

## Terms of Service

Last Revised: April 1, 2021

Accessible Professionals INC (“**Accessible Professionals**”, “**we**”, “**our**” or “**us**”) welcomes you (the “**User(s)**”, or “**you**”) to our website at: [www.AccessibleProfessionals.com](http://www.AccessibleProfessionals.com) (the “**Site**”) and to our social network for members (“the “**Network**”) available via the Site (Network and the Site – the “**Service**”, as further detailed below).

You may use the Service (or any part thereof) only in accordance with the terms and conditions hereunder.

### **IMPORTANT- NO ADVICE:**

**THIS SERVICE PROVIDES INFORMATION ONLY AND DOES NOT PROVIDE ANY MEDICAL ADVICE. ACCESSIBLE PROFESSIONALS SITE AND SOCIAL NETWORK IS NOT A HEALTH CARE PROVIDER AND THE SERVICE IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL KNOWLEDGE AND CONSIDERATION ONLY, AND DOES NOT PROVIDE OR CONSTITUTE AS PROFESSIONAL OR MEDICAL ADVICE, DIAGNOSIS, TREATMENT, CONSULTATION OR HEALTHCARE SERVICE IN ANY WAY, AND MUST NOT BE RELIED UPON AS SUCH.**

**FURTHER, THIS SERVICE CANNOT BE USED FOR MEDICAL DECISIONS AS IT IS A SOCIAL NETWORK PLATFORM. AS SUCH IT IS NOT REGULATED BY ANY GOVERNMENTAL AGENCY, INCLUDING HEALTH CANADA AND IS NOT IN COMPLIANCE WITH THE Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A OR THE Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

### **1. Acceptance of the Terms**

By entering to, connecting to, accessing or using the Service you acknowledge that you have read and understood the following Terms of Service including the terms of our Privacy Policy available at <https://accessibleprofessionals.com/privacy-policy> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service, and you acknowledge that these terms constitute a binding and enforceable legal contract between Accessible Professionals and you.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICE.**

By accepting these Terms, you represent that any and all information you provide us through the Service is true and accurate. The provision of any false or fraudulent information is strictly prohibited.

### **2. The Service**

**Informational and social network service.** The Service is an informational and social network service that enables its Users to obtain and provide immediate and ongoing information on personal and medical conditions and medical treatments and to share information between Users, including optional treatments,

personal views on medical conditions and treatments, treatment tasks, personal recommendations, electronic medical records, bureaucracy challenges and shortcut recommendation by Users, optional ways to improve medical treatment as well as the opportunity to communicate and obtain support from persons experiencing similar medical conditions.

- **Access to healthcare professionals.** The Network makes available to its Users certain healthcare professionals such as registered doctors, researchers, nurses, physiotherapist, psychotherapists, social workers, occupational therapists, naturopaths, therapists, chiropractors, and other mentors or professionals who are identified on the Network as such (the “**Verified Users**”). Through your use of the Service, you may have access to communication with such Verified Users and be able to ask them questions. The User hereby acknowledges and agrees that its interaction with the Verified Users is solely at its own risk. Accessible Professionals shall not be liable or responsible in any way whatsoever for any damage, loss, liability, cost, expense or claim in connection with any advice or information provided by such Verified Users, including without limitation as to the reliability, quality, accuracy or usability of such advice or information, nor in connection with the identity, qualification or credentials of the Verified Users.
- **Access to legal professionals.** The Network makes available to its Users certain legal professionals such as a family lawyer. Through your use of the Service, you may have access to communication with such Verified Users and be able to ask them questions. The User hereby acknowledges and agrees that its interaction with the Verified Users is solely at its own risk. Accessible Professionals shall not be liable or responsible in any way whatsoever for any damage, loss, liability, cost, expense or claim in connection with any advice or information provided by such Verified Users, including without limitation as to the reliability, quality, accuracy or usability of such advice or information, nor in connection with the identity, qualification or credentials of the Verified Users. Additionally, communication with legal professionals through the Service does not constitute a solicitor-client relationship between the User and the Verified User, until such time as the Verified User confirms that they are willing to represent the User.

