

## **Terms of Service (Beta)**

*Last updated: October 17, 2025*

### **1. Acceptance of these Terms**

By downloading, accessing, or using Foresee and related services (the “App”), you agree to these Terms of Service (the “Terms”). If you do not agree, do not use the App. If you access using Single Sign-On (Google or Apple), you also agree to their terms.

### **2. Who we are and how to contact us**

Capacity Creator Corp. (the “Company”, “we”, “us”, “our”) provides wellness and productivity features through the App.

Contact:

Capacity Creator Corp.,  
[INSERT MAILING ADDRESS].

Email: [melanie@capacitycreator.com](mailto:melanie@capacitycreator.com)

We may update contact details within the App or on our site from time to time.

### **3. Eligibility and accounts**

- You must be at least 18 years old to use the App.
- Create an account using email and password or Single Sign-On. You are responsible for your credentials and all activity under your account. Tell us promptly if you suspect unauthorized use.
- In limited cases, we may ask you to confirm your age or identity to protect our community. We will not collect or retain identification documents except where necessary to verify eligibility, and any such information will be handled in accordance with our Privacy Policy.

### **4. Beta program notice**

- The App is in beta and provided for evaluation only. Features may change, may be limited, and may be disabled or withdrawn without notice.
- We may collect additional diagnostics, crash data, and performance information to improve reliability and user experience during beta.

- Beta features are not guaranteed to be included in any future commercial release.
- We may invite you to participate in surveys, user research, or feedback sessions. Participation is voluntary.

## 5. Non-medical information only

- The App provides general wellness and productivity information only. It does not provide medical, psychological, or other professional advice. It is not a substitute for advice, diagnosis, or treatment from a qualified professional.
- If you have a health concern, consult a qualified professional. If you think you may have a medical emergency, call 911 or your local emergency number. If you are experiencing a mental health crisis, contact the Canada Suicide Prevention Service at 1-833-456-4566 (24/7).
- We do not diagnose, treat, or prevent any medical condition. Features that reference stress, burnout, or wellness are informational only.
- Do not rely on the App for time-sensitive or critical health decisions.

## 6. Your licence to use the App

- We grant you a limited, revocable, non-exclusive, non-transferable licence to use the App for personal, non-commercial purposes in accordance with these Terms.
- You must not: copy, modify, adapt, translate, reverse engineer, decompile, or create derivative works from the App; access it without authorization; scrape, crawl, or extract data using automated means; or use it for unlawful, harmful, abusive, or fraudulent activity.
- Keep your device and operating system up to date. The App may require the latest version to function properly.
- This licence terminates automatically if you breach these Terms.

## 7. Integrations and optional connections

- Health data: Apple HealthKit and Google Fit/Health Connect integrations are optional and category-based. We only access categories you explicitly authorize for features you choose to use. We do not use health data for advertising or sell it to third parties.
- Spotify: You may optionally connect Spotify to personalize listening-related features. You can disconnect at any time in your settings or within Spotify.
- Other integrations may be offered. By connecting an integration, you authorize us to access and process data necessary to provide the selected features.
- You may revoke permissions at any time through your device settings, the App settings, or the third-party service. Revoking permissions may limit or disable certain features.
- We are not responsible for the availability, accuracy, or security of third-party integrations.

## 8. On-device processing

- Burnout score processing occurs on your device by default and is not uploaded to our servers.
- If we later introduce secure syncing, we will seek additional consent and implement safeguards before any such processing.
- You may disable certain on-device processing features in your settings. Disabling these features may affect App functionality.

## 9. Content you provide

- You retain ownership of content you submit to the App. You grant us a worldwide, non-exclusive, royalty-free licence to host, process, and display your content solely to operate, maintain, and improve the App and provide requested features.
- You are responsible for your content and must ensure you have the necessary rights to submit it. Do not submit unlawful, infringing, or harmful content.
- We reserve the right to review, remove, or refuse to display content that violates these Terms or applicable law, though we have no obligation to monitor content.
- You may delete your content at any time through the App settings or by contacting us. Deletion is subject to the retention practices described in the Privacy Policy.

