

Emphri Technologies Inc.

Terms of Use

Last modified: [10-08-2025]

Effective date: [10-08-2025]

This Agreement is between:

1. Emphri Technologies Inc., a corporation incorporated under the provincial laws of Ontario, with its registered address at [963 Sonoma Ct, Mississauga ON L5V 2P4] (referred to in these Terms as **“we”**, **“us”** or the **“Company”**); and
2. The disability caregiver who has registered for the use of the Product for the provision of services to a Person Requesting Support (the **“Caregiver”**); and
3. The Caregiver’s staff, and other support organizations (the **“Staff”**). The Caregiver must register an account on the Product for their staff; and
4. The person requesting support from the Caregiver and their Staff (the **“Person Requesting Support”**) (together with the Staff, and the Caregiver, collectively, each a **“User”** or **“You”**), and together with the Company, each a **“Party”**, and collectively the **“Parties”**).

1. PARTIES ACCESSING THE SITE AGREE TO BE BOUND BY OUR TERMS

These terms of use (the **“Terms”** or **“Terms of Use”**) govern your access of Emphri, and any other products created by the Company from time to time, whether accessed: (a) on a computer connected to the internet at [<https://emphri.com>] (the **“Website”**); (b) on the Company’s social media properties; and (c) via mobile device applicable (individually and collectively, (a), and (b) and (c) are the **“Product”**), as owned and operated by the Company. These Terms govern the use of User who have accessed or registered for the use of the Product, and are binding on any use of the Product, and apply to You from the time that You first access the Product. For clarification, **“You”** includes terms such as **“your”** and **“yourself”**.

2. APPROVAL OF THE TERMS; CAPACITY

It is important that You read these Terms carefully. If You do not agree to these Terms, please do not use the Product or browse the Website. By accessing or using the Product, You represent, warrant and signify that: (a) You have read, understood and agree to be bound by these Terms as they may be amended from time to time; (b) you are not a resident of Quebec, Canada; and (c) You have read and understand our Privacy Policy, which can be

accessed at [<https://emphri.com/privacy-policy>] (the "**Privacy Policy**"), the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy.

You may not use the Product nor accept these Terms if you are not of a legal age to form a binding contract with us. If You accept these Terms, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such a company or entity (and in which case "**You**" will refer to the company or entity).

Users Under the Age of 18. The Product may only be used by a person under the age of 18 ("**Minor Person**") with the following pre-conditions:

- a. The Minor Person is over the age of 13;
- b. The Minor Person's Caregiver approves of such use;
- c. The User's account is created by the Minor Person's parent or other legal guardian;
- d. If you create and maintain a User account for a Minor Person, You agree to (and represent and warrant) the following:
 - i. You will supervise the Minor Person's use of the Product at all times;
 - ii. You assume all risks associated with the Minor Person's use of the Product, including the receipt and transmission of information (including personal information and personal health information) and materials via the Product, and all other transactions related to such use of the Product;
 - iii. assume any liability resulting from the Minor Person's use of the Product; and
 - iv. agree to be bound by these Terms (both on your own behalf, and on the Minor Person's behalf).

Requirement for Caregiver to Ensure Capacity. If You are a Caregiver, You are solely responsible for ensuring that the Person Requesting Support has the required capacity to understand, and agree to be bound by these Terms. In the event that the Caregiver, or the Parent of the Person Requesting Support knows (or should know, acting reasonably) that the Person Requesting Support is unable to understand or does not have the capacity to consent to these Terms, the Caregiver or Parent, as applicable, must immediately inform the Company, and ensure that the Person Requesting Support does not use (or continue to use, as applicable) the Product.

3. Apple and Google Terms

Apple Terms and Conditions: If the Services that you use include a mobile application that you download, access and/or use and that runs on Apple Inc.'s ("**Apple**") iOS operating system (an "**iOS App**"), You acknowledge and agree that:

- a. the iOS App may only be accessed and used on a device owned or controlled by You and using Apple's iOS operating system;

- b. these Terms are between You and the Company, and not with Apple;
- c. Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact the Company, not Apple;
- d. except as otherwise expressly set forth in these Terms, any claims relating to the possession or use of the iOS App are between You and the Company (and not between You, or anyone else, and Apple);
- e. in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the iOS App infringes any intellectual property rights (“**IP Claim**”), Apple will not be responsible or liable to you in relation to that claim; and
- f. although these Terms are entered into between You and the Company (and not Apple), Apple, and its affiliates, are a third party beneficiary under these Terms (and will be deemed to have accepted the right), will have the right to enforce these terms against you.
- g. if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

Google Terms and Conditions: These Terms do not change the Usage Rules set forth in Google Play’s Terms of Service. Each User agrees that Google Inc. (“**Google**”) is not providing any warranty for the Product and is not responsible for maintenance or other support services for the Product or for any IP Claim or any other liability whatsoever under these Terms. In the event of an IP Claim, each User acknowledges that Google will not be responsible for any investigation, defense, settlement or discharge of any such IP Claim. Although these Terms are entered into between You and the Company (and not Google), Google, and its affiliates, are a third party beneficiary under these Terms (and will be deemed to have accepted the right), will have the right to enforce these terms against you.