**Personalized Information.** In accordance with the information you provide Accessible Professionals, or due the fact that you are a User of the Site, the Service may offer you personalized tips, information and notifications, which are based on aggregated statistics and/or information provided to us by other users and/or third parties. In addition, the Service may also show you public posts of other users who have a similar profile/ characteristic or similar interests which may include questions or information that might interest you.

**Information and about Relevant Clinical Trials.** As part of the Service, Accessible Professionals may contact you through the contact details you provided or during your use of the Services, for the purpose of informing you of workshops that might be relevant to you in accordance with our Privacy Policy.

**Third Party Health Service Providers Information Zones.** The User may choose to enter designated zone(s) in the Services, dedicated to specific third party health care service providers (who are approved partners of Accessible Professionals, such as specific hospitals). Such zone allows Users to connect to said health services provider and to take part in other sub-groups applicable to, and offered by, such third part provider, receive information regarding the provider and receive provider’s generic forms (the “**Health Service Providers Information Zones**”). The registration to the Health Service Providers Information Zones is subject to the provision of a specific access code, supplied to the User by the applicable third party provider, allowing you to enter to the applicable Health Service Providers Information Zone, and additional terms and conditions may apply.

The Service is not allowed for use by individuals who are under the age of eighteen (18) years old (see Section 10 below).

THE INFORMATION WHICH MAY BE AVAILABLE TO YOU THROUGH THE SERVICE IS BASED SOLELY ON AGGREGATED STATISTICS AND/OR INFORMATION PROVIDED TO US BY OTHER USERS AND/OR THIRD PARTIES. SUCH INFORMATION MAY THEREFORE BE INACCURATE OR CONTAIN ERRORS, AND ACCESSIBLE PROFESSIONALS IS NOT RESPONSIBLE IN ANY WAY FOR THE QUALITY, RELIABILITY, ACCURACY AND USABILITY OF SUCH INFORMATION. THE SERVICE PROVIDES A PLATFORM FOR COMMUNICATION BETWEEN USERS AND GROUPS OF USERS. THROUGH SUCH COMMUNICATION, YOU MAY RECEIVE AMONGST OTHER THINGS INFORMATION, PERSONAL INFORMATION, PERSONAL OPINIONS, ALTERNATIVE APPROACHES, OFFICIAL AND UNOFFICIAL PROCEDURES, SEMI-MEDICAL AND MEDICAL INFORMATION. PLEASE NOTE THAT INFORMATION IS PROVIDED AT YOUR OWN RISK AND ACCESSIBLE PROFESSIONALS SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR THE QUALITY, RELIABILITY, ACCURACY AND USABILITY OF SUCH ADVICE.

BY USING THE SERVICE, YOU AGREE THAT ACCESSIBLE PROFESSIONALS IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE USE OF THE SERVICE AND PARTICIPATION IN THE NETWORK.

WE STRONGLY URGE YOU TO CONSULT YOUR PHYSICIANS AND MEDICAL PROFESSIONALS IN ALL MEDICAL AND HEALTH RELATED DECISIONS AND TO REVIEW ANY INFORMATION WITH QUALIFIED PROFESSIONALS OUTSIDE OF THE SERVICE, WHO ARE FULLY AWARE OF YOUR INDIVIDUAL NEEDS AND CIRCUMSTANCES.

ACCESSIBLE PROFESSIONALS DOES NOT IN ANY WAY ENDORSE, RECOMMEND OR ASSUME ANY RESPONSIBILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN WHOLE OR PARTIAL RELIANCE ON THE SERVICE OR ANY CONTENT THEREOF OR OBTAINED THEREBY, NOR FOR ANY LOSS, INJURY, INCONVENIENCE, HARM AND/OR DAMAGE INCURRED AS A RESULT OF, OR IN CONNECTION WITH, THE SERVICE OR USE THEREOF.

