

TERMS OF USE

Last Update: October 22 2023

Welcome to CARE+! These Terms of Use (the “**Terms**”) are a legal agreement between you (or the “**User**”) and ITEQ Inc (“**ITEQ**” or “**We**”). These Terms govern your use of the ITEQ CARE+ mobile application, website platform and all related services, features and content offered by ITEQ (the “**Services**”)

Please read these Terms carefully. By creating an account or accessing or using the Services, you acknowledge that you accept and agree to be bound by these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

Our Privacy Policy is deemed incorporated into these Terms. Please make sure that you read and understand the Privacy Policy. If you have any questions, you can reach out to us at contact@iteqtessante.com.

1. DEFINITIONS

- 1.1 “**Content**” means all forms of data or communication that ITEQ creates and makes available in connection with the Services, including but not limited to visual interfaces, interactive features, graphics, design, compilation of User Content (as defined below), and all other elements and components of the Services, excluding User Content.
- 1.2 “**Intellectual Property**” all of ITEQ’s intellectual property, such as trade secrets, copyrights, trademarks, marks and designs, and any rights thereto, regardless of whether they are registered.
- 1.3 “**Losses**” means any claims, damages, losses, fines and reasonable attorneys’ fees.
- 1.4 “**Services**” means the Care+ Platform (the online or mobile application that we make available to you and which you are authorized to use), along with any website, technologies, software, technical support services, and content made available to you by ITEQ, and which you are allowed to access through an authorized Account.
- 1.5 “**Third Party Services**” means any links to third-party websites, apps, or other products or services available through the Services.
- 1.6 “**User Content**” means the content and information provided, uploaded, posted or submitted through the Services.

2. MEDICAL DISCLAIMER

- 2.1 ITEQ is not a licensed healthcare provider and the Services are not intended to replace medical or other professional advice. The Services are not intended be used to diagnose, treat, manage, mitigate or prevent any health condition of any kind, including diseases, disorders or abnormal physical states, or any of their symptoms. The Services provide information tools only and are not a substitute for professional judgment by any healthcare provider.
- 2.2 You should not rely on the Services to diagnose, treat, manage, mitigate or prevent any health condition of any kind, including diseases, disorder or abnormal physical states or any of their symptoms. The Services are exclusively intended to display and analyze medical information about you and support you in making decisions about prevention, diagnosis, management, mitigation or treatment of a diseases, disorders or abnormal physical states, or any of their symptoms. We expressly disclaim any representation or warranty, whether express, implied or existing by operation of law or by usage, that that the Services are capable of doing so. The Services are not intended to replace the clinical judgement of a healthcare professional to make a clinical diagnosis or treatment decision regarding you as an individual patient. The Content (as defined below) may not be complete either, and we may not have access to all the information needed to provide a complete overview of the illnesses or medical conditions that you may carry.

- 2.3 You understand that we are not responsible for any actions that you decide on taking based on the Services, that you are responsible for validating your assumptions and obtaining independent professional advice and independent exams and tests to confirm whether you carry any illnesses or medical conditions as appropriate. We won't be responsible for any Losses resulting from decisions or actions taken based on the Services. expressly disclaim any representation, whether express, implied or existing by operation of law or by usage, that the Content is accurate, up-to-date or complete.
- 2.4 Please consult with a licensed physician or other qualified healthcare provider before making any decisions or taking any actions that may affect your health and safety.
- 2.5 Never disregard medical or other professional advice or delay in seeking it because of something you have read in connection with the Services. Always consult with your healthcare professional if you have any questions or concerns about your health or condition or if you experience any changes in your condition or health status.
- 2.6 If you think that you have a medical emergency, call emergency services or go to the nearest open emergency room immediately.

3. MODIFICATION TO THE TERMS

- 3.1 We may modify this Agreement from time to time. We will notify you by email, through the Care+ app, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

4. REGISTRATION AND ELIGIBILITY

- 4.1 To use the Services, you may be required to create or update an account (the "**Account**") and will be asked to provide certain personal information, which may include your name, birth date, and email address. This information will be held and used in accordance with our Privacy Policy.
- 4.2 You agree that you will supply accurate and complete information to ITEQ, and that you will update that information promptly after it changes.
- 4.3 To create an Account and access the Services, you represent that you are at least 18 years old.
- 4.4 You are responsible for maintaining the confidentiality of your username and password of your Account. ITEQ recommends that you use a strong password, that you change it frequently, and that you do not reuse passwords. ITEQ may reject, or require that you change, your username or password. If you become aware of any unauthorized use of your Account, you must notify ITEQ immediately. It is your responsibility to update or change your Account information, as appropriate.
- 4.5 You grant ITEQ and all other persons or entities involved in the operation of the Services the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Services.