In the event of: (i) any Product liability claims; (ii) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Apple’s HealthKit and HomeKit frameworks (if applicable), the User agrees that neither Apple nor Google is responsible whatsoever.

4. SCOPE OF SERVICE TO BE PROVIDED; FEES.

Caregiver Services. The Product enables Caregivers to provide more efficient services to the Person Requesting Support either by themselves or through their Staff (“**Caregiver Services**”).

Fees and Expenses: The fees for use of the Product as amended from time to time are set out at (<https://emphri.com/pricing>) (collectively, “**Fees**”). All Fees are non-refundable, except as expressly stated here [<https://emphri.com/pricing>].

5. ARTIFICIAL INTELLIGENCE – INCLUDING AI AGENTS; SPECIAL DISCLAIMERS

“Artificial Intelligence” or “AI” means the ability of machines to do tasks requiring high levels of discernment and specialized knowledge that are normally considered exclusive to the realm of human cognition.

“AI Outputs” means any and all services, products, data, writings, works of authorship, graphics, pictures, recordings, any electronic or other information, text or numerals, audio or visual content, or materials of any nature or description generated or derived by or on behalf of the Company, from any AI Technology, where such outputs are licensed, sold, provided to, or otherwise made available or accessible by the Company to any third party.

“AI Technology” means any and all training, self-improving, or machine learning software, algorithms, hardware or other artificial intelligence tools or aids of any kind. AI Technology includes without limitation, Emphri, the Company’s AI Self Companion, which is an AI agent designed to assist You.

Accuracy of Artificial Intelligence. You understand and agree that Artificial Intelligence is a rapidly evolving field of study. Although the Company will make a good faith effort to use reasonable AI Technology that are reasonably accurate, reliable, safe, and beneficial,

When You use any AI Technology included within the Product, you understand and agree:

- a) AI Output may not always be accurate. You should not rely on AI Output from the Product as a sole source of truth or factual information, or as a substitute for professional advice.
- b) You must always evaluate AI Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing any AI Output from the Product, or relying on it.
- c) The AI Technology may provide incomplete, incorrect, or offensive AI Output that does not represent the Company’s views whatsoever. If AI Output references any third party products or services, or any other individual or entity, it doesn’t mean the third party endorses or is affiliated with the Company.
- d) The AI Technology does not provide any regulated services, including without limited to health care services, or psychology services, and is intended for general information only.

6. AMENDMENT

We may add to, discontinue or revise these Terms or any aspect, mode, design, or service provided under the Product pursuant to the privacy legislation and regulations under the *Consumer Protection Act*, 2002, S.O. 2002, c. 30 (the “**Act**”) which include but are not limited to the:

- e) scope of the features;
- f) timing of the features;
- g) software/hardware required for access to the Product; and
- h) geographic locations or jurisdictions in which certain features may be available.

We may amend the Terms without notice for non-material amendments. In the event of a material change, we will provide the User with thirty (30) days’ notice of a material change in the Terms and conditions (including changes in pricing) via e-mail to the email address supplied to us by the User, setting out:

- a) the new or amended agreement terms;
- b) how such terms read formerly;
- c) the date of the coming into force of the amendment;
- d) the means in which You can respond and the effects of not responding;
- e) the option to either terminate the agreement or retain the existing agreement unchanged; and
- f) the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any).

We highly recommend that Users read any amendments carefully. Unless explicit consent is required by the law, we have the right to assume that You have accepted the change to the terms and conditions, unless You notify us to the contrary, no later than thirty (30) days after the amendment comes into force, that You desire to cancel the contract or deregister or unsubscribe from access to the Product.

We will post the most current Terms on the Website and your use of the Product will be subject to the most current Terms as posted on the Website at such time. It is your responsibility to visit this page to find any updates that may have been made to the Terms.

You hereby agree that the Company shall not be liable to You, your employee, or any other third party for any amendments to the Terms of Use.

7. TERMINATION

These Terms are effective on the date that You access the Product and will continue to apply until our relationship with You is terminated. Users may terminate their relationship with us by providing the Company with at least thirty days of written notice sent via email at support@aiscomp.com, or within the Product features.

