

# TELEMED TERMS OF USE

TELEMED INNOVATIONS INC. (“**TELEMED**” / “**WE**” / “**US**”) OWNS AND OPERATES THE TELEMED PLATFORM (THE “**PLATFORM**”) AND THE WEBSITE LOCATED AT [www.telememd.ca] (THE “**WEBSITE**”). THESE TERMS OF USE APPLY TO ALL INDIVIDUALS WHO USE THE PLATFORM, WEBSITE OR THE SERVICES, AS DEFINED BELOW (“**USERS**”) (INCLUDING ALL OF THE CONTENT ON OR AVAILABLE THROUGH THIS PLATFORM).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE OR PLATFORM YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE (“**TERMS**”). IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THE PLATFORM, WEBSITE OR ANY CONTENT OR SERVICES. THESE TERMS OF USE MAY BE AMENDED OR UPDATED BY TELEMED FROM TIME TO TIME WITHOUT NOTICE. THE TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE OF THE PLATFORM, WEBSITE OR SERVICES AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS.

IN ORDER TO USE THE WEBSITE, PLATFORM AND SERVICES (DEFINED BELOW), YOU MUST REGISTER FOR THE SERVICES AND PROVIDE CERTAIN PERSONAL INFORMATION. FOR INFORMATION ON HOW WE USE YOUR PERSONAL INFORMATION, PLEASE SEE OUR PRIVACY POLICY, THE TERMS OF WHICH FORM AN INTEGRAL PART OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THE PRIVACY POLICY DO NOT USE THE TELEMEDWEBSITE OR SERVICES

## 1. SERVICE

TELEMED is the owner of the telemedmd.ca customer relationship management and content management software-as-a-service platform which allows (i) registered physicians (“**Physicians**”) and other medical consultants to administer patient files, communicate with customers and fill prescriptions using courier delivery services; and (ii) registered patient users (“**Patients**”) to order prescription medications and communicate with their Physicians (collectively, the “**Services**”).

## 2. REGISTRATION

**2.1 Account.** Users may be required to register for an account to use the Services (Your “**Account**”). When you register for the Account, you will be required to provide certain information, which is subject to our Privacy Policy. After You have registered for an Account You can login using the email address you provided for registration. You will also be required to select a password. You are responsible for all activity occurring on Your Account, so please select a strong password. Please keep Your password secure, and do not share it with any other individual. We will not be liable for any damages caused by virtue of the compromise of Your Account or password, including any unauthorized access to Your Account or use of Your Account or any information contained therein. Please contact us immediately if You suspect or become aware of any unauthorized use of Your Account or any other breach of security.

**2.2 Eligibility.** You must be at least 18 years old to register for an Account and use the Services. The Services are only located in certain cities, as listed on the Platform, which may be amended by TELEMED from time to time. To register for an Account as a Physicians, You must (i) be a licensed physicians with the College of Physicians of Ontario; and (ii) provide delivery services to Your customers. To register for an Account as a Patient, You must (i) have a valid Canadian health card (Ontario or other province); and (ii) be an existing customer of a registered Physicians on the Platform.

## 3. USER CONTENT

**3.1 User Responsibility.** All information, data, text, software, sound, images, graphics, messages or other materials, including personal information (“**User Content**”) transmitted to the Platform by Users is the sole responsibility of Users. This means that the User, and not TELEMED, is entirely responsible for all such material uploaded, transmitted or otherwise made available by using the Platform and Services. Users are solely responsible for obtaining all necessary consents and making all necessary disclosures required in connection with any and all User content (including consents to collect, use and disclose personal information of customers under applicable privacy laws). By using the Platform and Services, You represent, warrant and covenant that You have obtained all necessary consents to collect any personal information and that You will comply with all applicable laws, including privacy laws. TELEMED does not control User Content uploaded to the Platform and as such, does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will TELEMED be liable in any way for any User Content, including, but not limited to, any errors or omissions in any materials or for any loss or damage of any kind incurred as a result of the viewing or use of any User Content posted, uploaded, transmitted or otherwise made available on the Platform.