## 10. Data export and deletion

- You may request a copy of your data in a portable format by contacting us. We will respond within a reasonable time.
- You may request deletion of your account and associated data through the App settings or by contacting us. Deletion is subject to legal retention obligations and the practices described in the Privacy Policy.
- After deletion, we may retain anonymized or aggregated data for analytics and improvement purposes.

## 11. Software updates

- The App may automatically check for and install updates. Certain features may not function unless you install the latest version.
- Updates may change, remove, or add features. Continued use after an update constitutes acceptance of the updated App. If you do not agree with an update, your sole remedy is to discontinue use of the App.
- You may disable automatic updates through your device settings, but doing so may impair App functionality or security.

## 12. Payments and subscriptions

- During beta, the App is provided at no charge. After beta, we may offer subscriptions or in-app purchases (e.g., via Apple App Store or Google Play). Pricing, renewal, cancellation, and refunds will be shown at purchase and supplemented by the applicable app store's terms.
- Subscriptions automatically renew unless cancelled before the renewal date. You are responsible for managing your subscription through the applicable app store.
- Refunds are subject to the app store's refund policy. We do not control app store billing or refunds.
- If we offer direct billing in the future, separate payment terms will apply and will be presented before purchase.
- All fees are in Canadian dollars unless otherwise stated. Taxes may apply.

### 13. Privacy

- Our Privacy Policy [INSERT PRIVACY POLICY URL] explains how we collect, use, disclose, and protect personal information, including any beta telemetry, crash data, and retention practices. It forms part of these Terms by reference.
- We do not conduct third-party targeted advertising in beta.
- By using the App, you consent to the collection and use of information as described in the Privacy Policy.

### 14. Third-party services

- We rely on service providers (e.g., hosting, storage, diagnostics, email delivery, authentication, crash logging, security monitoring). We do not control third-party terms and are not responsible for their acts or omissions.
- Your use of integrations (e.g., Spotify, Apple, Google) is governed by their terms in addition to these Terms.
- The App may contain links to third-party websites or services. We do not endorse or assume responsibility for third-party content, privacy practices, or terms.

### 15. Ownership and intellectual property

- The App, including software, code, design, trademarks, logos, and content (other than your content), is owned by Capacity Creator Corp. or our licensors and is protected by intellectual property laws. All rights not expressly granted are reserved.
- Feedback you provide (including feature requests, suggestions, or bug reports) may be used by us without obligation. You assign to us any rights needed for us to use feedback to improve the App and our services.
- You may not use our trademarks, logos, or branding without prior written consent.

## 16. Acceptable use

You agree not to:

- Violate any applicable law or regulation
- Interfere with or disrupt the App, its servers, networks, or security features
- Attempt to gain unauthorized access to the App, other accounts, or our systems
- Use the App to transmit malware, spam, viruses, or harmful content
- Misuse integrations or attempt to access data beyond what you have been authorized to use
- Impersonate another person or entity, or falsely state or misrepresent your affiliation
- Use the App for any commercial purpose without our prior written consent
- Circumvent or disable any security, access control, or usage limits
- Harvest, scrape, or collect information about other users without consent
- Use the App in a manner that could damage, disable, overburden, or impair it

## 17. Suspension and termination

- We may suspend or terminate your access if you breach these Terms, pose a security or legal risk, misuse the App, engage in conduct harmful to us or other users, or if required by law. We may do so without prior notice where reasonably necessary.
- Upon suspension, you may lose access to your account and data. Upon termination, we may delete your account and data in accordance with the Privacy Policy.
- You may stop using the App at any time. To close your account, use the App settings or contact us. Account closure and data handling are addressed in the Privacy Policy.
- Sections that by their nature should survive termination (including ownership, indemnity, disclaimers, limitation of liability, and governing law) will survive.

## 18. Communications and consent

- By creating an account, you consent to receive transactional emails and in-App notices related to your use of the App (e.g., account updates, security alerts, feature changes).
- We may also send optional promotional or informational communications. You may opt out of these at any time through your settings or by following the unsubscribe instructions in the email.
- We will not share your email address with third parties for their marketing purposes without your consent.

