

Cambian is driven by a vision and passion for a healthcare system that is focused on people and their families. We want people to have better health and better healthcare. We want clinicians to achieve improved productivity and reduced costs. We also want researchers to access essential data and achieve important discoveries. Everyone benefits when people and their families are included as partners in care and research. Our services and this agreement are designed to support the vision.

## 1 Introduction

*Cambian offers an online platform that enables collaboration between people, families, care providers, researchers, and others in the healthcare ecosystem.*

*When you use our Services, you are entering into a legal agreement and you agree to all terms in this document. You also agree to our Privacy Policy, which covers how we collect, use, share, and store your personal information.*

## 2 Obligations

*You are making several commitments to us in this Agreement, including:*

*You confirm that you are eligible to enter into this Agreement and you are at least our “Minimum Age.”*

### 1.1 Purpose

Our mission is to connect consumers and providers of healthcare services enabling them to achieve higher productivity, enhanced experiences, and better outcomes. Our services are designed to promote improved healthcare for our members by enabling you and millions of others to access services, exchange information, coordinate activities, and communicate with trusted parties.

### 1.2 Agreement

You agree that by registering, accessing or using our services (including Cambian Navigator, Cambian Coordinator, or any content or information provided as part of these services, collectively, “Services”), you are entering into a legally binding agreement. Your agreement is with Cambian Business Services, Inc. (“Cambian” or “we”).

This “Agreement” includes this User Agreement, the Cambian Privacy Policy, and other terms (e.g., Consent Agreements) that will be displayed to you at the time you first use certain features, as may be amended by Cambian from time to time. If you do not agree to this Agreement, do NOT access or otherwise use any of our Services.

Users of our Services are referred to as “Members”.

### 2.1 Eligibility

To use the Services, you agree that: you are the “Minimum Age” (defined below) or older; you will only have one Cambian account, which must use your real name; and you are not already restricted by Cambian from using the Services.

“Minimum Age” means 14 years old. However, if law requires that you must be older in order for Cambian to lawfully

provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age.

*You will keep your password a secret.*

*You will not share an account with anyone else and will follow our rules and the law.*

*You agree that we can use our websites, mobile apps, and email to provide you with important notices.*

*When you choose the option to share information, others can see, copy and use that information.*

### **3 Rights and Limits**

*You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.*

*We will honour the choices you make about who gets to see your information and content unless required by law to release it.*

#### **2.2 Membership**

Your account belongs exclusively to you. You agree to try to choose a strong and secure password, and to keep your password secure and confidential.

You are responsible for anything that happens through your account unless you close it or report misuse.

Note that for Services purchased by another party for you to use (e.g., Coordinator access bought by your employer), the party paying for the Service controls such an account (which is different from your personal account) and may terminate your access to it.

#### **2.3 Notices and Service Messages**

You agree that we may provide notices to you via the Cambian applications, email, telephone, or mail. You agree to keep your contact information up to date.

Please review your settings to control and limit what kind of messages you receive from us.

#### **2.4 Messages and Sharing**

Our Services allow messaging and sharing of information in many ways. Information that you share or post may be seen by other Members. Where we have made settings available, you can choose who can see information. Note that activities such as sending health data to a connection, are by default private and only visible to the addressee(s).

We are not obligated to publish any information on our Service and can remove it in our sole discretion, with or without notice.

#### **3.1 Consent and Your License to Cambian**

You hereby grant to and consent to Cambian collecting, using, storing and disclosing your Personal Information in accordance with the terms of the Privacy Policy and your privacy settings.

In collecting, using and disclosing your data as required by you, you agree and license Cambian to host, share, reproduce, modify, create derivative works (such as those resulting from translations, or other changes we make so that your data

works better with our Services), communicate, publish, perform, display and distribute such content (see examples below). Further, you agree to assign the same license grant for such content to any Service Provider that may be required to provide services to you, but only after authorization by you within the Services. The rights you grant in this license to your data are for the purpose of operating, promoting and improving the Services. You hereby agree that the foregoing rights granted by you under this section may be sublicensed or assigned by Cambian, in whole or in part, to third parties delivering Services to you. However, for all Service Providers, or in the cases where you have not authorized Cambian to share Personal Information with specific Service Providers, Cambian will only disclose Anonymized Data to these providers. This license grant survives you ceasing to use our Services for so long as Cambian or such third parties are legally required and permitted to have and maintain your data, and in the case where applicable law does not impose limits on this license grant, for perpetuity.

