

## CORIGAN

### TERMS AND CONDITIONS FOR PATIENTS

These Terms and Conditions (“**Agreement**”) constitute a legal agreement between You and Bluewater Promotions Inc., a corporation existing under the laws of the Province of Ontario, having its principal place of business at 481 London Road, Sarnia, Ontario Canada N7T 4X3 (“**BPI**”). This Agreement governs Your use of CORIGAN application (defined below), which BPI owns and operates. By registering for CORIGAN and accepting this Agreement, You agree to be bound by this Agreement. You may only register for CORIGAN for Yourself and Your Dependent Children. You must be an individual resident in Canada to use CORIGAN.

#### 1. DEFINITIONS

**1.1 Definitions.** Except as otherwise expressly indicated, the following plural or singular terms shall have the meanings specified herein when used in this context:

“**BPI Parties**” means Us, Our affiliates, subsidiaries, service providers, successors, assigns, and each of their respective officers, directors, owners, employees and representatives.

“**CORIGAN**” means the primary care provider communication platform We offer as a service to Offices, Providers and You.

“**Dependent Child**” and “**Dependent Children**” mean person(s) under the age of sixteen years of whom You are the legal guardian.

“**Office**” means a specific location at which, or in association with which one or more Providers provide health care services to patients and which is registered with Us.

“**Provider**” means an individual health care practitioner who provides medical or health care services at or in association with an Office.

“**Services**” means the various services We offer and may offer from time to time through CORIGAN, including (a) making available of CORIGAN for Your use to facilitate communication between You and Your Provider and Office, (b) Your use of CORIGAN and any messaging channels or services by which You communicate with Your Offices and Providers using CORIGAN; (c) any subscription services We may offer from time to time; and (d) any pay-per-use services We may offer from time to time.

“**We**”, “**Us**” and “**Our**” mean BPI.

“**You**” and “**Your**” mean the person who uses CORIGAN.

#### 2. REGISTRATION PROCESS

**2.1 Registration.** You may register for CORIGAN via Our website. After You are registered to access and use CORIGAN, You must receive approval from Your Office in order to communicate with and receive services from Your Provider(s).

**2.2 Registration Information.** You must provide true, accurate, current and complete information as prompted by any registration forms.

**2.3 Ongoing Registration Requirements.** You must maintain and properly update any information provided in accordance with Subsection 2.2 to ensure it remains true, accurate, current and complete.

### **3. USE OF CORIGAN**

**3.1 General.** CORIGAN may only be used to facilitate two-way communication and fulfillment of requests between You and Your Providers and Offices.

**3.2 Permitted Purposes.** You will only use CORIGAN in accordance with this Agreement and for the following purposes:

- (a) requesting appointments;
- (b) requesting and obtaining prescription refills;
- (c) asking questions of Your Provider or Office;
- (d) receiving information from Your Provider or Office;
- (e) messaging and videoconferencing with Providers about health care related issues and questions;
- (f) requesting Providers' notes and completion of forms; and
- (g) any other purpose identified or agreed to by Us and communicated to You in writing from time to time (including electronically).

**3.3 Medical Emergencies.** YOU WILL NOT USE CORIGAN FOR MEDICAL EMERGENCIES. If You have a medical emergency, call 9-1-1 immediately or attend the emergency room of the nearest hospital or urgent care centre.

**3.4 Account Information.** You must safeguard Your login information, including Your login IDs and passwords, that You use to access CORIGAN and You must not disclose this information to anyone. You must immediately notify Us of any unauthorized use of Your account. We will not be liable for any loss or damage arising from Your failure to protect Your account information.