## 19. Beta tester responsibilities

- As a beta tester, you may encounter bugs, errors, or incomplete features. Report issues through the App or by contacting us.

- Do not publicly disclose or discuss confidential beta features, performance data, or issues without our consent. We may request that you treat certain beta features as confidential.
- We may disable your access to beta features or the App at any time for any reason.

## 20. Disclaimers

- The App is provided “as is” and “as available”. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.
- We do not warrant that the App will be uninterrupted, error-free, secure, or meet your needs, or that defects will be corrected.
- We do not warrant the accuracy, completeness, or reliability of any content, data, or information provided through the App.
- You use the App at your own risk. Any reliance on information provided by the App is solely at your own risk.

## 21. Limitation of liability

- Except to the extent prohibited by law, Capacity Creator Corp. and its affiliates, officers, directors, employees, agents, and licensors will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, goodwill, or business opportunities, arising from or related to your use of the App or these Terms, even if we have been advised of the possibility of such damages.
- Except to the extent prohibited by law, our total liability for all claims relating to the App or these Terms will not exceed the greater of CAD \$100 or the amounts you paid to us for the App in the twelve months preceding the claim.
- Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability is limited to the fullest extent permitted by law.

## 22. Indemnity

You agree to defend, indemnify, and hold harmless Capacity Creator Corp. and its affiliates, officers, directors, employees, agents, and licensors from and against claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from or related to, including without limitation: your content, your breach of these Terms, your violation of any law or third-party rights, or your unlawful or unauthorised use of the App.

## 23. Dispute resolution

- Before initiating any formal proceeding, you agree to first contact us to attempt informal resolution. Send written notice describing the dispute and your proposed resolution to the contact details in the “Notices” section, below.
- We will attempt to resolve the dispute informally within 30 days of receiving your notice.
- If informal resolution is unsuccessful, either party may refer the dispute to mediation under the rules of ADR Institute of Canada, Inc. (“ADRIC”).
- If mediation does not resolve the dispute within 60 days of referral, either party may refer the dispute to binding arbitration under the rules of ADRIC. The arbitration will be conducted in the Regional Municipality of Niagara, Ontario, in English, by a single arbitrator. The arbitrator’s decision is final and binding.
- Each party bears its own costs of mediation and arbitration, unless the arbitrator orders otherwise.

#### 24. Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

#### 25. Notices

To: Capacity Creator Corp.:

[INSERT MAILING ADDRESS].

Email: melanie@capacitycreator.com

To: You

To the email or mailing address associated with your account, or by in-App notice.

- Notices are deemed given when sent by email (unless the sender is notified of delivery failure), when posted within the App, or upon delivery by an internationally recognized courier.

#### 26. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will notify you (e.g., by email or in-App notice) before the changes take effect. Changes take effect on the date stated in the notice. Continued use after the effective date means you accept the changes. If you do not agree to the changes, your sole remedy is to stop using the App and close your account.

## 27. Force majeure

We are not liable for delays or failures in performance resulting from causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, network infrastructure failures, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials.

## 28. Geographic scope

The App is controlled and operated from Canada and is intended for use by residents of Canada, excluding Quebec.

## 29. General

- Entire agreement: These Terms and the Privacy Policy are the entire agreement between you and us regarding the App and supersede all prior agreements and understandings.
- No waiver: A failure to enforce a provision is not a waiver of that provision or any other provision.
- Severability: If a provision is unenforceable, the remainder of these Terms remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.
- Assignment: You may not assign these Terms without our prior written consent. We may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganization, or sale of assets.
- No agency: These Terms do not create any agency, partnership, joint venture, or employment relationship.
- Interpretation: Headings are for convenience only. “Including” means “including without limitation”.

## 30. Contact us

If you have questions about these Terms, contact us at:

- Capacity Creator Corp., [INSERT MAILING ADDRESS]
- Email: [melanie@capacitycreator.com](mailto:melanie@capacitycreator.com)