We may terminate our relationship with You immediately at any time and for any reason including, but not limited to, a breach of these Terms under the following circumstances:

- a) if You have not adhered to any or all the provisions of the Terms (such as a failure to pay fees when due) or if it appears that You do not intend to or are unable to comply with the Terms, such determination to be made solely at our discretion;
- b) if we have changed our Terms or Privacy Policy and have not received your required consent, subject to the amendment provision in this Agreement;
- c) if we are required to terminate the relationship by law;
- d) if we receive any notice of your misuse of the Product; or
- e) if provision of the Product is no longer commercially viable for us.

Upon termination of our relationship, we will immediately revoke your license to use the Product and block all access to your account, and may delete all data and information associated with your account in accordance with the data retention policies under this Agreement. Upon termination of this relationship, You will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If you do not log into your account for twelve (12) or more months, we may treat your account as “inactive” and permanently cancel your account upon delivery of written notice and delete your information in accordance with the data retention policies under this Agreement.

8. USE OF THE PRODUCT

In order to use the Product features, a User must register using our registration page located within the Product.

Registration Information: You agree and understand that You are responsible for maintaining the confidentiality of your password, which, together with your name, email address (“**User ID**”), allows You to access the Product. The User ID and password, together with any other contact information You provide us at the time of signing up for the Product form your “**Registration Information**.” You agree that all Registration Information provided to us will be accurate and up-to-date. You agree to keep your password secure. We will not

be liable if we are unable to retrieve or reset a lost password. If You become aware of any unauthorized use of your password or account, You agree to notify us via email at support@aiscomp.com as soon as possible.

Amendment to Your Information: You agree and understand that material changes to your Registration Information or User Data (defined below) can be made by emailing legal@aiscomp.com or editing your application via the Product, as soon as possible.

Accounts: You may not open more than one account and you may not open an account if you are a competitor of the Company.

Permitted Uses: You agree to use the Product only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions. You agree to adhere to any applicable privacy of personal information laws and regulations, including as outlined in the privacy legislation.

Unauthorized Access: You agree to only access (or try to access) and use the Product through interfaces provided by us. You shall not access (or try to access) and use the Product through any automated means, including, but not limited to, scrapers, scripts, robots, or web crawlers. You agree not to use or attempt to use another User's account. You agree not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your personal information, or your affiliations with any person or entity.

Prohibited Uses: You may use our Website, services, and Product only for lawful purposes. You may not use our Website, services, or Product in any manner that:

- a) breaches any applicable local, national or international law or regulation;
- b) may in any way be considered harassment to another person or entity;
- c) may in any way be unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- d) may in any way damage, disable, overburden, and/or impair the Product server, or any network connected to the Product server, and/or interfere with any other party's use or enjoyment of the Product;
- e) is in any way abusive, defamatory, misleading, fraudulent, pornographic or otherwise explicit in nature or written in bad faith;
- f) harms or attempts to harm minors in any way;
- g) will reproduce, duplicate, copy, sell, resell or exploit any portion of the Product; or

- h) will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any Product customers, employees, members, or officers;

and any of the foregoing will result in immediate account termination.

You represent and warrant that You will not use the Product to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of the Website, in any manner.

Moderation: You understand and agree that although the Company is not required to moderate your use of the Product, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others.

User Responsibility: You agree that You are solely responsible for any breach of your obligations under the Terms and for the consequences of any such breach. We have no responsibility to you or to any third party for such breaches or the consequences of such breaches (including losses or damage that we may incur).

You understand that when using the Product, You may come across material that You find objectionable, offensive or indecent and agree that You are using the Product at your own risk.

Technical Requirements: Use of the Product requires internet access through your computer. You may be required to have certain product dependencies enabled to use the Product, and some features of the Product may not be accessible with such technologies disabled.

9. PRIVACY

Your privacy is very important to us. Please review our Privacy Policy. Our Privacy Policy applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and business financial information collected for the purposes of the features offered through the Product.

Use and Disclosure of Personal Information. By accessing and using the Product to receive Caregiver Services you consent to be consulted by one or more Caregiver or Staff. By providing or uploading any of your Personal Information to the Product, Caregiver or Staff, you are consenting to the collection, use and disclosure of your Personal Information for the purposes of the Caregiver and their Staff providing Caregiver Services to you and for

purposes that are consistent with those purposes. The Caregiver may ask you questions about your personal health history, present condition or symptoms. You may withdraw your consent to receive Caregiver Services at any time by ending your communication with the Caregiver or Staff. Caregiver will make every effort to keep your Personal Information private. If you wish to have information released, you will be required to sign a consent form before such information is released. You are encouraged to ask questions of the Caregiver regarding any part of the session that is conducted or recommended to you, all of which should be answered to your satisfaction. If you are not satisfied with the explanation or information provided by the Caregiver regarding any session that is conducted or recommended for you, you should not continue it or you should seek a second opinion from a health professional that is not affiliated with us. You have the right to refuse or withdraw consent at any time.