**3.5 Misuse.** You will not misuse CORIGAN. For example, You must not use or attempt to use CORIGAN to do the following:

- (a) allow any other person to use CORIGAN with Your login information;
- (b) reverse engineer or decompile CORIGAN to derive the source code of CORIGAN;
- (c) breach or otherwise circumvent Our security or authentication measures;
- (d) send a virus, malware, or any other harmful data or code;

- (e) harass or abuse an Office, Provider or BPI staff;
- (f) interfere or attempt to interfere with the proper workings of CORIGAN, or do anything, which in Our sole discretion, imposes an unreasonable or disproportionately large load on CORIGAN infrastructure;
- (g) use CORIGAN and the Services for commercial purposes, including posting, uploading or transmitting content which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes or pyramid schemes;
- (h) use any data mining, robots or similar data gathering and extraction methods in connection with the Services; or
- (i) violate the law in any way.

**3.6 Breach of Agreement.** We reserve the right, at Our sole discretion to suspend Your access to CORIGAN and/or to cease providing any of the Services to You at any time if You are in breach of this Agreement, as determined by Us. We may deny access or use of CORIGAN to anyone for violation of this Agreement.

**3.7 Your Representations and Warranties.** As a condition of Your use of CORIGAN, You represent and warrant that:

- (a) You have reached the age of 16;
- (b) You are not prohibited by law from receiving or using CORIGAN;
- (c) You are fully able and competent to enter into a binding contract with Us;
- (d) You are entering into this Agreement for personal purposes only; and
- (e) all of the information You provide to Us in the registration process is true, accurate, current and complete.

**3.8 Fees.** The Services are currently provided free of charge. We, however, reserve the right in Our sole discretion to charge a fee for the Services at any time. We will obtain Your approval prior to charging You any fee. The Office or Provider may charge You a fee for the services they provide You through CORIGAN and the Services.

**3.9 Compliance with Applicable Laws.** You are responsible for compliance with all of Your obligations under applicable laws.

#### **4. PERSONAL INFORMATION**

**4.1 Personal Information.** By registering and using CORIGAN, You consent to Our collection, use and disclosure of Your personal information and Your personal health information (“**Your Information**”) for the purpose of providing the Services to You, as detailed in Our privacy policy, which is available at [www.getcorigan.ca/privacypolicy](http://www.getcorigan.ca/privacypolicy) and is incorporated into this Agreement. If You no longer consent to Our collection, use and

disclosure of Your Information as described in Our privacy policy, You must stop using CORIGAN and You may request that Your user account be deactivated.

## 5. AVAILABILITY AND SECURITY OF SERVICE

- 5.1 Availability.** CORIGAN is intended to be generally available seven (7) days per week, twenty-four (24) hours per day, except for downtime for system maintenance and other reasons beyond our reasonable control. CORIGAN and the Services may continue to change over time as We refine and add more features. We may stop, suspend, or modify CORIGAN and the Services (or any of them) at any time without prior notice to You.
- 5.2 Limits on Use.** We reserve the right at Our sole discretion to create reasonable limits on the use of CORIGAN and the Services, such as limits on file size, storage space, processing capacity and similar limits.
- 5.3 Communication Tools.** We may provide access to CORIGAN and the Services through various channels including Our website, mobile applications, third-party messenger applications and text, SMS or other messaging services. You will select the available communications tool You wish to utilize. You are responsible for obtaining and maintaining any third party tools needed to access and use CORIGAN and You are responsible for all applicable taxes and fees incurred while accessing such third party tools, such as fees from Your mobile carrier, overage charges, etc.
- 5.4 Security.** We use commercially reasonable efforts to safeguard and protect (including putting in place reasonable physical, electronic and managerial procedures that are designed to safeguard and protect) the confidentiality of communications made by You and data transmitted via CORIGAN. Although We will make reasonable efforts to safeguard and protect the confidentiality of communications made by You and data transmitted via CORIGAN, no data transmission over the Internet or other communication systems utilized can be guaranteed to be one hundred per-cent (100%) secure and there is always some risk that an unauthorized third party could thwart Our security measures, including by intercepting transmissions. This risk is heightened if You are using unsecured/public Wi-Fi.

WE DO NOT GUARANTEE THE SECURITY OF COMMUNICATIONS AND DATA PROVIDED OR TRANSMITTED THROUGH CORIGAN.