As examples only, the above license allows Cambian on its own behalf and on behalf of your Service Providers to use and disclose your data, when providing the Services: (1) to other Service Providers to schedule a visit with, send a message to, share a file with, or otherwise communicate with additional Service Providers and to send any appropriate records to these additional Service Providers on your behalf; (2) to Cambian, or Service Providers to ensure that your data is stored in medical record systems in use in the applicable jurisdiction; (3) to Service Providers to conduct administration of billing, such as through government operated plans or private insurers; (4) to other Service Providers involved in the provision of services to you, including but not limited to clinic operators, specialists, pharmacists, lab technicians, nutritionists, physiotherapists, and occupational therapists; and (5) if the disclosure is required by law, such as reporting infectious diseases pursuant to a statutory obligation, to law enforcement agencies in certain circumstances, to comply with a subpoena or court order, or for other statutory or legal purposes.

*When you see or use information via our Services, it's at your own risk.*

*You promise to only provide information and content that you have the right to share, and that your Cambian profile will be truthful.*

### **3.2 Content and Feedback**

Cambian does not represent or guarantee the truthfulness, accuracy or reliability of and Cambian takes no responsibility and assumes no liability for any content posted, stored or uploaded by you, any user of the Services, any Service Provider or any third party on, in or to the Services, or for any loss or damage arising therefrom, nor is Cambian liable for any

mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity You may encounter. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK OF BEING EXPOSED TO SUCH MATERIAL.

By submitting suggestions or other feedback regarding our Services to Cambian, you agree that Cambian can use and share (but does not have to) such feedback for any purpose without compensation to you.

*We may change or discontinue any of our Services. We cannot promise to store or keep showing any information you have posted.*

### **3.3 Service Availability**

We may change, suspend or end any Service, or change and modify prices prospectively at our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

Cambian is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

*We have the right to limit how you connect and interact on our Services. We are providing you notice about our intellectual property rights.*

### **3.4 Limits**

Cambian reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. Cambian reserves the right to restrict, suspend, or terminate your account if Cambian believes that you may be in breach of this Agreement or law or are misusing the Services in any way.

Cambian reserves all of its intellectual property rights in the Services. For example, graphics, and logos used in connection with Cambian are trademarks or registered trademarks of Cambian. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

## **4 Disclaimer and Limit of Liability**

*This is our disclaimer of warranties related to the quality, safety, or reliability of our Services*

### **4.1 No Warranty**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CAMBIAN (AND THOSE THAT CAMBIAN WORKS WITH TO PROVIDE THE SERVICES) MAKES NO REPRESENTATIONS ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CAMBIAN DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-

INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CAMBIAN PROVIDES THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

*These are the limits of legal liability we may have to you.*

#### **4.2 Exclusion of Liability**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CAMBIAN (AND THOSE THAT CAMBIAN WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES. CAMBIAN’S AND ITS SUPPLIERS’ AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE ACTUAL AMOUNT PAID BY YOU TO CAMBIAN FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL YOU RAISE ANY CLAIM UNDER THIS AGREEMENT MORE THAN TWO YEARS AFTER: (I) THE DISCOVERY OF THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM; OR (II) THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.

## **5 Termination**

*We can each end this Agreement any time we want.*

#### **5.1 Termination by Either Party**

Cambian or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. Further, you agree that Cambian shall not be liable to you or any third-party for any such termination of your right to use or otherwise access the Services.

#### **5.2 Survival of Terms**

All provisions of this Agreement that by their nature should survive termination of this Agreement shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum, and intellectual property protections and licences).

## 6 General Terms

*In the unlikely event that we end up in a legal dispute, it will take place in BC courts, applying BC law.*

*This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.*

*You may not transfer this agreement to someone else.*

*If part of the agreement turns out to be illegal or otherwise unenforceable, the remainder of the agreement will still apply.*

### 6.1 Governing Law and Venue

All disputes arising out of or relating to the Agreement will be governed by the laws of the province of British Columbia, excluding its choice of law rules, with venue in the judicial district of Vancouver, British Columbia. The Parties consent to the personal jurisdiction of, and venue in, such courts and agree that no such court is an inconvenient forum. The United Nations Convention on the International Sale of Goods will not apply.

### 6.2 Integration and Amendment

This Agreement expresses the entire understanding between the parties and supersedes all prior oral and written understandings, communications, or agreements relating to the subject matter hereof. A party has not relied on any statement or representation by an employee or agent of the other party in entering into this Agreement. Except as permitted herein, this Agreement may not be modified or any term or condition waived except in a written document signed by a duly authorized representative of each party. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. Headings are for convenience only and do not affect the interpretation of any provision hereunder.

### 6.3 Assignment

Neither this Agreement nor any right, obligation, or Services provided hereunder may be assigned by you without Cambian's prior written consent. Any purported assignment in violation of the foregoing is void. Subject to the foregoing, the provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns.

