

iMD Health Global Corp maintains the iMD Health[®] platform as a service to its customers. By using the iMD Health platform owned and operated by iMD Health Global Corp or its affiliates, you are agreeing to comply with and be bound by these terms of use, which may change at any time. You must carefully read and fully understand this notice before using the iMD Health platform.

Provider Terms of Use

This agreement (the "Agreement") contains the terms and conditions on which iMD Health, provided by iMD Health Global Corp. ("iMD Health") offers its services (the "iMD Health Services"). The iMD Health services are for educational purposes only. 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 and conditions of this Agreement. If you do not wish to be bound by this Agreement, you are not authorized to access or use the iMD Health services and/or any of its components. The Agreement grants you a nonexclusive, non-transferable right to use iMD Health services, which is specified to you, and you may not share, sell or sublicense this right with anyone else, nor change, reverse engineer, disassemble or otherwise try to learn the source code, structure or ideas underlying iMD Health's software or introduce a virus to iMD Health, nor connect or install unauthorized or uncertified equipment, hardware or software or improperly use the hardware or software relating to use of iMD Health Services. For purposes of this Agreement, the term "you" shall include each Healthcare Provider and each Authorized User (and such authorizing Healthcare Provider is responsible for ensuring such Authorized User's compliance with this Agreement). If the iMD Health Services are being utilized by a group practice or professional corporation, it is understood and agreed that the term "you" shall include each licensed Provider associated with or employed by the group practice or professional corporation who uses the iMD Health Services, and each such person shall be deemed to have accepted this Agreement.

1. AUTHORIZED USER REQUIREMENTS.

1.1 Permitted Users. To use the iMD Health Services, you must be a licensed healthcare professional with authority under such license to use the iMD Health Services (such licensed physician or other licensed healthcare professional a "Provider") or a non-physician staff member or other individual authorized to use the iMD Health Services by a Provider that has agreed to this Agreement (an "Authorized User") and such authorizing Provider is responsible for ensuring such Authorized User's compliance with this Agreement. In addition, you must hold any and all other necessary documentation that may be necessary to use patient information acquired through iMD Health Services in accordance with your assigned role for access. By registering to use and using the iMD Health Services, you warrant and represent that you have reasonable and customary levels of malpractice and related professional liability protection for you and any Authorized User, including but not limited to coverage for electronic messaging for patient encounter and treatment situations. If you are registering on behalf of a Provider group (a "Group"), you represent and warrant that (a) you have the authority to accept this Agreement on behalf of all Providers associated with the Group that wish to use the iMD Health Services, including contract Providers, and to bind such Providers to the terms of this Agreement and (b) each such person is properly licensed.

1.2 Account Usage. You acknowledge that you are responsible for all usage on your account(s). You may have access to patient information that is subject to confidentiality, privacy and security requirements under provincial/territorial and federal law and regulations, and you hereby expressly agree to only access patient information consistent with your access privileges pursuant to all requirements under this Agreement.

1.3 Notification. You agree to notify iMD Health immediately if you become aware or suspect that another person or entity has access to your authentication code, device, or password, and if you have reason to believe that the confidentiality of your password is broken or believe there has been a misuse of patient information, you will immediately contact iMD Health Help Desk at 1-855 iMD-1iMD.

1.4 Logging off iMD Health Services. You agree to log off iMD Health Services as appropriate to prevent others from accessing iMD Health Services.

1.5 Data Accuracy. You will, to the best of your ability, protect patient information submitted or received through iMD Health Services and ensure it is accurate and agree not to insert or enter any information into iMD Health Services, including through electronic information, that you know is not accurate.

1.6 Provider/Patient Relationship. Once you have registered, iMD Health Services shall be solely provided pursuant to an established Provider/patient relationship and related to the treatment of your patient.

