such Healthcare Specialist (such as Healthcare Specialist's hourly or package rate, cancellation fees as described in a Healthcare Specialist's cancellation policy, etc.). By using the MedAtlas Site, Virtual Office or Services as a Client, you agree to make all of applicable payments respecting Healthcare Specialist Services and Services to MedAtlas, in accordance with MedAtlas' payment policies posted on the Site or otherwise provided to you in writing. As a Client, by submitting a request for Healthcare Specialist Services, you authorize MedAtlas to charge your Payment Account for the amount of the applicable fees for your Site and Services usage (which may be a percentage of the fee for the Healthcare Specialist Services), as well as the fee for any Healthcare Specialist Services received by the Client.
- 5.2. Nothing herein shall obligate any Healthcare Specialist to accept any Client request for Healthcare Specialist Services. Healthcare Specialist shall be entitled to refuse to provide Healthcare Specialist Services to any Client if the Client has breached, or is in breach, of any portion of Section 4 herein, and in the event of such refusal, the Client has no right to any refund of the Healthcare Specialist Services fee relating to the Healthcare Specialist Services session in which the Client engaged in such breach. Clients shall be entitled to refuse to accept any Healthcare Specialist Services from any Healthcare Specialist if such Healthcare Specialist has breached, or is in breach, of any portion of Section 4 herein.
- 5.3. In the event of any refusal under Section 5.2, the refusing party shall immediately notify MedAtlas of the breach by the other party. MedAtlas will review all such issues and will, in its sole discretion, take appropriate steps to address such breach, which may include the suspension and/or termination of the Accounts of one or more of the parties involved, and accepting or rejecting, in its sole discretion, any refund request based on such breach. If a refund is accepted, the appropriate amount will be returned (and/or the applicable credit card charge will be reversed). Except as expressly set forth herein, MedAtlas' sole responsibility shall be to provide the Client and the Healthcare Specialist with contact information to allow such Client and Healthcare Specialist to directly resolve any outstanding issues, and to provide reasonable assistance to the parties in facilitating a mutually agreeable resolution.

## **6. Privacy and Confidentiality**

- 6.1. Privacy Policy. Your personal information will be handled in accordance with MedAtlas' Privacy Policy. To view MedAtlas' Privacy Policy, please visit the following URL: [www.medatlas.com](http://www.medatlas.com). Notwithstanding the foregoing, MedAtlas reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.
- 6.2. Consent to Information Use. Additionally, by submitting personal information to MedAtlas pursuant to this Agreement, including without limitation your name and e-mail address, you consent to the collection, processing, transmission and disclosure of such information by MedAtlas for the purposes of MedAtlas' provision of the Services and MedAtlas' internal use and specifically the purposes for which such information has been requested. You specifically agree that MedAtlas may disclose such information to

third parties (including between Clients and Healthcare Specialists, as appropriate) to the limited extent necessary to provide you with the Services.

- 6.3. Information Provided Between Users. You acknowledge and agree that any information provided to you in the course of using the Services (including with respect to the Healthcare Specialist Services) in relation to any other user (including name and contact information, and any health or personal related information) is to be considered the personal information of such user, is to be kept confidential by you, and is to be used by you only for the purposes of properly using the Services, including participating in the Healthcare Specialist Services. Healthcare Specialists shall also be bound by any confidentiality and privacy obligations set forth in their applicable professional code of ethics or similar regulations when performing the Healthcare Specialist Services. Any other use is strictly prohibited, unless you have the express consent of that specific user for such other use. In the event that you do not have the express permission of such user to retain such information, you agree to destroy or permanently delete such information promptly upon completion of your interactions with such user, provided that Clients may retain Healthcare Specialist Content provided to them in the course of Healthcare Specialist Services, other than any personal information relating to the Healthcare Specialist where such Healthcare Specialist requests that it be destroyed or deleted. No photographs, videos, or other types of recordings of an individual may be made or used for any reason without that individual's express prior written consent.

## **7. Intellectual Property Rights**

- 7.1. Ownership of Intellectual Property. You acknowledge that the Site, Virtual Office and Services are owned by MedAtlas, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Site, Virtual Office and Services. It is therefore your responsibility to fully comply with such laws in using and handling the Site, Virtual Office and Services.
- 7.2. Rights in Intellectual Property. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Services, or any part thereof. Your only rights to the Site, Virtual Office, Services and any part thereof shall be those rights expressly licensed or granted to you under this Agreement. Any rights not expressly granted under this Agreement are reserved. Without limiting the foregoing, you are not permitted to use, display, mirror or frame the Site or Virtual Office, or any individual element within the Site, Virtual Office or Services, MedAtlas' name, any MedAtlas trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without MedAtlas' express written consent.
- 7.3. Third Party Intellectual Property. All intellectual property rights in third party content accessible through the Services are the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Each such third party expressly reserves all rights into such content, and the unauthorized reproduction or distribution of such third party content is prohibited by applicable law.

## **8. Disclaimer of Warranties**

- 8.1. No Warranty. THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. MEDATLAS ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES WHATSOEVER IN THE INFORMATION PROVIDED THROUGH THE SERVICES. UNDER NO CIRCUMSTANCES WILL MEDATLAS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH USE OF THE SERVICES, SITE OR VIRTUAL

OFFICE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY INFORMATION PROVIDED, AND USE OF THE SERVICES, EXPERT SERVICES, SITE AND VIRTUAL OFFICE IS SOLELY AT YOUR OWN RISK.