## 6. OUR ROLE

- 6.1 Our Role.** Our role is limited to making the Services available to You in accordance with this Agreement. We are independent from the Offices and Providers who register to use CORIGAN and We are not responsible for their acts, omissions or for any content of the advice, recommendations or communications they make using CORIGAN. We do not engage in the practice of medicine or provide any other health services or information. You assume, and are fully and solely responsible for, the content of the advice, recommendations and communications You make and receive from Offices and Providers when using CORIGAN.

## 7. LINKS TO OTHER WEBSITES

7.1 **Links to Other Websites.** We may from time to time provide You with links to websites and services provided by third parties. If We do so, We do not endorse any such third party websites or services and We do not guarantee the quality, accuracy, currency, timeliness, reliability or fitness for any purpose of any third party websites or services. If You choose to access any such website or service, You do so at your own risk.

## 8. INTELLECTUAL PROPERTY

8.1 **Intellectual Property.** We and Our licensors own all rights, title and interest in and to CORIGAN and the Services and any software, technology, tools, designs, graphics, illustrations, logos and marks used by Us to provide the Services or in connection with CORIGAN (“**Our IP**”). This Agreement provides You with a royalty-free (subject to the payment of any applicable fees), non-exclusive, non-sub-licensable, revocable, non-transferable limited license to use CORIGAN in accordance with this Agreement during the Term. You do not have any rights to lease, sublicense, distribute, copy, transfer, reproduce, display, adapt or modify any of IP. You may provide input, comments or suggestions regarding CORIGAN or the Services (“**Feedback**”). You acknowledge and agree that We may use any Feedback without any obligation to You and You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as We deem appropriate, without restriction, for any and all commercial and/or non-commercial purposes, in Our sole discretion.

## 9. TERM AND TERMINATION

9.1 **Term.** The term of this Agreement will begin on the date that We notify You that Your registration is complete and will continue until terminated by either Us or You (the “**Term**”).

### 9.2 Termination for Convenience.

- (a) You may terminate this Agreement at any time by requesting by email or through CORIGAN that Your user account be deactivated.
- (b) We may terminate this Agreement at any time with immediate effect by notifying You by email or message to Your current email or other electronic address on file with Us or through CORIGAN.
- (c) If this Agreement is terminated in accordance with subsection (a) or (b) above You are required to immediately stop using and uninstall CORIGAN from Your systems, including Your mobile device.

9.3 **Termination for Breach.** We may suspend Your access to CORIGAN and/or Your use of the Services or any of them temporarily or permanently if You are (or We reasonably believe that You are) in breach of this Agreement.

## 10. AMENDMENTS TO THIS AGREEMENT

10.1 **Amendments to This Agreement.** We may revise any terms of this Agreement at any time. The most current version will always be posted on the BPI website and We will post

a notice indicating any material changes. We recommend You frequently visit the BPI website to monitor any changes to this Agreement. If the terms of this Agreement are revised, You will be required to agree to the updated Agreement the next time You login to CORIGAN. If You do not agree to the revised Agreement, You will not be permitted to continue using CORIGAN.

## **11. LIMITATION OF LIABILITY**

**11.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BPI PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR, LOSS OF USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE THE SERVICES OR CORIGAN. THE BPI PARTIES ARE NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN. ALL RISK AS TO THE RESULTS, PERFORMANCE AND USE OF THE SERVICES AND CORIGAN IS ASSUMED BY YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO CORIGAN AND THE SERVICES AND TO THE OFFICES OR PROVIDERS (OR THE ADVICE, INFORMATION OR SERVICES PROVIDED BY EITHER), WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

We do not assume liability or responsibility for (a) any interruption or cessation of the Services; (b) any bugs, viruses, worms, trojan horses, harmful or malicious code or the like that may be transmitted via CORIGAN by any third party; or (c) any acts, omissions or failures of any third party.