Limitations on Confidentiality of Personal Information. There are some limitations to confidentiality to which you need to be aware:

- a. **Consult with Another Caregiver.** Your Caregiver may consult with a supervisor or another Caregiver to give you the best possible service. If a Caregiver consults with another Caregiver, no identifying information such as your name would be released;
- b. **Pursuant to Applicable Law.** If the Caregiver receives a court order or subpoena, the Counsellor may be required to release some information. In such a case, the Caregiver will consult with other professionals and limit the release to only what is necessary by law.

10. THIRD PARTY LINKS

The Product may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty or guarantee by us of any such linked Website or the company it purports to represent. We do not assume any responsibility or liability for their availability, accuracy, the related content, products or services. You are solely responsible for use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding contract with any such website, You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of your actions or the actions of any user associated with your account, offering to accept or having accepted any products or services that are available from those sites.

11. INTELLECTUAL PROPERTY AND RIGHTS

Rights to content provided by us: You acknowledge and understand that subject to applicable privacy laws, we own all right, title and interest in: (a) the Product and any associated data files; and (b) all computer software; advertisements; sponsored content; and intellectual property associated with the Product (all such information, individually and

collectively, being the “**Product Content**”), which You may have access to when using the Product.

Except as set forth in the Agreement, all rights not expressly granted to You are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying the Product. You may not modify, rent, lease, loan, sell, distribute or create any derivative products or services (or parts of services products or services) based on the Product Content that You do not own or to which You have rights, or to create derivative works based on the Product. You may not infringe upon our intellectual property or adapt, reproduce, publish or distribute copies of any information or material found on the Product in any form (including by e-mail or other electronic means), without our prior written consent.

You are not required to provide the Company with any comments, suggestions, recommendations, requests, forms, or any other feedback (“**Feedback**”). In the event that you do provide the Company with Feedback, the Company may use such feedback to improve the Product or for any other purpose. Furthermore, the Company shall own such Feedback and the Company and its affiliates, licensees, clients, partners, third-party providers and other authorized entitled may use, license, distribute, reproduce and commercialize the Feedback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to the Company.

Limited license: We grant You a non-exclusive, non-transferable, revocable, limited access to use the Product in accordance with these Terms. This right may be revoked upon breach of these Terms by You and shall automatically be revoked upon termination or expiration of this Agreement.

The Company may, now or in the future, own rights to trade-marks, trade names, services marks, logos, domain names and other distinctive brand features which we use in connection with the operation of the Product (each such feature being a “**Brand Right**” and collectively being the “**Brand Rights**”). We do not grant you any right or license to use any Brand Right other than as expressly set out in these Terms and in other licenses between You and us.

Rights to content provided by you: The Company does not retain any right, title and interest to the information provided, inputted or uploaded to the Product (“**User Data**”). You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all claims, damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to the ownership of User Data.

You also understand that in order for us to operate the Product, User Data may be transmitted by You or us over various public networks and in various media in compliance

with our security protocols and we may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and your rights in User Data are enforced; we have no responsibility to protect or enforce your rights on your behalf with respect to User Data.

You understand and agree that subject to applicable law, your User Data may be permanently deleted at any time for any reason and You will no longer have access to such User Data.

Aggregate and Anonymized Data. Nothing in the Agreement will restrict Company's use, disclosure, reproduction, sale or publicity of any data that is aggregated with other anonymized data of a similar nature from other clients of Company in a manner that makes it unidentifiable as personal information or data relating to You.

12. DISCLAIMERS

As a term and condition of accessing the Product, **THE USER ACKNOWLEDGES AND AGREES TO THE FOLLOWING:**