5. ACCEPTABLE USE

- 5.1 As a condition of using the Services, you agree not to use the Services for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services and you shall abide by all local, provincial, federal laws and regulations and any applicable regulatory codes. You agree that if you take any of the following actions, you will be materially

breaching these Terms, and you agree that you may not engage in any of the following prohibited activities:

- 5.1.1 Attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein;
- 5.1.2 Interfere with or disrupt the integrity or performance of the Services;
- 5.1.3 Copy, frame, mirror, adapt, alter, modify, translate, or create derivative works of any part or content of the Services;
- 5.1.4 Attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- 5.1.5 Access the Platform in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services that is confusingly similar to the Services;
- 5.1.6 Use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- 5.1.7 Engage in activity that incites or encourages violence or hatred against individuals or groups;
- 5.1.8 Impersonate any person or entity, including, but not limited to, an employee of ITEQ, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- 5.1.9 Access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- 5.1.10 Send unsolicited communications, promotions or advertisements, or spam;
- 5.1.11 Place any advertisements within our Services;
- 5.1.12 Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- 5.1.13 abuse referrals or promotions to get more credits than deserved;
- 5.1.14 Sublicence, lease, loan, resell, time share, distribute or similarly exploit the Services or otherwise transfer your rights to the Services;
- 5.1.15 Use the Services for consumer purposes, as the Services are intended for use by businesses and organizations;
- 5.1.16 Use the Services to store or transmit infringing, libellous, obscene, immoral or otherwise unlawful or tortious material, or to store or transmit any material in violation of third party privacy rights or intellectual property rights;

- 5.1.17 Upload any material that contains software viruses or any other computer code, files or programs that is malicious, technologically harmful or designed to interrupt, destroy or limit the functionality of any computer software or the Services;
- 5.1.18 Use contact or other user information obtained from the Services (including email addresses) to contact other users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for users for use outside of the Services; or
- 5.1.19 Authorize, permit, enable, induce or encourage any third party to do any of the above.

5.2 Any such forbidden use shall immediately terminate your licence to use the Services.

6. INTELLECTUAL PROPERTY

- 6.1 ITEQ owns all Intellectual Property in the Services and the related or underlying technologies, including all rights, title and interests. This includes the related documentation, our logos, trademarks and distinctive signs. You are not authorized to use, display or copy our Intellectual Property, except as set forth under applicable laws. All rights not granted herein are reserved.
- 6.2 ITEQ shall own all right, title and interest in and to any suggestions, requests or recommendations for improvements or enhancement to the Services that you may, alone or jointly submit to ITEQ (collectively, "**Feedback**"). You hereby irrevocably (i) assign all rights, titles and interests in and to the Feedback to ITEQ; and (ii) waives or will cause to waive, in favour of ITEQ, its successors and assigns any and all moral rights that you may have in the Feedback in each jurisdiction throughout the world, to the fullest extent that such rights may be waived in each respective jurisdiction and ITEQ accepts this assignment and waiver.

7. LIMITED LICENCE TO THE SERVICES

- 7.1 ITEQ grants you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable licence to use the Services for your individual and personal use and enjoyment, and the Content, in each case subject to and conditional on your continued compliance with the terms and conditions of these Terms. All Content available through the Services is owned by ITEQ and ITEQ's third-party providers, as applicable. All Content is provided for informational purposes only, and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content. These Terms permit you to use the Services for your personal use only, and not for any commercial purpose other than for purposes as set out in these Terms.
- 7.2 For greater certainty, ITEQ, in its sole discretion, may terminate or suspend your license to use the Services or the Content at any time, for any reason or no reason, with or without notice to you, and without any liability to you or any other person. If ITEQ terminates or suspends your license to use some or all of the Services or Content, these Terms will nevertheless continue to apply in respect of your use of the Services and Content prior to such termination or suspension.
- 7.3 To avoid any doubt, ITEQ owns all the text, images, photos, audio, video, location data, software, code, and the Content.
- 7.4 Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Services and the Content are retained by us.

