

## **'WriteWiseAI' Terms and Conditions of Use**

Last Updated Oct 1, 2023

The ensuing Terms and Conditions of use are mutually agreed upon by You and [WriteWiseAI](#) website, owned and operated by Indimed Health Intelligence Inc (IHI Inc) ("Company," "the/our website", "we," or "us") registered in Canada with the head office address at: Suite 1240, 251 Consumers Rd, Toronto, ON, Canada, M2J4R3.

The terms and conditions delineated here, along with any documents they explicitly integrate by reference ("Terms and Conditions of Use"), govern your access to and usage of <https://wwai.ai>, encompassing any content, functionality, and services offered on or through [wwai.ai](#) (the "website"), whether as a guest or a registered user.

These Terms and Conditions of Use form a binding contract between you ("you"), whether acting as an individual or on behalf of an entity, and [WriteWiseAI](#), pertaining to your access and utilization of the Services. By engaging with the Services, you acknowledge that you have read, comprehended, and consented to abide by these Terms and Conditions of Use. If you do not agree with these terms in their entirety, you are explicitly advised not to use the Services and to cease any ongoing usage immediately.

Any additional terms, conditions, or documents that might be introduced on the Services sporadically are explicitly included within this agreement by reference. We hold the discretion, at our sole determination, to amend or modify these Terms and Conditions of Use as needed. Any alterations will be signified by revising the "Last Updated" date at the beginning of this document, and your obligation to be informed of such changes rests upon regularly reviewing these terms. Your sustained engagement with the Services after any revisions signifies your acceptance of such changes.

The Services are designed for individuals aged 13 and above. Minors, as defined by their local jurisdiction (typically those below 18), must secure the consent of, and be overseen by, their parent or guardian when using the Services. If you are a minor, it's imperative that your parent or guardian reviews and agrees to these Terms and Conditions of Use prior to your engagement with the Services.

For your records, it is advised to retain a printed version of these Terms and Conditions of Use.

### **Copyright and Content**

This website along with its content including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks") belongs to Indimed Health Intelligence Inc. and is safeguarded by Canadian copyright law and by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and

Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Except as otherwise stipulated under these Legal Terms and Conditions of Use and Canadian copyright law, this website, its Marks and its Content may not be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, disseminated, downloaded, stored in a retrieval system, transmitted or converted, in any form or by any means, electronic or otherwise, or otherwise exploited for any commercial purpose whatsoever, without the prior written consent of the copyright owner.

### **User-Generated Content and Intellectual Property Rights**

WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), offers a platform where users can submit their essays, letters, reports and other written materials including but not limited to messages, testimonials, comments, feedback (collectively called 'user generated content'), for assessment and improvement suggestions. Herein are the terms governing the submission and use of user-generated content:

- Submissions:

By submitting your written materials to our platform, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content in connection with our services, through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

- Contributions:

Our Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You are solely responsible for the content Submissions and Contributions) you submit and the implications thereof. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the content you submit.

- Intellectual Property Rights:

You acknowledge and agree that all copyrights, trademarks, and other intellectual property rights on our website and all material or content supplied as part of our website shall remain at all times vested in us or our licensors.

The material and content referred to above are for your personal use only and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or create derivative works of such material and content.

- Content Usage by WriteWiseAI:

We reserve the right to use the content submitted by users in any manner we deem appropriate, including for promotional, data analysis, research or educational purposes, without any further consent, notice and/or compensation to you or to any third parties.

Any feedback, comments, or suggestions you may provide regarding our services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit without any obligation to you.

- Privacy and Anonymity:

We adhere to a high standard of privacy and confidentiality. Any use of user-generated content will uphold the anonymity and privacy of our users as outlined in our Privacy Policy.

- Removal of Content:

We reserve the right to remove any user-generated content that violates these terms or any other guidelines, or is harmful or objectionable, at our sole discretion.

- Changes to User-Generated Content Terms:

We reserve the right to modify these terms relating to user-generated content at any time. Any changes will be updated on this page and are effective immediately upon posting.

- Contact:

For any queries regarding user-generated content and intellectual property rights, please reach out to us at 'info@wwai.ai'.

By submitting your content to WriteWiseAI, you acknowledge and agree to abide by these terms governing user-generated content and intellectual property rights.

## **Legal Disclaimer**

The information on this Website is proffered as general information and does not constitute official/professional IELTS writing guidance. If you require official/professional advice on IELTS writing, you should contact an accredited professional on the Internet or in your province or territory.