ACCESSIBLE PROFESSIONALS IS NOT OWNED IN ANY MANNER BY ANY MEDICAL OR HEALTHCARE INSTITUTION OR ANY PHARMACEUTICAL CORPORATION, AND DOES NOT PROVIDE ANY PARTICULAR ENDORSEMENT FOR SUCH.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE AND PARTICIPATION IN THE NETWORK IS ENTIRELY AT YOUR OWN RISK.

### **3. Registration and User Account**

In order to use the Service and access the Network, you must register and open a User account on the site (the **"Membership Account"**). Registration must be done by providing us with certain details as described in our Privacy Policy at <https://accessibleprofessionals.com/privacy-policy>. During the registration process, you may be asked to choose a password and username for your Account.

To learn more about the type of information collected by us when you register to the Service, please visit our Privacy Policy at: <https://accessibleprofessionals.com/privacy-policy>.

You must provide accurate and complete information when creating an Account and you agree to not misrepresent any of your personal information or Account information, and to keep your Account information accurate and up to date.

You may not assign or transfer your rights or delegate your duties under the Account and/or these Terms without the prior written consent of Accessible Professionals.

**If you provide a password and username, you are solely and fully responsible for maintaining the confidentiality of the login credentials (e-mail, username and password) of your Account and for all activities that occur under your Account.** You agree not to disclose your login credentials to any third party. If you forget your password, you can request to have a new password sent to your registered e-mail address. Your Account is at risk if you let someone else use it inappropriately and we reserve the right to terminate your Account if you or anyone using your Account violates these Terms.

You must notify us immediately of any unauthorized use of your Account of login credentials or any other breach of security. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with the Terms or from any unauthorized use of your Account or any other breach of security. You may be liable for the losses of Accessible Professionals and/or others due to any such use.

To help protect the privacy of data and personally identifiable information you transmit through use of our service, we maintain physical, technical and administrative safeguards. We update and test our security technology on an ongoing basis. We restrict access to your personal data to those employees who need to know that information to provide benefits or services to you. In addition, we train our employees about the importance of confidentiality and maintaining the privacy and security of your information. We commit to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.

If you wish to modify your Account information, or if you wish to terminate your Account, you may do so by contacting us at: [support@accessibleprofessionals.com](mailto:support@accessibleprofessionals.com). Your Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date you will no longer be able to access your Account, and without derogating from any right or claim available to Accessible Professionals, any and all permissions, rights and licenses granted to you under these Terms shall be instantly terminated and revoked.

**NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR ACCOUNT. ACCESSIBLE PROFESSIONALS SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.**

#### **4. User Representations and Undertakings**

**Your use of the Service (or any part thereof) is dependent on the fact that you hereby represent and warrant that:**

- You possess the knowledge and judgment necessary to decide whether to use the Service or otherwise rely on any information available therein;
- You agree that Accessible Professionals does not monitor or provide any information that is provided on this Service and is not responsible for the content of such information. Accessible Professionals reserves the right however, to remove any information that violates any of the Terms;
- You will not rely on Accessible Professionals or the Service in any way, as you fully understand that we do not provide any professional or medical advice, diagnosis or treatment or any healthcare service, nor do we provide any endorsement, support, representation or guarantee regarding the accuracy, reliability, truthfulness, legality or completeness of any service, information or content that may be available to you on or in connection with the Service;
- You will obtain appropriate professional advice (including medical advice) regarding any information you receive on this Service. You acknowledge that there is no professional relationship (including any doctor-patient, advisor-advisee or solicitor-client relationship) between you and Accessible Professionals, and that you may not solely or fundamentally rely on any information, content or any features you find on or through the Service;
- You acknowledge that there are risks in using the Service and/or relying solely on information available on or through the Service and that Accessible Professionals cannot and does not guarantee any specific outcomes from such use and/or reliance or ignorance, and you hereby

assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such use, reliance and/or ignorance. Such risks may include, among others, inaccurate or incomplete representation or misrepresentation of information, goods or services, breach of warranty and/or contract, violation of rights and any consequent claims;

