

# MedManager

## Terms & Conditions of Use

- 1. Use of this Portal Software:** This portal software, as may be updated or enhanced, is owned and operated by MedManager Interactive Corp. (“**MedManager**”). Your use of this portal is subject to the following terms and conditions. Please review these terms and conditions carefully before accessing and using this portal. By checking the box “Sign Agreements”, you accept, without limitation or qualification, these terms. If you do not accept these terms and conditions, you must not access or use this portal. MedManager may revise these terms and conditions at any time without notice. Use of this portal after such changes are posted will signify your acceptance of these revised terms.
- 2. Changes to the Portal & Terms and Conditions:** Information within the portal is subject to change at any time without prior notice. MedManager reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, this portal (or any part or function thereof) with or without notice to you, and shall have no liability to you or any third party for any such modifications or discontinuance. MedManager may modify, alter or otherwise update the terms and conditions applicable to this portal from time to time without notice, where such modifications, alterations and updates shall be current as of the Last Updated date above, and you agree to be bound by the terms and conditions in effect at the time you access this portal.
- 3. Timeliness and Accuracy of Information:** This portal may include brief descriptions of certain health conditions and diagnostic tests (the “**MedManager Content**”), which is provided for informational purposes only. Other than the MedManager Content, the content available on the portal is provided by non-MedManager sources. For greater certainty, MedManager cannot, and does not, guarantee the accuracy, completeness, or authenticity of the contents of this portal. MedManager shall not be responsible or liable for any detrimental reliance you place on this portal’s contents.
- 4. Portal Information Is Not a Substitute for Medical Advice:** Always seek the advice of a physician, or other qualified health care provider properly licensed to practice medicine or general health care in your jurisdiction, concerning any questions you may have regarding any information obtained from this portal and any medical conditions you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read on this portal which is not directed at your personal care by a properly qualified and licensed health care provider. Always consult with your physician or other qualified health care provider before embarking on a new treatment, diet or fitness program. Information obtained on this portal is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Any tools, calculators or quizzes provided on this portal are provided for general and illustrative purposes only, and are not, and are not intended to be a substitute for, medical advice . You should not act or abstain from acting based on any information provided by this portal. Reliance on any information on this portal is solely at your own risk.
- 5. Limitations of Portal as Communications Tool**
  - **Do not use Portal to communicate or treat medical emergencies.** This portal is not appropriate for the diagnosis or treatment of emergency medical situations of any kind. If you

have a medical emergency, call a physician, qualified health care provider or 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on this portal. Without limitation, MedManager shall not be liable for any personal injury, including death, caused by your use or misuse of the portal.

- **Portal does not create health care provider-patient relationships.** The presentation of information on this portal does not establish a health care provider-patient relationships between you and MedManager, and does not obligate MedManager to follow-up or contact users of this portal. Subscribers to the MedManager service who use the system to contact their designated healthcare providers are responsible to follow-up such communication. Without limitation, MedManager is not liable for any failure in communication between clients and their healthcare providers.
  - **MedManager does not endorse nor have any responsibility for content or providers of third party links.** The Portal contains third party content and links. Neither MedManager nor its employees or other representatives have any responsibility or liability for, and (unless clearly stated on this portal) recommend or endorse, any information or brand of products or services that may be available on this portal through such content or links. MedManager's inclusion of these links and/or materials does not signify its endorsement of the portals or the third-party information, and is in no way a suggestion that the third-party information is appropriate for your particular circumstances. Visitors who follow these links or third-party materials do so at their own risk. In addition, MedManager does not wish to be linked to or from any third-party website. MedManager reserves the right to prohibit or refuse to accept any link to this portal at any time and may remove a link without notice. You agree to remove any link to this portal you may have acquired or stored upon the request of MedManager.
6. **Privacy of Personal Health Information:** Client personal health information contained on this portal will be password protected and only authorized MedManager personnel, the client, and persons designated by the client (including the health care providers for the client) will have access to the client's personal health information. All personal health information collected on this portal will be held in the strictest confidence by MedManager in accordance with MedManager's Privacy Statement. For more information, please contact our Privacy Office at (519) 747-2492.
7. **User Name and Passwords:** To use certain features of this portal, you may be asked to create an account ("**Account**") consisting of an online user name ("**User Name**") and a password ("**Password**"). In order to receive an Account, you agree (i) to provide, true, accurate, current and complete information about yourself as prompted by a registration form; and (ii) to maintain and promptly update the information about your self to ensure it remains true, accurate, current and complete. If MedManager has reasonable grounds to suspect that such information about yourself is untrue, inaccurate, not current or incomplete, MedManager has the right to suspend or terminate your Account and your access to all or part of this portal. MedManager's use of any personally identifying information you provide as part of the registration process is governed by the terms of the Privacy Statement of MedManager. You are responsible for maintaining the confidentiality of the Password you use in association with your Account and are responsible for all activities that occur under your User Name and Password. You agree to notify MedManager immediately of any unauthorized use of your User name and/or Password or any other breach of security, and to ensure that you log out from your account at the end of each session. MedManager will not be liable for