The information provided on this website is for general information and education on IELTS essay writing and assessment only.

By visiting this website, you have not retained WriteWiseAI to provide professional advice, and the information on the website should not be considered a substitute for professional advice. WriteWiseAI makes no warranty regarding the accuracy, validity, timeliness or completeness of any information on this website or any website that can be accessed through this website.

WriteWiseAI assumes no liability for any damages whatsoever, including, without limitation, indirect, special, consequential, punitive or incidental damages of any kind, whether brought in contract or tort, arising out of or in connection with this website, the inability to use this website or the use, reliance upon, or performance of any material contained in or accessed from this website, or any linked website, even if we are expressly advised of the possibility of such damages.

WriteWiseAI is not responsible for any errors or omissions, or for the results obtained from the use of any information on this website.

This website may provide links to third-party websites. Access to any third-party website from this website does not constitute an affiliation with or endorsement of such sites or their operators.

Information on this website may be altered or updated at any time without prior notice.

### **Limitations of Liability**

- General Disclaimer:

While WriteWiseAI strives to provide accurate and up-to-date information, services, and resources, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

- Service Provision:

Our services are provided "as is" without warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), does not guarantee that the services provided will be uninterrupted, timely, secure, or error-free, or that the results obtained from the use of the services will be accurate or reliable.

- Liability Cap:

In no event shall WriteWiseAI, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory,

whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

- Indemnification:

You agree to defend, indemnify, and hold harmless WriteWiseAI and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the services, by you or any person using your account and password; b) a breach of these terms, c) content posted on the services, d) your violation of the rights of a third party, including but not limited to intellectual property rights; or e) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

- Third-Party Links and Resources:

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

- Amendment of Liability Terms:

We reserve the right to amend these limitations of liability terms at any time. Any changes will be published on this page and are effective immediately upon posting.

Contact:

If you have any concerns regarding the limitations of liability, you may contact us at 'info@wwai.ai'.

Your use of the WriteWiseAI website and services indicates your acceptance of the limitations of liability set forth herein.

## **Privacy Adherence**

We esteem your privacy and adhere to the principles of PIPEDA in the collection of Personal Information from you on our website. Please refer to our full text of our Privacy Policy [here](#).

## **User Accounts and Registrations**

The ability to create a user account on WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), facilitates a personalized and enhanced experience on our website. The following terms govern the creation, maintenance, and termination of user accounts:

- Account Creation:

To create an account, you will be required to provide certain personal information, including but not limited to a valid email address and/or a secure password.

It's imperative that you provide accurate and complete information during the registration process and keep this information up-to-date.

- User Responsibilities:

As a registered user, you are responsible for maintaining the confidentiality of your account credentials. You agree to promptly notify us of any unauthorized use of your account or any other breach of security. You are solely responsible for all activities that occur under your account, whether or not you have authorized such activities.

By using the Services, you represent and warrant that:

- 1) all registration information you submit will be true, accurate, current, and complete;
- 2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- 3) you have the legal capacity and you agree to comply with these Legal Terms;
- 4) you are not under the age of 13;
- 5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services;
- 6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- 7) you will not use the Services for any illegal or unauthorized purpose; and
- 8) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

- Account Security:

We implement a variety of security measures to maintain the safety of your personal information. However, the security of your account also depends on your protection of your account credentials. We strongly advise against sharing your credentials with anyone.

- Account Termination:

You may deactivate or terminate your account at any time through the account settings, or by contacting us at 'info@wwai.ai'.

We reserve the right to suspend or terminate your account, at our sole discretion, should you violate any terms of this agreement, or any other operating rules, guidelines or policies that are published on our website.

- Data Retention:

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Upon termination or deactivation of your account, we will retain your personal data as outlined in our Privacy Policy.

We may retain identifying personal data for a maximum of 5 years after the last time a user logs into their account.

- Changes to User Account and Registration Terms:

We reserve the right to modify these terms relating to user accounts and registrations at any time. Any changes will be updated on this page and are effective immediately upon posting.

- Integration with Social Media Platforms

In utilizing our Services, you have the option to connect your account with accounts from third-party service providers ("Third-Party Accounts"). This can be achieved by:

- 1) Sharing your Third-Party Account credentials within the Services; or
- 2) Permitting us to access your Third-Party Account in compliance with the governing terms and conditions of those Third-Party Accounts.