- You possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder;
- If you connect to, access or use the Service on behalf of any third party, family member or dependent, you represent and warrant that you are duly authorized under any applicable law to represent such third party, family member or dependent in connection with these Terms and to commit it to be bound by these Terms, and hereby make all representations and warranties herein on both your and its behalf;
- You possess any and all consents required under any applicable laws, regarding the posting of any personal information of others to the Service, and shall adhere to any applicable laws regarding such information;
- When uploading medical information to the Service, you will delete any identifiers, such as name, contact details, social insurance numbers and identification numbers;
- The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- You acknowledge that you are solely responsible for complying with applicable laws regarding your use of the Service;
- In case you are changing your private phone number, you are responsible to notify Accessible Professionals support team about this change in order to migrate your Account info to your new phone number. You can notify the Accessible Professionals technical support group in the following email address: support@accessibleprofessionals.com
- You will not post any information that infringes on the intellectual property rights of another, and will not post material which is protected by copyright or any other applicable laws or violate any of the Terms; and
- By using the Service, you hereby agree to its terms of use and thereby waive in advance any claim and/or demand and/or legal suit of any kind towards Accessible Professionals relating to the Service's use.

## 5. Use Restrictions

There are certain conducts which are strictly prohibited on and/or with respect to the Service. Please read the following restrictions carefully. Your failure to comply with the provisions hereunder may result (at Accessible Professionals sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

### **You may not, whether by yourself or anyone on your behalf:**

- copy, modify, create derivative works of, reverse engineer, adapt, emulate, translate, compile, decompile or disassemble the Service (or any part thereof), and/or permit others to do so;
- copy, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Service, including any User Generated Content (as defined below) and any other information, material and data available on the Service, (collectively, the “**Content**”) in any way, or publicly display, perform, or distribute the Content, without Accessible Professionals prior written consent. For purposes of these Terms, any User Generated Content and any other information, material and data, which were originally uploaded to the Service by you or on your behalf, or were originally owned by you, shall not be considered as Content;
- make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without Accessible Professionals prior written consent;

- create a browser or border environment around the Service and/or Content, link, including in-line linking, to elements on the Service, such as images, posters and videos, and/or frame or mirror any part of the Service, unless as expressly permitted hereunder;
- interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Service without their express and informed consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- defame, abuse, harass, stalk, threaten any User or health care provider and/or violate in any way the legal rights of others;
- use, refer to and/or display the Service (or any part thereof) on and/or with respect to any good or service, which in itself and/or which contains any information or content that may be considered as abusive, harassing, threatening, inciting hatred, encouraging or facilitating anti-social behavior, promoting illegal drugs, the tobacco industry or the armaments industry, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, offensive and/or violating in any way the legal rights of others, and/or where presence of the Content or any reference to Accessible Professionals and/or the Service might be perceived as damaging to Accessible Professionals reputation and goodwill or actually bring Accessible Professionals into disrepute;
- transmit, distribute, display or otherwise make available through or in connection with the Service any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;
- impersonate any person, entity, or another User of the Service or provide false information or misrepresent yourself on the Service, whether directly or indirectly;
- falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Accessible Professionals or any third party endorses you, your business, or any statement you make, or present false or inaccurate information about and/or through the Service;
- transmit or otherwise make available in connection with the Service, and/or use the Service to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- interfere with or disrupt the operation of the Service, or the servers or networks that host the Service or make the Service available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- sell, license, or exploit for any commercial purposes any use of or access to the Content and/or Service;
- use the Service for and/or in connection with any form of spam, unsolicited mail or similar conduct;
- create a database by systematically downloading and storing all or any of the Content, or forward any data generated from the Service without the prior written consent of Accessible Professionals;
- bypass any measures which may be used to prevent or restrict access to the Service and/or certain functionalities therein;
- transfer or assign your Account's login credentials, even temporarily, to a third party;
- use the Content and/or the Service for any illegal, immoral or unauthorized purpose
- provide Content that is or may reasonably be believed to be illegal, fraudulent, or unauthorized or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves or you reasonably believe or should reasonably believe to involve any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
- provide Content that does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations;
- use the Service and/or the Content for non-personal or commercial purposes without Accessible Professionals prior express written authorization; or
- infringe or violate any of these Terms.