8. LICENCE TO YOUR CONTENT

- 8.1 You retain all rights to such User Content that you post, share, or log through the Services.

- 8.2 You grant ITEQ a non-exclusive, transferable, sublicensable, worldwide, royalty-free licence to use, copy, exploit, modify, publicly display, publicly perform, create derivative works from, incorporate it into other works, change, reformat, and distribute your User Content in connection with providing and operating the Services and related services and/or for ITEQ's promotional purposes (for example, by displaying on our website, within the Services, in social media, on any website or platform in the internet as we may deem appropriate), subject to ITEQ's privacy policy.
- 8.3 ITEQ reserves the right to review all User Content prior to submission to the Services and to remove any content or media for any reason, at any time, without prior notice, at our sole discretion.

9. WARRANTY DISCLAIMER

- 9.1 You understand and agree that your use of the Services is solely at your own risk and that you will be solely responsible for any damage to your mobile device or computer or any other equipment or loss of data that may result from your use of the Services.
- 9.2 The Services and the Third Party Services are provided on an "as is" and "as available" basis without any warranty of any kind, expressed, implied or statutory. ITEQ specifically disclaim any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing, usage or trade. No advice or information, whether oral or written, obtained by you from us or through the Services shall create any warranty not expressly made herein. You may not rely on any such information or advice. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.
- 9.3 ITEQ make no warranties that the Services or any Content obtained through the Services will meet your requirements or be adapted to your personal need and health condition, or that the Services will be uninterrupted, timely, secure, non-infringing or error-free. You understand and agree that you are responsible for any and all charges, costs and expenses for access to or use of the Services. We assume no liability or responsibility for any performance degradation, interruption or delays of the Services, or errors or omissions in any Content on or through the Services.
- 9.4 ITEQ makes no representation, warranty, guarantee about any Third Party Services or related content directly or indirectly accessed through links available through the Services.
- 9.5 Any decision or action taken by you on the basis of information, Content provided in or through the Services is at your sole discretion and risk. ITEQ is not responsible or liable for any such decision, or for the accuracy, completeness, usefulness, or availability of any Content displayed, transmitted, or otherwise made available through the Services. ITEQ does not guarantee the quality, suitability or safety of the Services and you agree to assume all risk arising out of your use of the Services.
- 9.6 In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations in this Section 9 may not apply to you.

10. LIMITATION OF LIABILITY

- 10.1 ITEQ, (which in this Section 10 includes its directors, officers, employees, shareholders, affiliates, agents and independent third party contractors) shall not be liable for any damages, liability or losses arising out of your use of or reliance on the Services, or your inability to access or use the Services or any delay in your doing so.
- 10.2 Without limiting the generality of the preceding, under no circumstance will ITEQ be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including professional

negligence, personal injury, lost of use, lost income or lost data, whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, related to, in connection with, or otherwise resulting from any use of the Services.

- 10.3 Notwithstanding the above, in no event will the total aggregate liability of ITEQ for any damages, liability or losses, costs and expenses (including legal fees and expenses) owed to you related to the Services, the Content, or these Terms, exceed the lesser of (a) the direct damages suffered by you, and (b) one hundred Canadian dollars (\$100 CAD).
- 10.4 In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations in this Section 10 may not apply to you.

11. THIRD-PARTY SERVICES

- 11.1 The Services may give you access to Third Party Services. ITEQ does not control Third Party Services in any manner and, accordingly, ITEQ is not responsible for the privacy practices of such Third Party Services and does not assume any liability associated with such Third Party Services. Your linking to or use of any Third Party Services other than the Services is at your own risk.
- 11.2 ITEQ's inclusion of links to Third Party Services does not imply any endorsement of any kind by ITEQ of the material located on or linked to by such Third Party Services and should not be deemed as such by any user of the Services.
- 11.3 ITEQ disclaims any responsibility for the products or services offered or the information contained on any Third Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, including protecting your personal information and privacy in using any such Third Party Services and complying with relevant agreements.

