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**1. Terms of Use.** The iMD Health Services are offered to you under, and you agree to be bound by, the terms and conditions of this Terms of Use. The iMD Health Services are available either to users that have an existing patient/healthcare provider relationship with a healthcare provider that is a subscriber to iMD Health or to users who do not have an existing patient-healthcare provider relationship and just want to increase his or her healthcare education. However, although iMD Health Services are available to both types of users, the benefits of the iMD Health Services may be best appreciated when used under a patient-healthcare provider relationship. We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the top of this document. Please read this Agreement carefully. It is a legally binding contract. By accessing or using the iMD Health Services, you agree to be bound by the Terms of Use. If you do not wish to be bound by the Terms of Use, you are not authorized to access or use the iMD Health Services and/or any of its components.

**2. Use of Services.** The iMD Health Services are for educational purposes only. The iMD Health Services are not for use for medical emergencies or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. iMD Health makes no warranty as to the content of any treatment response provided by your healthcare provider. You and your healthcare provider are solely responsible for all information and/or communication sent during a consultation or other communication. Nothing contained in these services or Terms of Use should be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by iMD Health. iMD HEALTH DOES NOT SCREEN, PERFORM BACKGROUND CHECKS ON, CONFIRM THE QUALIFICATIONS OF, EVALUATE, OR ENDORSE ANY PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THE RELATIONSHIP WITH YOUR PROVIDER (AND CONFIRMING OR EVALUATING QUALIFICATIONS).

**2.1 Educational Resources.** Your healthcare provider may send you information regarding common medical and health related topics or preventive care messages containing specific medical and health related information and links to other related Web sites. Additionally, iMD Health may make available online informational resources which provide general medical and health information. These communications and resources are not comprehensive medical texts and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient specific medical diagnosis and treatment or healthcare consultation or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by iMD Health. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained in these communications and resources is compiled from a variety of sources and should not be considered authored by iMD Health. iMD Health makes no warranty as to the content of these materials or the information contained therein.

**2.2 Age of Majority.** You represent and warrant that you have reached the age of majority in the province or territory in which you reside, or, if you are less than the age of majority in the province or territory in which you reside, you agree to obtain the permission of your parent or guardian to use the iMD Health Services as outlined in our Protection of Children Statement. Upon request by iMD Health, evidence of this parental permission must be provided in a form acceptable to iMD Health.

**3.0 Confidentiality.** You are solely responsible for maintaining the confidentiality of your password, and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify iMD Health of any unauthorized use of your password or other security concerns of which you become aware.

**3.1 Intellectual Property.** iMD Health hereby grants you a limited, revocable, non-transferable and nonexclusive license limited solely to viewing or downloading of the material(s) on the iMD Health web site and to use the iMD Health software to the extent necessary to use the iMD Health Services solely for your personal, non-commercial use. iMD Health retains all right, title and interest in and to iMD Health, the iMD Health Services and any content, products, documentation, software or other materials on the iMD Health web site, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing. The information available through the iMD Health Services is the property of iMD Health or its licensors and is protected by Canadian and/or United States copyright, trademark, and other intellectual property laws. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by iMD Health or its licensors received through the iMD Health Services to anyone, including but not limited to others in your organization. For additional information concerning

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**3.2 Privacy.** iMD Health respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us, including the use of "cookies", as outlined in our Privacy Policy, which is incorporated herein by reference. The email sent from iMD is created online, including health conditions, allergies and medications. Any information provided as part of this email becomes part of your iMD Health Record.

**3.3 Consent to Use and Disclosure of Personal Information.** Your Provider is responsible for obtaining all necessary consents from you to collect, use and disclose some of your personal information on iMD Health. By accepting these Terms of Use, you further represent, warrant and consent that your personal information, such as your email address, age and gender, will be stored by iMD Health via their data storage partners, located in the United States, and will therefore be subject to applicable local laws, including local privacy laws, which may be different from, and may not offer the same levels of protection as applicable Canadian laws, including Canadian privacy laws.

#### **4. Legal Notices and Disclaimers.**

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#### **5. General Legal Provisions.**

**5.1 Third Party Sites.** Although iMD Health may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by iMD Health. iMD Health takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over those other sites. Nor does iMD Health take responsibility for the privacy policies and practices of these third-party links.

**5.2 Operation and Record Retention.** iMD Health reserves complete and sole discretion with respect to the operation of the iMD Health Services. iMD Health may, among other things, withdraw, suspend or discontinue any functionality or feature of the iMD Health Services. iMD Health is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. iMD Health is not responsible for maintaining data arising from use of the iMD Health Services. iMD Health reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the iMD Health Service pursuant to its internal record retention and/or destruction policies. You are responsible for ensuring that you maintain copies of all of your educational materials, if desired.

**5.3 Limitations on Use.** You agree not to access or use the iMD Health Services in an unlawful way or for any unlawful purpose. You shall send emails to other parties solely for personal communication and no other purposes, including commercial purposes, or for mass distributions of unsolicited emails. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libellous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of iMD Health or any of its users. You also agree not to share your password or login credentials with anyone else. iMD Health reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

**5.4 Third Party Rights.** The indemnification provisions set forth above and the provisions under Section 4 Legal Notices and Disclaimers are for the benefit of iMD Health and its affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

**5.5 Term and Termination.** This Terms of Use shall commence upon the date you first access or use the iMD Health Services and/or complete the registration process. Either you or iMD Health may terminate this Terms of Use and your right to use the iMD Health Services at any time, with or without cause. This Terms of Use and the licenses granted hereunder may be terminated without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the iMD Health Service promulgated by iMD Health from time to time. Upon any termination, you will destroy all copies of iMD Health materials in your possession and cease any access to or use of the iMD Health Services.

**5.6 Severability.** The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

**5.7 Entire Agreement.** This Terms of Use, together with any iMD Health rules or policies referred to herein, represents the complete agreement between you and iMD Health concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. iMD Health may modify this Terms of Use as set forth above.

**5.8 Assignment.** You may not assign, transfer or delegate this Terms of Use or any part of it without iMD Health's prior written consent. iMD Health may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

**5.9 Governing Law.** This Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario without giving effect to any choice of law rules or principles. Any cause of action or claim you may have with respect to iMD Health must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the iMD Health Services or web site.