**3.2 Ownership of User Content.** Except for the material that We license to You pursuant to Section 3 of this Agreement, TELEMED does not claim ownership of any of the materials or User Content created, transmitted, uploaded, stored or otherwise made available on the Platform by You through Your use of the Services. You hereby

grant to TELEMED a limited license to collect and store User Content for the purpose of providing the Services. You further grant TELEMED a perpetual, irrevocable, and unlimited licence to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to Platform use and other Services and User parameters and characteristics (“**Anonymous Service Data**”) in accordance with the TELEMED Privacy Policy. TELEMED shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to TELEMED any ownership interest You may have in any Anonymous Service Data.

**3.3 Feedback.** If You provide TELEMED with any suggestions, comments or other feedback (“**Feedback**”) relating to the website, TELEMED may use such Feedback in the website or in any other TELEMED products or services (collectively, “**TELEMED Offerings**”). Accordingly, You agree that: (i) TELEMED is not subject to any confidentiality obligations in respect to the Feedback, (ii) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to TELEMED, (iii) TELEMED (including all of its successors and assigns and any successors and assigns of any of the TELEMED Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any TELEMED Offerings, and (iv) You are not entitled to receive any compensation or re-imbursement of any kind from TELEMED or any of the other users of the Website or Platform.

## 4. PAYMENT

**4.1 Fees.** Physicians who use the Services agree to pay a service fee passed on the number of prescriptions issued each month, which fees will be specified to you when you register for the services on an order form (“**Order Form**”). All amounts are payable in the currency specified in the Order Form. There is no cost to use the Services as a Patient.

**4.2 Invoicing and Payment.** TELEMED will invoice Physicians electronically TELEMED. Unless otherwise stated an invoice sent to You by TELEMED, all invoiced amounts for the Services are due upon receipt of TELEMED’s invoices for such amounts. If You have enrolled in automatic billing, You shall: (i) keep your billing, credit card and payment information accurate and up to date, otherwise, TELEMED may suspend provision of the Services; (ii) promptly advise TELEMED if billing or credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for failure to pay any fees caused by Your failure to provide TELEMED with up to date billing information; and (iv) upon termination of the Services, provide TELEMED with a forwarding address for all final invoices or correspondence if Your mailing address differs from that which You provided in Your Account.

**4.3 Taxes.** Unless otherwise stated, TELEMED’s prices for the Services do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, “**Taxes**”). You are responsible for paying all applicable Taxes associated with purchases pursuant to these Terms, excluding taxes based on TELEMED’s net income or property. If TELEMED has the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be invoiced to and paid by You, unless You provide TELEMED with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.4 Fee Changes.** TELEMED may change the fees TELEMED charges for the Services at any time in TELEMED's discretion. Changes to the fees will be communicated by being posted on the TELEMED Website and will become effective at the time of posting, provided, however, any fee changes will not change subscription fees applicable to Your current subscription term, however, such fee changes will be applicable to Your next subscription renewal. If You do not wish to pay the changed fees, then Your sole recourse is to not renew Your subscription for the Service.

**4.5 Suspension of Service.** If Your account is 30 days (30) or more days overdue in the case of a yearly subscription, then in addition to any of its other rights or remedies, TELEMED shall have the right to suspend the Services provided to You, without liability to You, until such amounts are paid in full.

## 5. USER RESPONSIBILITIES AND RESTRICTIONS

You are responsible for all activity occurring on Your Account and for compliance with this Agreement. Without limiting the generality of the foregoing, You agree that You will not:

- use the Platform other than as permitted by this Agreement;
- share Your login information with any individual;
- use the Platform to send, store, publish, post, upload or otherwise transmit any information in violation of any laws, rules or regulations including those relating to and privacy, or in violation of any of Your warranties, representations or obligations under this Agreement;
- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform available to any third party;
- use the Platform to upload, collect, transmit, store, use or process any patient information or other data: (i) that You does not have the lawful right to copy, transmit, distribute, and display (ii) for which You does not have the consent or permission from the owner of any personal health information and/or any other personal information contained therein; (iii) that is tortious, defamatory, obscene, or offensive; or (iv) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;
- use the Platform to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
- continue to use the Platform in a manner that interferes with or disrupts the integrity or performance of the Platform following a notice from TELEMED of such use;
- attempt to gain unauthorized access to the Platform or its related systems or networks;
- use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Platform;
- use any data mining, robots or similar data gathering or extraction methods;
- access the Platform for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Platform; or
- copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Platform or any part thereof or otherwise attempt to discover any source code or modify the Platform, except as expressly provided for in this Agreement.

TELEMED reserves the right to terminate, limit, or suspend User access to the Platform for any User breach of these restrictions or any other violation of any other term of this Agreement.

## 6. INTELLECTUAL PROPERTY; LICENSE TO PLATFORM

The Website, Platform, Services and the information and materials contained therein (except for information and material provided by Users of the Services), are the property of telemed and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to these Terms and payment of any applicable fees, we grant You a non-transferable, non-exclusive, license to access and use the Website and Platform for Your internal business purposes use, and not for the use of any other person or individual. Nothing in the Terms gives you a right to use the brand names, trademarks, logos, domain names, and other distinctive brand features we provide the Services under without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website or Platform. Any future release, update, or other addition to functionality of the Website, Platform and Services shall be subject to the terms of these Terms.

## 7. TERM; TERMINATION

**7.1 Term.** This Agreement will commence on the date it is entered into by You ("**Effective Date**") and continue unless and until the Agreement is terminated in accordance herein, unless otherwise terminated through a partner agreement. If You purchase a subscription to the Services, Your subscription term will be indicated on Your Order Form.

**7.2 Termination by TELEMED.** TELEMED retains the right to terminate this Agreement and/or Your ability to access the Platform and Services at any time without notice to You if any of the following occur: (i) material breaches or violations of these Terms of Use; (ii) request by law enforcement or other government agencies; (iii) discontinuance or material modification to the Website and/or Platform and Services (or any part thereof); (iv) unexpected technical, security or legal issues or problems, and/or participation by You, directly or indirectly, in fraudulent or illegal activities (including, but not limited to falsification of Your credentials).

**7.3 Effect of Termination.** In the event of Termination by either Party, TELEMED reserves the right to delete any information in the User Account that it is not required by law to retain.

**7.4 Outstanding Fees.** Termination, suspension, or expiration of Your Subscription shall not relieve You of the obligation to pay any fees accrued or payable to TELEMED. Upon Termination by TELEMED under Section 7.2 **Error! Reference source not found.**, all applicable fees for the remainder of the Term shall become due immediately.

## 8. IMPORTANT DISCLAIMERS

**8.1 Information Disclaimer.** Any information or materials provided by the Website, Platform and Services, including but not limited to product names and information, are for information purposes only. There is no guarantee that any of the information provided by the Website or Platform will be applicable to You or Your customers and TELEMED does not make any representations or warranties about the effectiveness of any of the information and materials provided by the Website, Platform or Services. It is Your responsibility to ensure that any products recommended or sold are safe for Your customers. Patients should consult a physician for any and all health advice. TELEMED expressly disclaims any and all liability or responsibility for any loss, harm, injury to person or property, illness, damage or any

other claim arising as a result of User reliance on the information and material provided by the Website, Platform and Services.

**8.2 Internet Security Disclaimer.** You understand that the transmission of User Content is necessary to use of the Services. Therefore, You expressly consent to TELEMED's storage of User Content, which will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by TELEMED. TELEMED is committed to protecting Your privacy and we have safeguards in place that comply with Federal and Provincial laws, rules and regulations relative to storing personal information; however, You acknowledge and understand that User Content may be accessed by unauthorized persons when communicated across the Internet, network communications facilities, or other electronic means. TELEMED is not responsible for any User Content which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across public networks not owned or operated by TELEMED, including, the Internet and Your local network. You agree that TELEMED is not in any way responsible for any interference with Your use of or access to the Services or security breaches arising from or attributable to the Internet and You waive any and all claims against TELEMED in connection therewith.