- 1. PROVIDERS ARE INDEPENDENT CONTRACTORS.** CAREGIVERS AND STAFF ARE INDEPENDENT CONTRACTORS WHO HAVE CHOSEN TO USE THE PRODUCT TO PROVIDE CAREGIVER SERVICES TO PERSON REQUESTING SUPPORT. CAREGIVERS AND STAFF ARE NOT EMPLOYEES OR OTHERWISE ACTING ON BEHALF OF THE COMPANY IN PROVIDING THE CAREGIVER SERVICES;
- 2. PRODUCT NOT SUBSTITUTE FOR REGULATED SERVICES.** THE PRODUCT AND ARE SERVICES PROVIDED THROUGH THE PRODUCT AND THE CAREGIVERS AND THEIR STAFF ARE NOT A SUBSTITUTE FOR MEDICAL ADVICE, THERAPY OR OTHER MENTAL HEALTH SUPPORT, OR TREATMENT, INCLUDING FACE-TO-FACE CARE.;
- 3. PERSONAL HEALTH INFORMATION.** THE PRODUCT ENABLES THE CAREGIVER TO RECEIVE PERSONAL HEALTH INFORMATION AND PERSONAL INFORMATION ABOUT THE PERSON REQUESTING SUPPORT TO PROVIDE SERVICES TO YOU. FOR MORE INFORMATION ABOUT HOW THIS INFORMATION IS TREATED, PLEASE REVIEW OUR PRIVACY POLICY. IF YOU ARE A CAREGIVER, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE OBTAINED THE REQUIRED CONSENT FROM THE PERSON REQUESTING SUPPORT TO PROVIDE THE PERSONAL HEALTH INFORMATION AND PERSONAL INFORMATION TO THE COMPANY;
- 4. PRODUCT IS NOT FOR DIAGNOSIS; SOLELY FOR INFORMATION.** THE PRODUCT (INCLUDING WITHOUT LIMITATION, THE AI TECHNOLOGY) AND ITS CONTENTS ARE DESIGNED FOR INFORMATION PURPOSES ONLY AND CANNOT BE USED TO DIAGNOSE OR TREAT ANY MENTAL HEALTH PROBLEMS OR PHYSICAL PROBLEMS. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL MENTAL HEALTH CARE, HEALTH CARE SERVICES OR EMERGENCY SERVICES;
- 5. USER EXPERIENCING CRISIS.** IF THE USER EXPERIENCES INCREASED DISTRESS, LOW

MOOD, OR ANY OTHER MENTAL HEALTH PROBLEMS WHILE USING THE PRODUCT, THE USER MUST STOP USING THE PRODUCT AND SEEK PROFESSIONAL HELP IMMEDIATELY (INCLUDING, WITHOUT LIMITATION, CALLING 911 (OR THE LOCAL EQUIVALENT) OR VISITING THE USER'S LOCAL EMERGENCY ROOM;

6. **COMPANY IS SOLELY THE FACILITATOR BETWEEN A CAREGIVER AND THE PERSON REQUESTING SUPPORT.** THE COMPANY IS NOT PROVIDING ANY MEDICAL ADVICE OR ANY OTHER PROFESSIONAL SERVICES OF ANY KIND. THE USER'S USE OF THE PRODUCT IS AT THE USER'S OWN RISK. THE COMPANY'S ROLE IS LIMITED TO MAKING AVAILABLE THE PRODUCT AND THE COMPANY IS NOT A HEALTH CARE PROVIDER AND ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE. THE COMPANY IS NOT LIABLE FOR ANY MEDICAL SERVICES PROVIDED TO THE PERSON REQUESTING SUPPORT, WHICH ARE PROVIDED BY THE CAREGIVER OR STAFF. NONE OF THE CONTENT ON THE PRODUCT IS MEDICAL ADVICE OR AN ENDORSEMENT, REPRESENTATION OR WARRANTY REGARDING THE SAFETY, APPROPRIATENESS OR EFFECTIVENESS OF ANY PARTICULAR TREATMENT, MEDICATION OR SERVICE FOR ANY USER;
7. **CAREGIVERS ARE SOLELY RESPONSIBLE FOR THE SERVICES.** CAREGIVERS ARE SOLELY RESPONSIBLE FOR THE STAFF AND THE SERVICES THAT THEY EACH PROVIDE TO THE PERSON REQUESTING SUPPORT, INCLUDING COMPLIANCE WITH STANDARDS OF CARE, RECORD-KEEPING AND OTHER PROFESSIONAL OBLIGATIONS AND COMPLIANCE WITH PRIVACY LAW. THE COMPANY DOES NOT REPRESENT, WARRANT OR ACCEPT ANY LIABILITY WITH RESPECT TO ANY AND ALL CONTENT, ADVICE, NOTIFICATIONS OR OTHER INFORMATION RECEIVED THROUGH THE USE OF THE PRODUCT;
8. **EMERGENCIES – INCLUDING CALL FEATURE.** CERTAIN FEATURES OF THE PRODUCT MAY ATTEMPT TO PROVIDE ASSISTANCE IN SAFETY-RELATED SITUATIONS, SUCH AS CONNECTING YOU TO EMERGENCY SERVICES (AS AVAILABLE), IF YOU USE THE "EMERGENCY CALL" FEATURE. THE COMPANY DOES NOT GUARANTEE THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF SUCH FEATURES. THESE FEATURES ARE NOT INTENDED TO BE SOLELY RELIED UPON IN SITUATIONS WHERE MORE IMMEDIATE OR EFFECTIVE HELP IS AVAILABLE AND MAY BE OBTAINED. YOU AGREE TO USE THESE FEATURES AT YOUR SOLE RISK AND EXERCISE INDEPENDENT JUDGMENT, AND THAT THE COMPANY, ITS AFFILIATES, AGENTS, OR PRINCIPALS SHALL HAVE NO LIABILITY TO YOU FOR YOUR USE OF THESE FEATURES AND ANY RESULTING CONSEQUENCES TO THE MAXIMUM EXTENT PERMITTED BY LAW;
9. **YOU MUST NOT REQUEST SERVICES FOR A THIRD PARTY.** THE PERSON REQUESTING SUPPORT WILL ONLY REQUEST CAREGIVER SERVICES FOR ITSELF;
10. **NO RESULTS GUARANTEED; CAREGIVERS MAY DISCONTINUE SERVICES AT ANY TIME.** AS WITH ANY OTHER CONSULTATION, NO RESULTS CAN BE GUARANTEED OR ASSURED IN CONNECTION WITH THE CAREGIVER SERVICES. THE CAREGIVER MAY DETERMINE CAREGIVER SERVICES ARE NOT APPROPRIATE FOR SOME OR ALL OF THE PERSON REQUESTING SUPPORT'S TREATMENT NEEDS OR THAT HE OR SHE IS NOT PERMITTED TO