any loss or damage arising from MedManager's failure or your failure to protect your user name or password from loss or inappropriate use.

## 8. Rules for Using this portal

- **Posting to this portal:** The Portal may provide features which allow you to participate in discussion groups, to interact with MedManager, its agents and other third party users and to upload files, documents, or other materials ("**Posting**"), including the Community Forum. MedManager does not control the content of any Posting and has no obligation to monitor any Posting. While MedManager may attempt to delete insulting, offensive or inaccurate Postings, it cannot prevent them from being uploaded and is not responsible for their content or any damages resulting therefrom. However, MedManager reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to edit, refuse to upload or to remove any Posting, in whole or in part, that, in MedManager's sole discretion, are objectionable, inaccurate, misleading or in violation of the terms and conditions. For greater certainty, MedManager will fully cooperate with any legal obligation to disclose the identity of anyone Posting threatening, libelous, obscene, pornographic, profane or otherwise offensive or illegal materials. You acknowledge that you alone are responsible for the content of Postings to this portal, your reliance on same and the consequences thereof.
- **Rules of conduct regarding Postings:** When using any of the features of this portal which may allow you to upload Postings, it is a condition of your use of this portal that you do not:
  - a) Restrict or inhibit another user from using and enjoying this portal, interfere or attempt to interfere with the proper workings of this portal or do anything which, in the sole discretion of MedManager, imposes an unreasonable or disproportionately large burden on this portal infrastructure;
  - b) Post or transmit any unlawful, abusive, defamatory or obscene information of any kind, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation;
  - c) Post or transmit any information, including, without limitation, articles, images, stories, software, or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein or derivative works with respect thereto, without first obtaining permission from MedManager or rights holder;
  - d) Post or transmit any information or material which contains a virus or other harmful component;
  - e) Post or transmit "junk mail", "chain letters", unsolicited mass mailing or "spam"; and
  - f) "Mine" or otherwise use this portal for commercial purposes, including, without limitation, posting, or transmitting any information or material which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising and pyramid schemes.
- **Communications:** Subject to any applicable law and for greater certainty, excluding any communications containing your personal health information, any communications sent by or to

you via this portal or otherwise to MedManager, are on a non-confidential basis and MedManager is under no obligation to refrain from reproducing, publishing or otherwise using them in any way or for any purpose. MedManager shall be free to use the content of any such communication, including without limitation any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including, without limitation, developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in such communications (including, without limitation, copyright, trademark, patent, unfair competition, moral rights, or implied contract) and you hereby waive the right to receive any financial or other consideration in connection with such communication including, without limitation, acknowledgement of yourself as the source of such communications. For greater certainty, MedManager shall not use or disclose your personal information without your consent.

- **Grant of license regarding Postings:** By Posting to this portal, but excluding your personal health information, you grant MedManager a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Postings for any purpose and (ii) to sublicense to third parties the unrestricted right to exercise any other of the foregoing rights. In addition to the grant of the above license, you hereby (i) waive all moral rights in your Postings in favour of MedManager, (ii) acknowledge and agree that MedManager is not responsible for any loss, damage or corruption that may occur to your Posting, and (iii) acknowledge and agree that your Posting will be non-confidential. **Although you will be provided with an alias in the Community Forum to protect your identify when Posting, we strongly advise that you make all of the content of your Postings anonymous.**