### 6.4 Severability

If any provision of this Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated.

*If an extraordinary event or circumstance beyond the control of the parties takes place both of us are free from liability or obligation, except with respect to the obligation to pay fees when due.*

*We agree to provide formal notices to each other if changes take place.*

## **7 Usage**

*You agree to follow our access and security guidelines.*

### **6.5 Force Majeure**

Except with respect to the obligation to pay fees when due hereunder, neither party shall be deemed in default of this Agreement because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a “Force Majeure”), provided it gives reasonably prompt notice of the Force Majeure condition to the other party and uses reasonable efforts to mitigate the delay or failure.

### **6.6 Notices**

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Services. You agree that the only way to provide us legal notice is at the addresses provided in Section 8.

### **7.1 Access and Security Guidelines**

You will use your real name and your own valid email address and create your own password to gain access to the Services. You are solely responsible for ensuring the security and confidentiality of your password. You will prevent unauthorized access to or use of the Services, and notify Cambian promptly of any such unauthorized use. You are responsible for the use of the Services by you or any other person using your password. You shall ensure that your own system is secure and uses up-to-date commercially available anti-virus and security software. You will not use your access to the Services to: (1) harvest, collect, gather or assemble information or data regarding the Services or information or data of other Members without their consent; (2) access, modify or copy any data or information of the Services or other Members without their consent; (3) knowingly interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (4) harass or interfere with other Members use and enjoyment of the Services. You will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.



*You agree that you are responsible for your own data and won't include data that you don't have a legal right to.*

## **7.2 Your Data**

You are solely responsible for your data that you provide and you will not provide, post or transmit any data, information, content or material that: (1) infringes, misappropriates or violates any intellectual property rights, publicity/privacy rights or other rights of any third party, or any law or regulation; or (2) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Cambian may take any remedial action if your data violates this section; however, Cambian is under no obligation to review any data, information, content or material on the Services for accuracy or potential liability.

*You agree to not misuse the system.*

## **7.3 Use Restrictions**

You are responsible for all activities that occur under your account. You will not, and will not attempt to, do any of the following: (1) reverse engineer, disassemble or decompile any component of the Services; (2) interfere in any manner with the operation of the Services or the hardware and network used to operate the Services; (3) transfer any of your rights under this Agreement, use the Services for the benefit of a third party or operate a service bureau; (4) modify, copy or make derivative works based on any part of the Services; (5) otherwise use the Services in any manner that exceeds the scope of use permitted under Section 2a; (6) use the Services in any way that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (7) use the Services in any way that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, national or international law; (8) use the Services in any way that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party anywhere in the world; (9) use the Services in any way that discloses personal information about another person, unless permitted by this Agreement or that impersonates any person or entity or otherwise misrepresents Your affiliation with a person or entity; (10) use the Services in any way for unsolicited promotions, political campaigning, advertising or solicitations; (11) use the Services in any way that introduces or spreads viruses, corrupted data or other harmful, disruptive or destructive files in to the Services or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (12) use the



Services in any way that, in the sole judgment of Cambian, is objectionable or which restricts or inhibits any other person from using or enjoying the Services or which may expose Cambian or its Users to any harm or liability of any type, or creates or imposes an inappropriate load or creates large bandwidth-consuming transactions on the Services.

*You agree not to use the information for competitive services.*

#### **7.4 No Competitive Use**

You may not subscribe to, use or access the Services if you are (or are engaged by) a competitor of Cambian, except with Cambian's prior written consent. You may not copy or use the information, content or data on Cambian in connection with a competitive service (as determined by Cambian). You also may not copy, modify or create derivative works of the Services or any related technology. In addition, you may not subscribe to, use or access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

*You agree that we can suspend or cancel your account.*

#### **7.5 Suspension or Cancellation of Your Use**

In addition to any other right or remedy that Cambian may have under this Agreement or at law, Cambian may terminate or suspend your access and use of the Services without prior notice for any reason, but Cambian will confirm such termination or suspension by subsequent notice to you.

*You agree that you are responsible for external costs associated with your use of your account.*

#### **7.6 External Costs**

You are responsible for any claims, fees, fines, penalties and other liability incurred by us or others caused by your use of the Services.

## **8 Contact Information**

*Please feel free to contact us if you have any questions.*

#### **8.1 Online**

You can reach us at [www.cambian.com](http://www.cambian.com) or at [info@cambian.com](mailto:info@cambian.com)

#### **8.2 Mail**

Cambian Business Services, Inc.  
Suite 1690, 13450 – 102nd Ave,  
Surrey, BC, V3T 5X3, Canada