**8.3 DISCLAIMER OF ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS.** THE INFORMATION AND MATERIALS PROVIDED ON THE WEBSITE AND PLATFORM ARE PROVIDED "AS IS." SPECIFICALLY, BUT WITHOUT LIMITATION, TELEMED DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THIS WEBSITE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) PRODUCT RECOMMENDATIONS WILL BE APPROPRIATE AND/OR SAFE FOR CUSTOMERS; (III) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (IV) DEFECTS WILL BE CORRECTED, OR (V) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TELEMED SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. TELEMED DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND TELEMED SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY.

## **9. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL TELEMED BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THIS WEBSITE OR ANY OF THE INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM

OR RELATING TO YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY EVEN IF TELEMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TELEMED'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF ANY AMOUNTS PAID BY YOU TO TELEMED IN THE TWO MONTHS PRECEDING THE DATE THAT THE CLAIM WAS FIRST MADE AGAINST TELEMED (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **10. INDEMNIFICATION**

YOU SHALL INDEMNIFY, DEFEND AND HOLD TELEMED AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE WEBSITE, YOUR USE OF THE WEBSITE, ANY VIOLATION BY YOU OF THESE TERMS OF USE, OR ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY), OR ANY VIOLATION BY YOU OF ANY APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING THE COLLECTION, ACCESS, USE, DISCLOSURE AND STORAGE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY CONSENT REQUIREMENTS THEREIN.

## **11. THIRD PARTY CONTENT**

This Website may contain advertisements and/or links to other websites that are not owned or controlled by TELEMED. TELEMED is not responsible for the content of any linked websites. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and You are responsible for determining those terms and conditions and complying with them. The presence on the website of a link to any non-TELEMED websites does not imply that TELEMED endorses or accepts any responsibility for the content or use of such websites, and You hereby release TELEMED from all liability and/damages that may arise from Your use of such websites or receipt of services from any such websites.

## **12. GENERAL**

**12.1 Enforcement of Terms and Conditions.** If any part of these Terms is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of TELEMED to exercise or enforce any right or provision under these terms of use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by TELEMED must be in writing and shall only apply to the specific instance identified in such writing. No waiver by TELEMED of any provision of these terms of use shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to this website or Your use of this website must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

**12.2 Assignment.** You may not assign the Terms, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without TELEMED's prior written consent. TELEMED may assign the terms of use, or any rights or licenses granted hereunder, at any time without notice.

**12.3 Survival.** In addition to Sections 4, 6, 7, 8, 9, 10, 12.1, 12.3, 12.4, and 12.5 all representations, warranties and conditions made by You in these terms of use shall survive the termination of these terms of use. Unless otherwise explicitly identified as terminating elsewhere in these terms of use, all licenses granted by You in these terms of use shall survive their termination. All payment obligations incurred by You prior to the termination of these terms of use shall survive their termination.

**12.4 Entire Agreement.** These Terms of Use, together with the TELEMED Privacy Policy and any applicable partner agreement, constitutes the entire agreement between the parties relating to the website and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by TELEMED.

**12.5 Export.** You acknowledge and agree that the Platform and Services may be subject to export and import controls under the regulations of Canada, the United States and other countries, and you shall comply with all export and import control regulations of such countries. You shall not use the Platform or Services for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import or use of the Platform or Services.

**12.6 Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties hereby irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting in Vancouver, British Columbia.

**12.7 English Language.** It is the express wish of the parties that this Agreement and all related documents be 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

**12.8 Contact.** If You have any questions about these Terms of Use or if You wish to make any complaint or claim with respect to the Website, Platform or Services please contact us at [support@telememd.ca](mailto:support@telememd.ca)

**Last Updated: August 1<sup>st</sup> 2022**