## 9. Disclaimer and Limitation of Liability

- **Disclaimer:** This portal is provided “AS IS” – in other words, to the extent permitted by applicable law MedManager makes no and actively disclaims all conditions, representations, warranties or covenants, written or oral, express or implied, regarding this portal, including, without limitation, no representation, warranty or covenant that (i) the functions of or the content made available through this portal will be of merchantable quality, fit for a particular purpose, uninterrupted or virus-free or error-free, or that the content will be accurate, complete, current, reliable, or timely; (ii) communications to or from this portal will be secure and/or not intercepted (note that any information sent or received over the Internet is generally not secure); (iii) that the Software (defined below) will be free from material defects; (iv) that the Software contains no computer viruses or other contaminants; or (v) that the Software shall process date and time-related data without causing any processing interruptions, abnormal termination or process or manipulate any time-related data. The information included in this portal is provided for informational and educational purposes only and any medical information provided should not be considered as substitute for the advice of a healthcare provider. **By using this portal, you agree that your access and use of this portal is entirely at your own risk and liability.**
- **Limitation of Liability:** To the extent permitted by applicable law, in no event shall MedManager officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind, including without limitation, any direct, special, indirect, punitive, incidental or consequential damages, and including without limitation any loss or damages in the nature of or relating to lost business, medical injury, personal injury,

wrongful death, improper diagnosis, inaccurate information, improper treatment or any other loss incurred in connection with your use, misuse or reliance upon this portal, or your inability to use this portal, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if MedManager knew of or ought to have known of the possibility of such damages.

10. **Indemnity.** You agree to indemnify MedManager and its directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of these terms and conditions, or (ii) your access to, use, misuse, reliance upon or inability to access or use this portal.
11. **Trademarks:** Certain names, words, titles, phrases, logos, and marks displayed on this portal may constitute trademarks or trade names of MedManager, its affiliates, related companies, their licensors or other third parties. Any unauthorized use of the trademarks or trade names of MedManager, affiliates, related companies and their licensors is strictly prohibited.
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  - a) All content of, including all software embedded in or located on or at, this portal, including, without limitation, all computer code of all types, including all files and/or images contained in or generated by such software (the “**Software**”), (collectively, the “**Content**”) is protected by copyright and may be protected by other rights. All Content is owned by MedManager and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited licenses herein, any use of the Content, inducing modification, transmission, presentation, distribution, republication, or other exploitation of this portal or of its Content, whether in whole or in part, is prohibited without the express prior written consent of MedManager. Subject to the terms and conditions of these terms and conditions, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use this portal and the Content for your personal, non-commercial use. You are granted the right to download, store and/or print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such content. You may not copy and/or repost items comprising the Content online other than within this Portal. You must also abide by any additional requirements governing the use of any special Content that may be set out in this portal. In the event of a conflict between the terms of a license governing specific content and these terms and conditions, the terms of the specific license shall govern.
  - b) If this portal provides Software for download, unless otherwise provided, you are hereby granted, subject to the terms of these terms and conditions and to any other specific terms and conditions that may apply to your downloading and use of such software, a personal, non-transferable, non-exclusive license to (i) install and run one copy of the Software in object code format on a non-networked computer for your personal, non-commercial use, and (ii) to reproduce the Software only as reasonably required to install, run and make reasonable backup copies as allowed by law.
  - c) Except to the extent expressly permitted in these terms and conditions, you may not (i) use, reproduce, modify, adapt, translate, upload, download or transmit the Software in whole or in part,

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13. **Use prohibited where contrary to law:** Use of this portal is unauthorized in any jurisdiction where the portal or any of the Content may violate any laws or regulations. You agree not to access or use this portal in such jurisdictions. You agree that you are responsible for compliance with all applicable laws or regulations. Any contravention of this provision (or any provision of these terms and conditions) is entirely at your own risk.
14. **Governing Law:** This portal service is located in Ontario, Canada and your access to, and use of this portal is deemed to solely occur within the Province of Ontario, Canada. Your use of this portal shall be governed by the laws of the Province of Ontario and any applicable federal laws of Canada, and the courts of the Province of Ontario shall have exclusive jurisdiction over any legal disputes relating to the portal.
15. **Waiver:** Any consent by MedManager to, or waiver of, a breach of these terms and conditions which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.
16. **Severability:** If, in any jurisdiction, any of these terms and conditions are held to be unenforceable by a court of competent jurisdiction, those terms and conditions deemed unenforceable shall be restricted or eliminated to the minimum extent necessary and the remaining terms and conditions shall otherwise remain in full force and effect.
17. **Entire Agreement:** This is the entire Agreement between you and MedManager relating to your access and use of this portal.