- 8.2. Your Sole Responsibility. MedAtlas has no special relationship with or fiduciary duty to you, and you acknowledge that MedAtlas has no control over, and no duty to take any action regarding any acts or omissions taken by you or any other user of the Services, including without limitation: (a) which users use the Services, (b) what content you or other users post on, or send through, the Services, (c) how you or any other user may interpret or use any content posted on or obtained through the Services, or (d) what actions you or any third party may take as a result of use of the Services by you or any other user. **MedAtlas makes no representations or warranties whatsoever concerning any information available through the Services, and MedAtlas will not be responsible or liable for in any way for any such information, including its accuracy, suitability for your needs, quality or reliability (whether in individual or aggregate form), or the timeliness or currency of any data obtained through the Services.** You are solely responsible for evaluating whether the information obtainable through the Services suits your needs.

## 9. Limitation of Liability

- 9.1. Limited Damages Only. The only type of damages that can be recovered against MedAtlas arising from or related to this Agreement including without limitation in relation to the provision of the Services, shall be your direct damages, if any, arising as a result of MedAtlas' gross negligence or wilful misconduct. IN NO EVENT WILL MEDATLAS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SITE, VIRTUAL OFFICE OR SERVICES EXCEED THE AMOUNT OF ALL AMOUNTS YOU HAVE PAID IN CONNECTION WITH YOUR RECEIPT OF HEALTHCARE SPECIALIST SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR FIVE HUNDRED DOLLARS (CAD\$500.00) (WHICHEVER IS LESS). MEDATLAS SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF THE SERVICES.
- 9.2. No Indirect Damages. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDATLAS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, COMPUTER OR MOBILE DEVICE FAILURE, PROBLEMS, LOSS OR DAMAGE ASSOCIATED WITH ANY USE OF THE SERVICES, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT) WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF MEDATLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 10. Indemnification

- 10.1. Your Responsibility to Indemnify. You agree to indemnify, defend and hold harmless MedAtlas, its parents, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) your use or misuse of the Services, (b) any breach of this Agreement by you, (c) the infringement by you, or any third party obtaining access to the Services using your Access Information, of any intellectual property or other right of any person or entity, or (d) your violation of any third-party rights or any applicable laws. MedAtlas reserves the right, at your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with MedAtlas, at your expense, in asserting any available defences.



## 11. Termination

- 11.1. Termination by You. You may terminate this Agreement at any time upon notice to MedAtlas. Upon any termination of this Agreement for any reason (whether by you or by MedAtlas), you must cease all use of the Services.
- 11.2. Termination by MedAtlas. MedAtlas reserves the right, in its sole and complete discretion, to revoke your authorization to use the Services at any time with or without cause, for any reason or no reason. Upon termination of your account, your right to use the Services, access any information through the Services, and use any materials obtainable through the Services will immediately cease. Any fees paid by you, if any, are non-refundable. All restrictions contained in this Agreement shall survive the termination of your right to use the Services.
- 11.3. Additional Remedies. Without limiting other remedies, MedAtlas may limit your activity, warn other users of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your account and refuse to provide Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) MedAtlas is unable to verify or authenticate any information you provide; or (c) MedAtlas believes that your actions may cause financial loss or legal liability for you, other users or MedAtlas.
- 11.4. Legal Investigation. MedAtlas reserves the right to investigate suspected violations of this Agreement. You hereby authorize MedAtlas to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations and (2) system administrators at Internet service providers and your Accounts in order to enforce the terms and conditions of this Agreement.
- 11.5. Non-Exclusive Remedies. The above-described actions are not MedAtlas' exclusive remedies and MedAtlas may take any other legal, equitable or technical action it deems appropriate in the circumstances. MedAtlas will not be liable for any damage caused by the termination of this Agreement.

## 12. General Provisions

- 12.1. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out in this Agreement. However, MedAtlas reserves the right, in its sole discretion, to modify or replace any terms of this Agreement, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on our website or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. While MedAtlas will provide notice of modifications, it is also your responsibility to check this Agreement and any rules posted on the Services periodically for changes. Your continued use of the Services following notification of any changes to this Agreement constitutes acceptance of those changes. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Site, Virtual Office and Services.
- 12.2. Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without MedAtlas' prior written consent, which consent may be delayed or withheld by MedAtlas in its sole discretion. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. MedAtlas may assign or transfer this Agreement, in its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 12.3. Governing Law. This Agreement is governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations

Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement or to any contracts relating to goods or services obtained through this site.

- 12.4. Electronic Agreement. You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by MedAtlas to show your acceptance of this Agreement and/or your agreement to use the Services), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 12.5. Invalidity of Provisions. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.
- 12.6. English Language. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.
- 12.7. Capacity to Enter Into Agreement. If you are residing in a jurisdiction which restricts the use of Internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement. Furthermore, if you are residing in a jurisdiction which prohibits your use of the Services, you may not enter into this Agreement. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction that your use of the Services is allowed. You further represent and warrant that (i) you are not located in a country that is subject to a Canadian or U.S. Government embargo, or that has been designated by the Canadian or U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any Canadian or U.S. Government list of prohibited or restricted parties.

### 13. Contact

- 13.1. Contacting MedAtlas. If you have any questions regarding this Agreement, or if you have any questions, complaints, claims or other legal concerns relating to MedAtlas or its business, please contact MedAtlas at: [info@medatlascore.com](mailto:info@medatlascore.com)