

Spreevel Health - Terms of Use

SPREEVEL INC. (“**Spreevel**”) OWNS AND OPERATES A MOBILE APP THAT ALLOWS USERS TO TRACK HEALTH AND WELLNESS SYMPTOMS (the “**Service**”). THESE TERMS OF USE (THESE “**Terms**”) APPLY TO ANYONE WITH WHO DOWNLOADS THE SPREEVEL HEALTH MOBILE APP OR USES THE SERVICE.

THESE TERMS CONTAIN IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICE (AS HEREINAFTER DEFINED) SO YOU SHOULD READ THEM CAREFULLY BEFORE USING THE SERVICE.

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS OR BY COUNTERSIGNING AN ORDER (AS HEREINAFTER DEFINED) THAT REFERENCES THESE TERMS, OR BY USING THE SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS.

1. NO MEDICAL ADVICE (DISCLAIMER)

The Service being provided by Spreevel to User does not constitute any medical advice and is for informational purposes only. The Service is designed to track a User’s metrics based on the information provided but cannot diagnose any medical issue. Any information or suggestions provided by the Service is based on the information available to Spreevel and may not be accurate. User should seek lab testing and consult with a physician to confirm any recommendations made by the Service.

USER AGREES THAT THE SERVICE IS NOT INTENDED TO BE A SUBSTITUTE FOR ADVICE, DIAGNOSIS, OR TREATMENT FROM A PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL. USER ASSUMES ALL RISKS IN RESPECT TO ITS USE OF THE SERVICE.

If you think you may have any other medical emergency, call your doctor, local public health authority or your local emergency number.

2. LICENSE

a) Provision of Service. Conditioned on the provisions in this Section 2 and the other terms and conditions of these Terms, Spreevel hereby grants User a limited, non-exclusive, non-transferable, non-sublicensable license to download the Spreevel Health mobile application and use the Service for the User’s personal use (unless User is using the Service on behalf of an organization that has entered into a separate license agreement with Spreevel).

b) Restrictions. User shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

c) User Eligibility. User represents and warrants that (a) it is at least the age of majority or are using the Service with parental consent; (b) it has voluntarily agreed to receive the Service ; and (c) all information provided to Spreevel by User is accurate and complete.

d) Privacy. Spreevel collects Personal Information (including personal health information) in order to provide the Service and in accordance with the Spreevel Health Privacy Policy. By using the Service you agree that you have read and agree to our Privacy Policy. If you input any Personal Information of a third party into the Service, you represent and warrant that you have all necessary permissions and consent to use such Personal Information in connection with the Service.

3. FEES

a) Fees. If User purchases any paid services through the Service, User agrees to pay all fees set out in the Sign Up, including any fees for renewal terms, as well as applicable taxes.

b) Pre-authorized Payment. By providing a credit card information to Spreevel, User thereby authorizes Spreevel to charge the credit card for all outstanding fees, taxes and charges and outstanding account balances incurred by User in respect to the Service.

4) PROPRIETARY RIGHTS.

a) "Intellectual Property Rights" or "IPR" means all intellectual property rights wherever in the world, whether registrable or not, registered or unregistered, including any application or right of application for such rights, including copyright and related rights, software, code, data, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, ideas, improvements, inventions, patents, and any other rights that would be considered intellectual property rights.

b) Exclusive Ownership. Except for the rights and licenses granted in these Terms, User acknowledges and agrees that any and all Intellectual Property Rights to or arising from the software, technology and database used to provide the Service shall remain the exclusive property of Spreevel and its licensors. Nothing in these Term is intended to transfer any such IPR to, or to vest any such Intellectual Property Rights in, User. User is only entitled to the limited use of the IPR granted to User in this Agreement. User will not take any action to jeopardize, limit or interfere with Spreevel's IPR.

c) "User Data" means the personal information and other data about User uploaded to or collected through the Service, including but not limited to personal health information and User correspondence with Spreevel. User grants Spreevel a non-exclusive license to collect, use, process, display and aggregate User Data for the purpose of providing the Service and otherwise in accordance with Spreevel's Privacy Policy. User acknowledges and agrees that Spreevel compiles and analyzes User Data to create useful, aggregated information about User service delivery and performance and accordingly Spreevel requires the right to generate data about the use and operation of the Service and delivery of the Service, from reports generated pursuant to this Agreement and raw User Data ("**Analytics Data**"). User hereby grants Spreevel a perpetual, worldwide, non-exclusive, royalty-free license to create Analytics Data from User Data and combine it in whole or in part with data derived through the use of the Service and with other data at Spreevel's discretion. For the avoidance of doubt, Analytics Data will not include any raw User Data, including any personal information or health information, and will not be distributed in a manner which identifies User. Spreevel shall have exclusive ownership of any Analytics Data and the exclusive right to use the same for any purpose without restriction.