We use commercially reasonable efforts to safeguard and protect the confidentiality of communications made by You and data transmitted via CORIGAN, but We do not guarantee its security. We will use service providers that we determine are appropriate to host CORIGAN and to protect the data transmitted via CORIGAN. We rely on Our service providers to provide a secure platform. We conduct reasonable due diligence in the selection and monitoring of Our service providers.

The limitations and exclusions of liability set out herein shall apply regardless of the form of action or theory of liability, including for breach of contract, tort, negligence, by statute or otherwise, and whether or not foreseeable or we are advised of the possibility of such damages. YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS AGREEMENT ARE REASONABLE BASED UPON THE COMMERCIAL CIRCUMSTANCES, AND WE WOULD NOT HAVE ENTERED INTO THE AGREEMENT BUT FOR THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED HEREIN. In no event shall the BPI Parties be liable to You for any claims, proceedings, liabilities, obligations, damages, losses or costs.

## 12. INDEMNIFICATION

**12.1 Indemnification.** You agree to indemnify, hold harmless, and defend the BPI Parties and each Office in respect of which You use the Services from and against any and all liability, loss, claim, damages, expense, or costs (including legal fees), incurred by or made against the BPI Parties or an Office in connection with any claim arising from or related to: (a) access to CORIGAN and use of the Services by You and by anyone using a login and password provided to You; (b) communications made by any of the parties identified in (a) above by using CORIGAN; and (c) any breach or violation of this Agreement or any non-compliance with laws by You or anyone using Your user account. In the event of a claim to which this indemnity applies, You agree: (i) to fully cooperate at Your expense as reasonably required by a BPI Party or an Office; (ii) that each BPI Party and Office may, at its election, assume the defense and control of any matter for which it is indemnified hereunder; and (iii) You shall not settle any matter involving an BPI Party or an Office without the consent of the applicable party.

## 13. FORCE MAJEURE

**13.1 Force Majeure.** We shall not be liable for delays in or for failures to perform hereunder due to causes beyond Our reasonable control, including acts of God, Your acts or omissions, third party (including an Office or Provider) product or service failures, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power surges or outages, pandemics, epidemics, flood, earthquakes, riot, or war.

## 14. SURVIVAL

**14.1 Survival.** Notwithstanding the termination or expiration of this Agreement for any reason, Section 3.8, Articles 4, 8, 11, 12, 14 through 21 and any right or obligation of either of the parties which, by its nature, should survive termination or expiration of this Agreement will survive such termination or expiration.

## 15. ASSIGNMENT

**15.1 Assignment.** You may not assign Your rights and obligations under this Agreement without Our prior written consent. We may assign any of Our rights and obligations under this Agreement without Your consent.

## 16. GOVERNING LAW

**16.1 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario for the resolution of any and all disputes relating to this Agreement or any of its terms.

## 17. ENTIRE AGREEMENT

**17.1 Entire Agreement.** This Agreement, as amended from time to time, together with the certification and consents You provide to Us as part of the registration process, constitutes the entire and exclusive agreement between You and Us with respect to CORIGAN and

the Services, and supersedes and replaces any other agreements or terms and conditions applicable to Your use of the Services.

## **18. SEVERABILITY**

**18.1** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of the Agreement shall be valid and enforceable to the extent granted by law.

## **19. WAIVER**

**19.1 Waiver.** No delay or omission by a party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

## **20. ELECTRONIC AGREEMENT**

**20.1 Electronic Agreement.** A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed writing as against the parties subject to the electronic documents.

## **21. INTERPRETATION**

**21.1 Interpretation.** In this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) all usage of the words "including" or "include" in this Agreement shall mean "including, without limitation"; (c) the division into separate Articles, Sections and Subsections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (d) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; (e) if any payment is required to be made or other action is required to be taken on a day which is not a business day then such payment or action, as the case may be, shall be made or taken on the next business day; and (f) the parties agree that this Agreement shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.