You affirm that you have the right to disclose your Third-Party Account details to us and grant us access to these accounts. Such actions should not contravene the terms set by the third-party service provider or incur any additional fees or usage restrictions on our part.

Upon connecting to any Third-Party Accounts:

- 1) We might access, store, and display content you've shared within these accounts ("Social Network Content") for representation within the Services.
- 2) Additional data exchanges might occur between the Services and your Third-Party Accounts, subject to the notifications you receive during the linking process.

The specific information shared and its visibility are contingent upon your chosen Third-Party Accounts and the privacy settings you've established there. Be aware that should a Third-Party Account become inaccessible, or if our access gets revoked, the associated Social Network Content may no longer be available via our Services.

You retain the capability to sever the link between your Services account and Third-Party Accounts anytime. It's imperative to note that interactions with third-party service providers related to your Third-Party Accounts are strictly regulated by your agreements with these providers.

We do not actively review Social Network Content for any matters including but not limited to accuracy, legal compliance, or potential infringement. Responsibility for such content lies solely with the user. Furthermore, for the purpose of identifying contacts from your Third-Party Accounts who are also registered on our platform, we may access contact lists or email address books associated with your Third-Party Accounts.

Should you wish to disconnect from a Third-Party Account, you can do so via your account settings or by reaching out to us using the provided contact details. We will endeavor to erase data procured from such Third-Party Accounts, retaining only essential details like username and profile image linked to your account.

- Contact:

For any queries regarding user accounts and registrations, please reach out to us at 'info@wwai.ai'.

Your creation and use of an account on WriteWiseAI signify your acceptance and adherence to these terms. Ensure you understand these terms fully before creating an account on our platform.

## **Usage Restrictions**

Your engagement with the Services should align with the intended purposes set by us. It is not permissible to use the Services for any commercial pursuits unless explicitly sanctioned or endorsed by us.

While utilizing our Services, you are bound not to:

- Extract data or content from the Services, directly or indirectly, to construct any form of collection, database, or directory without our explicit written consent.
- Employ deceptive practices to mislead us or other users, notably in attempts to gain access to confidential account details such as passwords.
- Bypass or tamper with the Services' security features, including any measures that restrict content copying or enforce Service usage limits.
- Act in any manner that could tarnish, harm, or adversely affect our reputation or the Services, as determined by us.
- Utilize information from the Services to inflict harm, harass, or mistreat another individual.
- Misuse our support channels or falsely report any form of misconduct or abuse.
- Engage with the Services in ways that contravene any relevant laws or regulations.
- Frame or link to the Services without authorization.
- Transmit material, including, but not limited to, viruses or excessive spam, that disrupts the seamless operation of the Services or the enjoyment of any user.



- Employ automated systems, including data extraction tools or scripts, to interact with the Services.
- Remove any copyright or proprietary notices from the Content.
- Imitate another user or provide false user details.
- Transmit content that acts as an information collection mechanism, including "gifs", web bugs, or "spyware".
- Impose an undue strain on the Services or any associated networks or services.
- Threaten, intimidate, or harass any of our representatives responsible for providing any aspect of the Services.
- Circumvent any restrictions put in place to secure the Services.
- Replicate or modify the software or code that forms part of the Services.
- Use automated systems, including bots or offline readers, that are not permitted by standard search engine or browser operations to access the Services.
- Engage in unauthorized or false activities, including account creation, on the Services.
- Use the Services for any commercial intent without our express consent.
- Market or sell products or services using the Services.
- Transfer or sell your user profile.

Any actions contravening the aforementioned stipulations may result in the termination or suspension of your access to the Services.

### **Payment Terms**

The services provided by WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), are offered on a paid basis. Access to certain features and components of our website, including the AI-powered IELTS writing tutor WiseSensei and the IELTS essay rating service, are subject to payment of applicable fees. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time.

You agree to pay all charges at the prices then in effect for your purchases and any applicable fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the

right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

The following outlines our payment terms and related financial policies:

1- Service Fees:

The fees for our services are as stipulated on our website at the time of your purchase and are subject to change without prior notice.

2- Payment Processing:

Payments are to be made online through the payment gateways provided on our website.

We accept various forms of payment including credit cards and other online payment platforms as indicated on our payment page.

By providing payment information, you represent and warrant that the payment information is accurate, current, and belongs to you or you have authorization to use such payment method.

3- Subscription Services:

If we offer subscription-based services, these services will renew automatically for the same subscription period unless you cancel prior to the renewal date.