d) Suggestions. Spreevel shall exclusively own any suggestions, enhancement requests, recommendations or other feedback provided by User relating to the Service and operation of the

Service (“**Suggestions**”). User hereby assigns all right, title and interest in any Suggestions, including any IPR therein, to Spreevel. User hereby irrevocably waives all moral rights it may have in any Suggestions.

e) User’s Responsibilities. User shall abide by all applicable laws and regulations in connection with the use of the Service (including privacy and copyright laws). User shall notify Spreevel immediately of any unauthorized use or copying of any data accessed through the Service which comes to User’s attention and use reasonable efforts to stop such copying and distribution.

5. CONFIDENTIALITY

a) Definition of Confidential Information. As used in this Agreement, “**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

b) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

c) Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner as it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

d) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

e) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections contained in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

6. DISCLAIMERS

a) Disclaimer. The Service is provided by Spreevel to User on an ‘as is’ basis. Spreevel makes no warranties, representations or conditions, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding the Service. Spreevel

(including its affiliates, licensors, suppliers and subcontractors) disclaims any implied warranties or conditions of merchantable quality, satisfactory quality, merchantability, durability, fitness for a particular purpose and/or non-infringement. Spreevel (including its affiliates, licensors, suppliers and subcontractors) does not represent or warrant that the Service will meet any or all of User's particular requirements, that the Service will operate error-free or uninterrupted or that all errors or defects in the Service can be found or corrected.

b) Security. Information sent or received over the Internet is generally unsecure and Spreevel cannot and does not make any representation or warranty concerning security of any communication to or from the Spreevel Service or any representation or warranty regarding the interception by third parties of personal or other information.

9) INDEMNITY AND RELEASE

a) User agree to indemnify, defend and hold harmless Spreevel its shareholders, members, principals, partners, owners, transferees, directors, managers, officers, employees, servants, successors, agents, attorneys, distributors, vendors, suppliers and representatives (collectively, the "Spreevel Parties") from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable legal fees) arising from: (a) User's use of and access to the Service; (b) User's violation of any of the terms of this Agreement; (c) User's violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that User's content, data or information caused damage to a third party.

b) USER HEREBY WAIVES, RELEASES, AND IRREVOCABLY DISCHARGES the Spreevel Parties from any and all actions, causes of action, liabilities, suits, debts, obligations, dues, accounts, bonds, covenants, contracts, claims, demands, indemnities, losses, costs (including professional fees), damages and proceedings whatsoever, whether in law or in equity, which User has ever had or may hereafter have, whether known or unknown, including but not limited to, liability arising from any acts or omissions of any kind, misconduct, negligence or fault of the Spreevel Parties or of a third party, which cause any death, disability, personal injury, or property damage to User or a third party during User's use of the Spreevel Service.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SPREEVEL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR ECONOMIC DAMAGES INCURRED OR SUFFERED BY USER ARISING AS A RESULT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SPREEVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE TOTAL LIABILITY OF SPREEVEL FOR ALL CLAIMS OF ANY KIND ARISING AS A RESULT OF OR RELATED TO THIS AGREEMENT, OR TO ANY ACT OR OMISSION OF SPREEVEL, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED \$500 CDN.

11. TERMINATION

Spreevel may suspend or terminate a User's access to the Service at any time for any reason or for no reason.

12. GENERAL

Neither Party may assign or transfer its interest in this Agreement without the written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, Spreevel may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto. This agreement is governed by the laws in effect in the province of Ontario and constitutes the entire agreement between the Parties with respect to the subject matter herein. The provincial and federal courts located in Ottawa, Ontario shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. No partnership shall be deemed to have been created between the Parties. All additions or modifications to this agreement must be made in writing and must be signed by both Parties. If any part of this agreement is held to be invalid or otherwise unenforceable, the provision shall no longer form part of this agreement. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. It is not intended that any agency or partnership relationship be created by this agreement. It is the express wish of the parties that these Terms and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.