PROVIDE THE SERVICES THAT THE PERSON REQUESTING SUPPORT REQUIRES AND MAY ELECT NOT TO PROVIDE CERTAIN SERVICES TO THE PERSON REQUESTING SUPPORT. CAREGIVERS ALSO HAVE THE DISCRETION TO DISCONTINUE THE PROVISION OF CAREGIVER SERVICES TO THE PERSON REQUESTING SUPPORT AT ANY TIME AND FOR ANY REASON;

11. **MUST PROVIDE REQUIRED INFORMATION.** THE PERSON REQUESTING SUPPORT IS RESPONSIBLE FOR PROVIDING THE CAREGIVER WITH THE INFORMATION THAT HE OR SHE ADVISES IS REQUIRED IN ORDER TO PROVIDE THE PERSON REQUESTING SUPPORT WITH THE CAREGIVER SERVICES. IF THE PERSON REQUESTING SUPPORT DECLINES TO PROVIDE THAT INFORMATION, THE CAREGIVER MAY NOT BE ABLE OR WILLING TO PROVIDE THE PERSON REQUESTING SUPPORT WITH THE CAREGIVER SERVICES;
12. **PRODUCT MUST NOT BE USED FOR EMERGENCIES.** THE PRODUCT AND ANY CONTENT ON THE PRODUCT CANNOT BE USED FOR EMERGENCIES. IF THE PERSON REQUESTING SUPPORT BELIEVES THAT THEY ARE DEALING WITH AN EMERGENCY, THE PERSON REQUESTING SUPPORT MUST CALL 911 IMMEDIATELY AND/OR ATTEND THE PERSON REQUESTING SUPPORT'S NEAREST EMERGENCY ROOM;

The Product provided as-is: The Product is provided "as-is" without warranties of any kind, either expressed or implied. You acknowledge, agree and understand that You use the Product at your own risk. We will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Product. To the maximum extent permitted by law, we are not liable for damages, direct or consequential, resulting from your use of the Product, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights to the extent that such violation arises from your use of the Product because the Product is not error or bug free, you agree that you will use it carefully and avoid using it in ways which might result in any loss of your or any third party's property or information.

The User agrees that content that it makes available via the Product may be removed or altered by the Company.

Downtime: The Product may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications between You and the Product.

Caregiver Selection. The Company makes no representation or warranty as to the accuracy of the information provided by the contractor, or about any of the contractor's skills, experience, background, suitability, or education (including, any licenses).