2. COMPLIANCE WITH LAWS AND REGULATIONS. You agree that you will make yourself familiar with all functions of the iMD Health Services and understand how such functions impact your professional obligations. You and/or any other person on whose behalf you are acting in entering into this Agreement agree to use the iMD Health Services in a manner that is in accordance with all municipal, provincial/territorial, and federal laws and regulations, and is consistent with any applicable professional and ethical standards and requirements, and otherwise in accordance with this Agreement.

3. MESSAGES AND OTHER ONLINE RESOURCES.

3.1 Information and Messages. iMD Health may make available online general information resources ("Resources") including (a) common medical and health related topics, (b) mass personalized preventive care electronic communication messages, (c) links to other related web sites, and (d) messages regarding the iMD Health service. These Resources are not comprehensive medical texts and do not include all the potential information regarding the subject matter. The Resources shall not be relied upon as a substitute for patient specific medical diagnosis and treatment or health care consultation and are not a substitute for seeing an appropriate health care professional for medical treatment. The Resources are not intended to be instructional for medical diagnosis or treatment and shall not be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by iMD Health.

3.2 iMD Health Communications. From time to time, iMD Health may elect to provide certain messages to your patients directly based on a platform updates.

3.3 Information for Resources. The Resources are compiled from a variety of providers and/or other third parties and should not be considered authored by iMD Health. iMD Health makes no warranty as to the content of the Resources. If you recommend Resources for a particular patient, you are responsible for verifying the appropriateness, accuracy and completeness of the Resources with regards to their use for or by that patient. The Resources are the property of iMD Health or its licensors and are protected by copyright, trademark, and other intellectual property laws.

4. NETWORK COMMUNICATIONS.

4.1 Email Address. You agree to keep current the email address which you used to register for iMD Health and hereby grant iMD Health permission to communicate with you using this email address. If you wish to change the email address that you use to maintain this account, you may do so by using the Account Settings area of the iMD platform. To enable efficient, cost effective communication across the network, iMD Health requires an email address from all network users. You may opt out of regular network communications by providing notice to iMD Health.

4.2 Costs. You agree to be solely responsible for all costs incurred by you to connect to the iMD Health Services, including but not limited to obtaining and maintaining all internet, computer and other equipment necessary.

5. PRIVACY POLICY. You agree to the terms contained in iMD Health's Privacy Policy, <https://www.iMDHealth.com/> under privacy the terms of which are incorporated herein by reference as if the same were fully stated herein, as such policy may be amended from time to time. With regards to iMD Health Services, Provider and iMD Health agree to abide by all applicable privacy legislation.

6. PERSONAL HEALTH INFORMATION.

6.1 You agree to be solely responsible for ensuring that any patient, including any patient who is a minor, with whom you or your Authorized Users communicate through the iMD Health Services is, pursuant to all applicable legislation, regulation and standards of professional practice, capable of consenting to the collection, use and disclosure of his or her personal information (including personal health information) through the iMD Health Services. If a patient is not capable of consenting to the collection, use and disclosure of his or her own personal information, you agree to be solely responsible for ensuring that any person using iMD Health on that patient's behalf is authorized, pursuant to the applicable legislation or regulation, to consent to the collection, use and disclosure of the personal information of the patient.

6.2 Consent. You represent and warrant that you have received the necessary consents as required by federal and provincial/territorial law or by any applicable standard of professional practice to collect, use and disclose the personal health information of your patients through the iMD Health Services. If a patient, including a minor patient, is not competent to consent to the collection, use or disclosure of his or her personal information through the iMD Health Services, you represent and warrant that you have received all necessary consents as required by federal and provincial/territorial law and any standard of professional practice, from the person who is authorized by law to consent on behalf of the patient.

At the time of consultation with the patient and prior to sending any electronic messages to the patient, you must obtain the following consents from the patient:

- a. Consent to send the patient an email so that the patient may thereafter consult the information content that were reviewed and discussed at the time of consultation;
- b. Consent to collect, use and disclose the patient's email address, age and gender, which information will be accessed and stored by iMD Health Global Corp.