You may cancel your subscription as per the instructions provided on our website.

4- Refund Policy:

We strive to provide high-quality services and seek your satisfaction. However, since we provide our Services on a Pay-As-You-Go basis, once a service has been delivered, refunds will not be provided.

Any requests for refunds due to exceptional circumstances will be considered on a case-by-case basis and are at our sole discretion.

5- Chargebacks and Disputes:

In the event of a payment dispute, we encourage you to contact us directly to resolve the issue before initiating a chargeback through your financial institution.

We reserve the right to dispute chargebacks if we believe that the payment dispute is unjustified.

6- Changes to Payment Terms:

We reserve the right to amend these payment terms at any time. Any changes will be posted on this page and are effective immediately upon posting.

Contact:

If you have any questions regarding our payment terms, please contact us at 'info@wwai.ai'.

Please ensure you have read and understood these payment terms before proceeding with any purchase on our website. Your use of our services constitutes your agreement to these payment terms.

## **Modification of Services**

### **- Rights to Modify:**

WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), reserves the right at its sole discretion to modify, suspend, or discontinue at any time, with or without notice, the services offered on the website, including but not limited to the features, look and feel, educational materials, and service plans, whether in whole or in part. Your continued use of the website following any such modifications signifies your acceptance of those changes.

- Notification: Although not obligated, we may notify you of any significant modifications to the services by sending you an email or by posting a notice on our website.
- There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **Email And Other Electronic Communications**

Engaging with the website or transmitting emails to WriteWiseAI constitutes electronic interactions. You, hereby, consent to partake in electronic communications, and acknowledge that all contracts, disclosures, notifications, and other exchanges provided to you electronically, via email and on the Website, fulfill any legal mandate requiring such communications to be in written form.

We are amenable to corresponding with you via email, and various locations on this Website extend the capability for you to send an electronic message to WriteWiseAI. Any such email or other electronic interaction, however, does not instantiate a business or contractual relationship. As detailed comprehensively in our [Privacy Policy](#), we will endeavor to maintain the confidentiality of such communications, albeit we cannot assure the security thereof and cannot guarantee immunity from disclosure of such communications under a court directive.

## **User Communication**

The website may encompass chat areas, news groups, forums, communities, comment sections or other message or communication facilities or communication features devised to facilitate your interaction with the broader public or specific groups.

You concur that, when utilizing features on the website enabling communication by you, you will abstain from defaming, mistreating, harassing, stalking, threatening or infringing upon the legal rights of others.

You pledge not to publish, post, upload, disseminate or distribute any unsuitable, obscene, defamatory, infringing, indecent or unlawful topic, name, material or information, or upload files unless you possess or control the rights thereto or have procured all requisite consents.

You agree not to advertise or propose to sell or buy any goods or services for any business intent, or harvest or collect information about others, including email addresses, without their acquiescence or in violation of any pertinent laws or regulations.

WriteWiseAI bears no obligation to oversee user communications but holds the right to review materials posted to the website and to expunge any materials at its sole discretion. WriteWiseAI reserves the right to revoke your access to any or all user communication services at any time without notification for any reason whatsoever and to divulge any information as necessary to comply with any applicable laws.

## **Support Services**

### **- Support Provision:**

WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), endeavors to provide support services in a timely and professional manner to all users. Our support services are available to address your inquiries, concerns, and to provide assistance with respect to the use of our platform and services.

### **- Time Frame:**

While we strive to respond to support requests promptly, there may be instances where the response may be delayed due to high volume of requests, technical issues, or other unforeseen circumstances. We do not guarantee a specific response time.

### **- Indemnification:**

Users agree to indemnify and hold harmless WriteWiseAI, Indimed Health Intelligence Inc (IHI Inc), its affiliates, employees, agents, and service providers from any claim or demand, including reasonable attorneys' fees, arising out of or related to the delay in providing support services, the content of support provided, or any interaction with our support personnel.

### **- Harassment Policy:**

We maintain a strict harassment policy to ensure a respectful interaction between users and our support personnel. Any form of harassment, abuse, or inappropriate behavior directed towards our support personnel will not be tolerated and may result in termination or suspension of your account and/or access to our support services.

### **- Support Channels:**

Our designated support channels are the primary means for requesting and receiving support. Users are encouraged to utilize these channels for all support needs to ensure accurate tracking and timely response.