Workplace Environment and Training for Caregiver. The Caregiver acknowledges and agrees that the Company is in no way responsible for the workplace environment or supervision of the Caregiver during Caregiver Services made through the Product. The Caregiver shall:

- a) **Responsible for Staff.** Be solely responsible and liable for the Caregiver's Staff (including, without limitation, for such Staff's breach of this Agreement);
- b) **Responsible for Verifying Identity of Person Requesting Supports; and Complying with Applicable Laws.** Be responsible for validating and verifying the identity of its Person Requesting Supports including, without limitation, any "know your client" laws, or any other laws applicable to a Caregiver providing Services to such Person Requesting Supports, and all other laws applicable to the services under this Agreement;
- c) **Responsible for Access to Staff Accounts.** Accept all responsibility for controlling the access, suspension, and termination of its Staff's accounts (including, without limitation, terminating access immediately after such Staff leaves or is terminated from its employment or contractual relationship with the Caregiver);
- d) **Responsible for Control of Activities.** Accept all responsibility for all direction, control and supervision of the Caregiver's Staff under this Agreement, and for the implementation and enforcement of any and all applicable workplace laws, standards, rules, regulations, including any procedures that may exist to prevent any misappropriation whatsoever of any Company property, including (without limitation) any intellectual property or confidential information that the Caregiver may have access to during the provision of any services;
- e) **Safeguard Premises.** Properly supervise, control, and safeguard its premises, processes, or systems;
- f) **Personal Information; Personal Health Information.** Be solely responsible (subject to applicable law) for ensuring that any Personal Information and/or Personal Health Information collected from a User by or on behalf of the Caregiver is processed, stored and otherwise handled in accordance with applicable laws and regulations;
- g) **Provide Safe Work Site; Training; Equipment.** Provide employees or contractors of the Caregiver with a safe work site and provide all appropriate information, training, and safety equipment, at the Caregiver's cost, with respect to any hazardous substances or conditions to which they may be exposed at the work site. The Caregiver acknowledges and agrees to provide any required training to an employee or a contractor, and agrees to submit to the Company, at the Company's request, evidence that training was provided to the employee or the contractor that is appropriate for the employee or the contractor to deliver the services to the highest standard; and

- h) **Cooperate with Company.** Cooperate with the Company's reasonable requests for information and direction, and on a timely basis will provide the Company with all materials reasonably required for the Company to perform its obligations under this Agreement ("**User Materials**"). The accomplishment of specific tasks and/or objectives is dependent upon the availability and accuracy of Caregiver-provided resources and information. Such information includes detailed, precise, and clear specifications relating to any services provided hereunder. Failure to make such resources available to the Company may affect the timeliness and effectiveness of the activities to be performed by the Company. The Company is not responsible for the accuracy and content of the User Materials used in the performance of the Terms.

No endorsement as to accuracy: We accept no responsibility for the accuracy of any User Data provided by or created or uploaded using the Product except as otherwise set out in these Terms. The provision or storage of User Data through the Product does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such User Data. You are responsible for ensuring that the information you have entered into our system is accurate, reliable and complete.

Monitoring: We do not accept any liability for monitoring the Website or for unauthorized or unlawful content on the Website or use of the Website by users.

No warranty as to non-infringement: Except in the manner provided for in these Terms, we disclaim, and expressly do not provide any direct or indirect, express or implied representation or warranty as to title and non-infringement of intellectual property in relation to the Product.

Damage to hardware: Any material downloaded or otherwise obtained through the use of our services and products is done at your own discretion and risk, and You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

Content provided to companies: If You are a person providing User Data that is to be directed to your organization's account, You agree and acknowledge that we accept no responsibility and are not liable for any damages that may arise by the organization's use of that User Data. You further agree and acknowledge that we are not liable for any damages that may arise if the User Data is misdirected to the wrong organization due to any reason, including error on your part or a flaw in the Product.

13. DATA RETENTION

For all Personal Information, the Company will retain such Personal Information as set out in the Privacy Policy.

For all other User Data, the Product may store your data as long as your account is current and active and for seven (7) years, or the longest period allowed by law, after our relationship with You has been terminated.

On a regular basis we create a backup of all data in our system, which is retained (subject to the Privacy Policy, for Personal Information) for seven (7) years, or the longest period allowed by law, after which it will be removed permanently from all our systems. This backup is for use by the Company only in the case of disaster recovery or to maintain business operations in the case of an emergency. The Company will not restore data unless it determines, in its sole discretion, that a data recovery is necessary.

14. REFUND POLICY

We are unable to provide refunds, except as expressly set out in this Agreement.

