

## Quipo Health Inc. - Terms of Use

Last Updated July 22, 2023

Please read these terms and conditions carefully before using our platform, booking and associated services (the "Service").

### **Acknowledgment and the Right to Use the Service**

Quipo Health Inc. ("Quipo," the "Company" "we", "us", "our") provides the Service to individuals and businesses ("you", "your," "Patient"). These are the Terms of Use governing the use of the Service and the agreement that operates between you and the Company ("TOU"). These TOU set out the rights and obligations of all users regarding the use of the Service. Use includes accessing any website or resource associated with us, submitting any data to us, or otherwise interacting in any form with us.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these TOU. These TOU apply to all visitors, users and others who access or use the Service. Provided that you comply with the TOU, you have the right to use this Service to view various materials, including all information, documents, and other content on the Service (collectively, the "Material").

By using the Service, you are agreeing to accept and be bound by these TOU. If you do not agree to all of these TOU, please do not use the Service. Quipo may revise and update these TOU without notice at any time. Your continued use of the Service will mean you accept those changes.

### **Ownership of Materials and Copyright**

The Material on the website and app that hosts the Services is owned by Quipo and is subject to copyright protection. The Service and its original content, features and functionality are and will remain the exclusive property of Quipo. You cannot use the Material for commercial or any other purposes without our written permission.

The Service is protected by copyright, trademark, and other laws of both, Canada and foreign countries. The trademarks of Quipo and others used on the Service are the property of Quipo or the respective owners. You may not use any logo or trademark displayed on the Services without the written permission of Quipo or the respective owner.

### **Your Account**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of TOU, which may result in immediate termination of your account on the Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with the Service or a Third-Party Service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### **Third-Party Links and Service**

We may offer integrations with third-party services that you may choose to use with the Service. Please note that your use of such third-party services is governed by the legal terms of those third parties, and not by these TOU. Quipo is not responsible for those third-party services.

Any websites linked from the Service are created by organizations outside Quipo. Those organizations are responsible for the information contained within their sites and any comments regarding these sites should be directed to that individual organization.

### **Privacy**

The TOU incorporates by reference our current Privacy Policy.

### **Disclaimer**

The Service is intended to provide you with information on the clinics and provide you with the ability to create your account, upload information, documents and photographs necessary for your health care, book an appointment, either in-person or on-line, with a healthcare professional, manage your data in the portal, communicate with doctors and staff and receive other patient services. The use of the Service is not intended to replace or substitute the advice of a medical professional or other qualified healthcare provider.

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides

no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION AND/OR SERVICES PROVIDED BY OR THROUGH THE USE OF THE SERVICE OR THROUGH ANY OTHER COMMUNICATIONS FROM US.

THE SERVICE DO NOT PROVIDE AN EMERGENCY OR CRISIS RESPONSE. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL "911" FOR AMBULANCE, POLICE, OR FIRE SERVICE IMMEDIATELY, OR GO TO THE NEAREST HOSPITAL EMERGENCY DEPARTMENT. DO NOT USE THE SERVICE TO BOOK YOUR APPOINTMENT ONLINE IF YOU ARE EXPERIENCING CHEST PAIN, DIFFICULTY BREATHING OR SEVERE BLEEDING. IN SUCH EVENT CALL 9-1-1 IMMEDIATELY OR VISIT YOUR NEAREST HOSPITAL EMERGENCY DEPARTMENT.

### **Limitation of Liability**

THE SERVICE IS SUPPLIED WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND INCLUDING THOSE REGARDING NONINFRINGEMENT OF THIRD PARTY RIGHTS, DURABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL QUIPO BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS.

Your use of the Service and the Materials is undertaken at your own risk. Under no circumstances will Quipo or any directors, officers, employees, agents, contractors and suppliers of Quipo, be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Service and the Materials, your reliance on the Service and the Materials or any consequences flowing therefrom. Quipo is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, online failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS OR FAILURE TO REALIZE ANTICIPATED BENEFITS), WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

If you are dissatisfied with the Service, the Materials or with this TOU, your sole and exclusive remedy is to discontinue using the Site or the Materials, as applicable.

## **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these TOU.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

## **Indemnification**

You agree to indemnify and save harmless Quipo and all directors, officers, employees, agents, contractors and suppliers of Quipo (in this section, “we” and “us”) from and against any claim, cause of action, demand, cost, loss, expense or liability (including without limitation reasonable professional fees) brought against or suffered or incurred by us as a result of your use of the Service or the Materials or your breach of this TOU. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this TOU. In addition, in the event we are made a party to any claim, suit or action relating to or arising from any services offered by us that is: (a) initiated by you, which is unsuccessful; or (b) initiated by a third party, who is suing you; you will reimburse us at a reasonable rate for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. This defence and indemnification obligation will survive termination of this TOU and your cessation of use of the Service.

## **Governing Law**

If you have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting the Company.

This TOU is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration or mediation shall be Vancouver, British Columbia, Canada.

## **Severability and Waiver**

#### **Severability**

If any provision of these TOU is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these TOU shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

### **Changes to These TOU**

We reserve the right, at our sole discretion, to modify or replace these TOU at any time. By continuing to access or use the Service after the revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website, app and the Service.

### **Contact Us**

If you have any questions about these TOU, you can contact Nan Qiao, [reply@quipohealth.com](mailto:reply@quipohealth.com).