6.3 Confidentiality. You acknowledge you have an obligation to maintain the confidentiality, privacy and security of patient information that you access or email through iMD Health Services. You will not disclose any patient information except as required for the performance of your duties as an employee, agent or staff clinician of healthcare provider.

6.4 Maintaining Confidentiality. At any time after the termination of this Agreement, you agree to keep confidential any and all information which you obtained as a result of your access to iMD Health Services.

6.5 In no event shall iMD Health nor any of its shareholders, affiliates, directors, managers, employees or other representatives be liable for any failure by you to obtain all necessary patient consents for your use of the iMD Health Services.

7. DURATION AND TERMINATION OF AGREEMENT. This Agreement shall commence upon the date you first access or use the iMD Health Services and/or complete the registration process therein and will continue unless terminated by either party. iMD Health reserves the right to terminate or suspend your use of or access to the iMD Health Services for any reason, by providing you a five (5) days prior notice, and iMD Health will confirm such termination or suspension by subsequent notice. This Agreement and the licenses granted hereunder may be terminated without notice in the event you (or any individuals who are “patients” pursuant to your subscription) fail to comply with the terms and conditions of this Agreement, or the rules for use of the iMD Health Services 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. Any terms necessary to protect iMD Health and patient information will survive the termination of this Agreement.

8. LIMITATION OF LIABILITIES.

8.1 In no event shall iMD Health nor its affiliates be liable to the Provider for any direct damages in excess of \$100. In no event will iMD Health be liable to the Provider under, in connection with, or related to this Agreement for any, incidental, indirect or consequential damages, including, but not limited to, lost profits or loss of goodwill, whether based on breach of contract, warranty, tort, product liability, or otherwise, and whether or not iMD Health has been advised of the possibility of such damage.

8.2 For the avoidance of all doubt, iMD Health is not responsible, directly or indirectly, for any claims, causes of action, liabilities, damages and expenses (including, without limitation, attorney’s fees) arising out of or in any way related to any act or omission of a Provider or Authorized User that violates any legal, ethical and/or professional rule, regulation, issuance, guidance, standard or code of conduct, or standard of professional care when providing services via the iMD Health Services.

9. DISCLAIMER OF WARRANTIES. iMD Health warrants that the iMD Health Services will perform substantially in accordance with the specifically identified functional specifications described in the relevant specifications, and the iMD Health Services shall be provided by iMD Health in a professional, workmanlike manner as described in this Agreement. iMD Health warrants that the Product has been thoroughly tested and verified to be fit for deployment in the territory in connection with the Services. The Provider acknowledges that the Product may contain minor errors or defects. iMD Health shall use reasonable efforts to correct the same. iMD Health agrees to use commercially reasonable efforts to fix any defects in the Products subsequently discovered. To the full extent permissible under applicable law, iMD Health and its officers, directors, employees, consultants, agents, licensors, information providers and suppliers hereby disclaim and exclude all implied warranties of any kind, including warranties of merchantability and fitness for a particular purpose, and make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the iMD Health Services. It is incumbent upon the Provider to satisfy itself that the iMD Health Services are sufficient to be used by the Provider in its practice of medicine. There are no warranties that extend beyond the description on the face of this Agreement. iMD Health does not warrant that the iMD Health Services and any information, products or services contained therein will satisfy your requirements or are without defect or error. iMD Health does not warrant against human or machine errors, omissions, delays, interruptions or losses, including loss of data. Notwithstanding the foregoing, iMD Health will take reasonable care in its provision of the iMD Health Services.