12. INDEMNITY

- 12.1 You agree to indemnify and hold ITEQ (which in this Section 12 includes its directors, officers, employees, agents and shareholders) harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; or (iii) your violation of the rights of any third party, other Users, or any person on whose behalf you request the Services.

13. MOBILE APP MARKETPLACE

- 13.1 Apple Store. The following applies to any ITEQ app, including the Care+ App, or any other Services you obtain from the Apple App Store (an "**Apple ITEQ App**"): You acknowledge and agree that these Terms are solely between you and ITEQ, and not with Apple, Inc. ("**Apple**") and ITEQ, not Apple, is solely responsible for the Apple ITEQ App and the content thereof. You may only use the Apple ITEQ App on Apple branded products that you own or control. You must comply with the App Store Terms of Service. In the event of any inconsistency between a term of these Terms and a term of the App Store Terms of Service, the term of the App Store Terms of Service will prevail. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple ITEQ App. In the event of any failure of the Apple ITEQ App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple ITEQ App (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple ITEQ App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to ITEQ as the supplier of the Apple ITEQ App. You acknowledge that Apple is not responsible for addressing any

claims of you or any third party relating to the Apple ITEQ App or your possession and/or use of the Apple ITEQ App, including, but not limited to (a) product liability claims, (b) any claim that the Apple ITEQ App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to ITEQ as supplier of the Apple ITEQ App. You acknowledge that, in the event of any third-party claim that the Apple ITEQ App or your possession and use of the Apple ITEQ App infringes that third party's intellectual property rights, ITEQ, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. If you have any questions, complaints or claims with respect to the Apple ITEQ App, you may direct them to ITEQ at contact@iteqtelesante.com, Attention Ralph Benatar, or call us (+1) 514-8674718, or contact us by email at r.benatar@iteqtelesante.com. You agree to comply with all applicable third-party terms of agreement when using the Apple ITEQ App, including your wireless data service agreement. You and ITEQ acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and you will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

- 13.2 Google Play Store. The following applies to any ITEQ app, including the Care+ App, or any other Services you obtain from the Google Play Store (a "**Google ITEQ App**"): You acknowledge and agree that these Terms are solely between you and ITEQ, and not with Google, Inc. or any of its subsidiaries (collectively, "**Google**"). You must comply with Google's then-current Google Play Terms of Service. In the event of any inconsistency between a term of these Terms and a term of the Google Play Terms of Service, the term of the Google Play Terms of Service will prevail. Google is only a provider of the Google Play Store where you obtained the Google ITEQ App. ITEQ, and not Google, is solely responsible for the Google ITEQ App. Google has no obligation or liability to you with respect to the Google ITEQ App or these Terms. You acknowledge and agree that Google is a third-party beneficiary of these Terms.

14. TERMINATION

- 14.1 We reserve our rights to suspend your access to your Account and to the Services with or without notice if you breach these Terms, if we have reasonable motives to believe that you breached these Terms or you are about to breach these Terms, or as necessary to protect the Services. We will reactivate your access after we finish our inquiries, and after communicating and handling the situation with you.
- 14.2 You can terminate these Terms at any time by ceasing to use the Services and requesting the deletion of your Account.
- 14.3 In case of termination or expiration of these Terms, all limitations of liability, exclusions and provisions, which by their nature should survive the duration of these Terms, will survive.

15. GENERAL TERMS

- 15.1 The laws of the Province of Québec and the applicable laws of Canada shall govern these Terms, without giving effect to any choice or conflict of law provision or rule (whether in Québec or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Province of Québec, Canada. The *United Nations Convention on the International Sale of Goods* is specifically excluded from application to the Terms of Services. Any claims arising from these Terms will be exclusively settled by the competent courts in Montreal, Québec, Canada.

- 15.2 These Terms constitute the whole and entire agreement between you and us in connection with your use and access to the Services and supersede any other agreement or understanding. These Terms cannot be modified except as set forth herein. Even if we decide not to enforce our rights herein, this will not constitute a waiver of such rights, unless we confirm this in writing. We can assign these Terms upon written notice to you, and our successors and permitted assigns will be bound by these Terms. You cannot assign or transfer these Terms under any circumstances.
- 15.3 You can consult a French version of these Terms here: <https://iteqtelesante.com/politique-de-confidentialite/>