- Feedback:

We appreciate and value feedback on our support services as it helps us to continually improve our support offering and overall user experience. Feedback can be provided through the designated channels on our website or by emailing 'info@wwai.ai'.

By availing our support services, you agree to abide by the terms outlined in this section, and understand that your interactions with our support personnel should adhere to a standard of mutual respect and professionalism.

### **Modifications To The Terms Of Use**

We may amend and update these Terms of Use intermittently at our sole discretion. All modifications are effectual immediately upon posting, and pertain to all subsequent access to and usage of the website. Your ongoing use of the website post the posting of revised Terms of Use signifies your acceptance and agreement to the changes. It is advisable to review this page periodically to stay updated on any changes, as they are binding on you.

### **Dispute Resolution**

- Initial Contact:

In the event of any dispute, claim, question, or disagreement arising from or relating to the Terms and Conditions of Use or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- Arbitration:

If the parties do not reach a solution within a period of 30 days from the time informal dispute resolution under the Initial Contact is pursued, then either party may initiate binding arbitration. All claims arising out of or relating to these terms or the services will be finally settled by binding arbitration administered by a recognized arbitration body, in the English language, in accordance with the Arbitration Act applicable in the province of Ontario, Canada.

- Arbitration Location and Procedure:

Unless you and WriteWiseAI, operated by Indimed Health Intelligence Inc (IHI Inc), agree otherwise, the arbitration will be conducted in the city of Toronto, Ontario, Canada. Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration.

- **Governing Law and Jurisdiction:**

These Terms and Conditions of Use and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. You hereby consent and submit to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding pertinent to this agreement.

- **Waiver of Jury Trial and Class Actions:**

By agreeing to arbitration, you understand and agree that you are waiving your right to a jury trial to assert or defend your rights under these Terms and Conditions of Use. Furthermore, you agree that you will not be able to bring a class action or participate in a class action in court or in arbitration.

- **Exception:**

Despite the agreement to arbitrate, nothing in these Terms and Conditions of Use will prevent either party from bringing a lawsuit in a court of competent jurisdiction in the province of Ontario, Canada for injunctive or other equitable or regulatory relief.

- **Notification:**

In order to initiate arbitration, a party must provide the other party with a written Demand for Arbitration as specified in the Arbitration Act.

- **Contact:**

If you have any concerns regarding the dispute resolution process, you may contact us at 'info@wwai.ai'.

Your acceptance of these dispute resolution terms is an integral part of entering into the agreement to use the WriteWiseAI services and platform.

## **Entire Agreement**

- **Complete Understanding:**

These Terms and Conditions of Use, along with any other documents expressly referenced herein, embody the entire agreement and understanding between you and WriteWiseAI/Indimed Health Intelligence Inc (IHI Inc) with respect to the subject matter herein, superseding all prior agreements, understandings, communications, and proposals, whether oral or written, between the parties.

- **Conflicting Terms:**

In the event of any conflict between these Terms and Conditions of Use and any other document expressly referenced herein, the terms of these Terms and Conditions of Use shall prevail unless expressly stated otherwise.

- **Amendment:**

These Terms and Conditions of Use may only be amended or modified by us as posted on the website or as otherwise agreed to in writing between you and WriteWiseAI/Indimed Health Intelligence Inc (IHI Inc).

- Captions and Headings:

The captions and section headings used in these Terms and Conditions of Use are solely for convenience and reference, and shall not be used in the interpretation or construction of these Terms and Conditions of Use.

Your acceptance of this agreement is an essential condition to proceed with the use of the WriteWiseAI platform and services.

We hold the discretion to:

- 1) Oversee the Services for any breaches of these Terms and Conditions of Use.
- 2) Undertake legal measures against individuals who violate either these Terms and Conditions of Use or applicable laws, and this could entail reporting transgressions to the appropriate authorities.
- 3) At our sole judgment, decline, limit, or disable any of your Contributions, either in part or whole.
- 4) Without any obligation for notification or liability, remove or disable any files or content from the Services that are deemed oversized or potentially disruptive to our operations.
- 5) Administer the Services in a way that safeguards our interests, rights, and assets, ensuring the smooth operation of the platform.

### **Contact Information**

Your inquiries regarding the Terms and Conditions of Use are welcomed. You may reach us via the following:

Email: [info@wwai.ai](mailto:info@wwai.ai)

Address: Suite 1240, 251 Consumers Rd, Toronto, ON, Canada, M2J4R3