10. INTELLECTUAL PROPERTY.

10.1 Copyright Materials and Other Intellectual Property. 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 and may be displayed, reformatted, and printed only for your personal, non-commercial use. Except as may be specifically permitted in this Agreement, 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. Any copy made of information obtained through the iMD Health website must include the copyright notice. All software and accompanying documentation made available for download from the iMD Health Services is the copyrighted work of iMD Health or its licensors. The copyright holder retains software and documentation ownership. Ownership is not transferred to you; rather, you are licensed to use the software and documentation as further detailed in subsection

10.2 Trademarks. "iMD Health™" and "iMD™" and "iMD Pinga™" are registered trademarks of iMD Health Global Corp. All other brands and names are the property of their respective owners. Nothing contained on the iMD Health Services should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of iMD Health or such third-party that may own the trademark.

10.3. Limited License. Subject to this Agreement, iMD Health hereby grants you a limited, revocable, non-transferable and nonexclusive license to use the software, network facilities, content and documentation on and in the iMD Health Services to the extent, and only to the extent, necessary to access, explore and otherwise use the iMD Health Services in real time. You agree not to reproduce or copy any documentation, content, text, data, graphics, images, audio or video clips, interfaces or other materials or works of authorship ("iMD Health Materials") in or on the iMD Health Services unless such reproduction or copying is expressly restricted or limited with respect to such portion of the iMD Health Material. The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the iMD Health Materials or any other part of the iMD Health Services or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the iMD Health Materials or any other part of the iMD Health Services, except as expressly permitted in writing by iMD Health or by law; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the iMD Health Materials or any other part of the iMD Health Services to any third party unless specifically permitted herein.

11. MISCELLANEOUS.

11.1 Record Retention. iMD Health makes no warranty that information placed onto or obtained by use of the iMD Health Services will be maintained by iMD Health for any specified length of time and iMD Health reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the iMD Health Services pursuant to its internal record retention and/or destruction policies as such policies may be amended.

11.2 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.

11.3 Indemnity. As between iMD Health and the Provider/User, each of them will be solely responsible for its own actions and will not be liable to compensate the other for its breach of this Agreement as provided under this Agreement. iMD Health is not in the business of providing medical or health care to patients; the Provider is solely responsible for the provision of care to the patient. Therefore, if you as the Provider, or any other person accessing your account, breach this Agreement, or act in negligence, gross negligence or if your actions, omissions or misconduct causes any losses, damages, or liabilities to iMD Health or its affiliates, you agree that you will indemnify iMD Health for such losses, damages or liabilities (including reasonable attorney's fees). If iMD Health's breach of this agreement, negligence, gross negligence or other misconduct causes any losses, damages or liabilities to you, iMD Health agrees that it will indemnify you for such loss (including reasonable attorney's fees). In no event shall either party be liable for any incidental, indirect or consequential damages to the other party.

11.4 Survival. The provisions of paragraphs (Privacy), (Personal Health Information), (Limitation of Liabilities), (Intellectual Property), (Third Party Sites) and (Indemnity), shall survive any termination of this Agreement. All licenses granted by iMD Health under this Agreement shall be revoked as of the termination of this Agreement.

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

11.6 Entire Agreement. This Agreement, 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.

11.7 Assignment. You may not assign, transfer or delegate this Agreement or any part of it. iMD Health may freely transfer, assign or delegate all or any part of this Agreement, and any rights and duties thereunder. This Agreement will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

11.8 Unauthorized Copying. You will not make any unauthorized copies of patient information, and will not save any information relating to patients or iMD Health Services to portable media devices (Floppies, ZIP disks, CDs, PDAs, and other devices).

11.9 Email Restrictions. You will not email any patient information to another email account, except as expressly provided for in the secure network messaging environment provided by iMD Health Services.

11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the province of the residence of the Provider in Canada without giving effect to any choice of law rules that may give a contrary result. You agree that any legal action or proceeding between iMD Health and you for any purpose concerning this Agreement shall be brought exclusively in a court of competent jurisdiction in the province of the Provider in Canada. Any cause of action or claim you may have with respect to iMD Health must be commenced within one (1) year after the claim or cause of action arises, except to the extent such limitation is not enforceable under or in violation of applicable law.