15. LIMITATION OF LIABILITY

You hereby agree to release, remise and forever discharge us and our directors, employees, officers, and our affiliates, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, losses, costs, claims, complaints, demands, debts, damages, causes of action, proceedings, liabilities, obligations, legal fees, costs and disbursements of any nature whatsoever, and for any special, indirect or consequential, incidental or exemplary damages (collectively, a “**Claim**”), whether in contract or tort, whether known or unknown, which now or hereafter arise from, to the maximum extent allowed by law, that relate to, or are connected with:

- a) any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses;
- b) your provision of any personal information or personal health information provided to us subject to our legal requirements relating to such data;
- c) the Caregiver’s or their Staff’s use of your personal information or personal health information;
- d) communications received to you through your access to the Product;
- e) the posting of information on the Product, Website, blog, account or any affiliated social media, including but not limited to, User Data, written reviews, pictures, or personal information;
- f) the use of the Product and any related applications including third party services;
- g) the use of any software related to the Product;

- h) viruses, spyware, service provider failures or internet access interruptions;
- i) loss of use, loss of data, inaccuracy of data, payment failure, payment defect, inaccurate calculations, downtime, identity theft, fraud or unauthorized access;
- j) any content relating to the use of the Product;
- k) **Caregiver engagements:** The information provided to or from a Person Requesting Support. The Company does not support, endorse or certify whatsoever any information provided during any Caregiver-Person Requesting Support engagement. The Company shall not be liable whatsoever for any damages that may arise resulting from any and all Caregiver-Person Requesting Support engagements;
- l) **health content:** any services (including, without limitation, medical or other health care services) provided by any User who has provided any content for the Product or in any Company social media properties;
- m) **actions of users:** the activities or actions, legal or otherwise, of any Caregiver, or merchant who has provided any content or advertising for the Product or in any the Company's social media properties;
- n) **complaints of Caregivers:** all complaints/disputes relating to the quality of the services by or on behalf of the Caregivers;
- o) **claims or disputes made by User:** inquiries/claims/disputes regarding payment processing, payments or refunds made via User accounts through the Product; and

even if you have been advised of the possibility of such Claim, or such Claim was reasonably foreseeable and notwithstanding the sufficiency or insufficiency of any remedy provided for herein or in any license.

In the event that we become liable for any damages whatsoever, you agree that such damages shall be limited in the aggregate to the amount of fees or charges which You have paid for the Product in the previous invoice.

Disputes with other Users. You are solely responsible for your interaction with other Users. The Company has no obligation to become involved in disputes between Users. If you have a dispute with one or more other Users, you release the Company (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

16. INDEMNIFICATION

To the extent permitted by applicable laws, You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all damages, judgments, liability, costs and

expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to: (a) generally, your breach of these Terms; your access to and/or use of the Product; and any loss of, or damage to, any property, or injury to, or death of, any person (including you) caused by your access to and/or use of the Product; and (b) specifically, your breach of the intellectual property rights of any third party to these Terms; and (c) only if you are a Caregiver, your Staff providing any services to a Person Requesting Support; and (d) only if you are a Caregiver or Staff, your non-compliance with any law applicable to the provision of Caregiver Services; and (e) only if you are a Caregiver, your Staff's breach of this Agreement.

You agree that You will be solely responsible for all activities that occur under your account, whether You are aware of them or not. You agree to hold us harmless and release us from any loss or liability whatsoever that You may incur as a result of someone other than You using your password or account, either with or without your knowledge. You agree to indemnify us for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not You were directly or personally responsible.

17. GOVERNING LAW AND FORUM OF DISPUTES

By visiting the Website or using the Product, You agree that the laws of the province of Ontario, without regard to the principles of conflict of laws, will govern these Terms and any dispute of any sort that may arise between You and us. With respect to any disputes or claims, You agree not to commence or prosecute any action in connection therewith other than in the province of Ontario, and You hereby consent to, and waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to venue and jurisdiction in the provincial courts of Ontario. You agree to pay reasonable attorneys' fees and court costs incurred by us to collect any unpaid amounts owed by You.

- 18. Expenses:** Each party shall be responsible for its own legal fees and other expenses incurred in connection with the performance of any of its obligations hereunder.

19. FORCE MAJEURE

You agree that we are not liable for a delay or failure in performance of the Product or the provisions of these Terms caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions.

20. SEVERABILITY

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms.

21. HEADINGS

The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.

22. ASSIGNMENT OF AGREEMENT

You may not, without our prior written consent, assign the Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Agreement and will be void. We may assign this Agreement to a third party at any time in our sole discretion. The Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

23. WAIVER

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms or which we have the benefit of under any applicable law, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Waivers must be in written form and signed by an authorized representative of the Company.

24. SURVIVAL

All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of our relationship.

25. ENTIRE AGREEMENT

These Terms will constitute the entire agreement between us and You with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby. In the event of a conflict between these Terms and the Privacy Policy, the terms and conditions found herein shall prevail.

26. CONTACT

By providing us with your e-mail address, You agree to receive all required notices electronically, to that e-mail address or by mobile notifications via the Product. It is your responsibility to update or change that address, as appropriate.

If You have any questions or comments regarding these Terms please contact our head office by email at [legal@aiscomp.com].