## 6. **User Generated Content**

- o The Service allows you to upload, post, publish and make available through it, your own information such as text, images, text material, photos, reviews, medical information and any other communications and proprietary materials (the **"User Generated Content"**). The User Generated Content may be hosted, shared and/or published as part of the Service and may be visible to and accessed by other Users of the Service. We urge you to be aware and conscious of your privacy with respect to the User Generated Content that you choose to upload. Please ensure that when you use the Service, you respect the proprietary rights including any intellectual property and privacy rights of third parties who have any rights with respect to the User Generated Content you uploaded to the Service. Accessible Professionals will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with uploading any User Generated Content.
- o As long as your User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property. You hereby further acknowledge and agree that the User Generated Content is non-confidential.
- o You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such User Generated Content, on the Service, in any way. You hereby warrant that your User Generated Content is true, current, accurate and complete.
- o You represent and warrant that you are the rightful owner of the User Generated Content you upload to the Service or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Generated Content and that such User Generated Content does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights). IT IS THE USER'S RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE USER GENERATED CONTENT, AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.
- o You expressly agree that the User Generated Content that you post or upload will not include (i) content or information that is confidential or that is not in the public domain; (ii) any spam, unsolicited promotions, advertising, contests or raffles; (iii) content which is, inter alia, unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iv) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (v) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (vi) content that poses a risk to a person's safety, security or health. The above examples of unlawful and prohibited User Generated Content does not constitute an exhaustive list.
- o Although Accessible Professionals has no obligation to screen, edit or monitor any of the User Generated Content, Accessible Professionals explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available on the Service at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Generated Content you post or store on the Service at your sole expense.
- o When you upload, post, publish or make available any User Generated Content on the Service, you grant to (i) Accessible Professionals an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, fully sub-licensable and worldwide license, to use, reproduce, distribute, transmit, create derivative works of, display, copy, make available to the public and perform that User Generated Content, along with the name that you submit in connection with such User Generated Content, in connection with the Service and/or Network, whether through the internet, mobile devices or otherwise, in any media formats and through any media channels known today and

developed in the future; and (ii) unless you otherwise restrict through your Account on the Network, each User of the Service a non-exclusive and royalty-free license to access your User Generated Content through the Service and to use such User Generated Content for personal and non-commercial purposes. Accessible Professionals may publish and use any User Generated Content without the Users prior consent. You hereby agree and understand that you will not be entitled to prevent any transfer of User Generated Content to any third party. Accessible Professionals shall not bear any liability for any use by any third party of the User Generated Content. In addition, you hereby explicitly waive any moral right and other intellectual property right you may have in and to the User Generated Content and forever waive and agree not to claim or assert any entitlement or interest to any and all moral rights or other intellectual property rights in any of the User Generated Content.

- o Accessible Professionals takes no responsibility and assumes no liability for any User Generated Content upload, posted, published and made available by you or any third party in the service, or for any loss or damage thereto, nor is Accessible Professionals liable for any mistakes, defamation, libel, falsehoods, obscenities or pornography you or any other third party may encounter.

## 7. Privacy Policy

We respect the privacy of our Users and are committed to protect the information you share with us in connection with the Service. Our policy and practices and the type of information collected are described in our Privacy Policy at <https://accessibleprofessionals.com/privacy-policy>. If you intend to connect to, access or use the Service you must first read and agree to the Privacy Policy.

## 8. Intellectual Property

The Service (including the Site and Network), the User Generated Content, the Accessible Professionals proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, icons, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to Accessible Professionals, and are subject to copyright and other applicable intellectual property rights under Canadian laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Accessible Professionals proprietary rights, including Accessible Professionals Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

Accessible Professionals hereby grants you, and you accept, a personal, non-exclusive, non-commercial, non-transferable, non-sublicensable, fully revocable, limited license to use the Site, Network and Content, solely for the limited purpose of using the Service for a personal, non-commercial needs in accordance with the Terms.

"Accessible Professionals" and all logos and other proprietary identifiers used by Accessible Professionals in connection with the Service, ("**Accessible Professionals Trademarks**") are all trademarks and/or trade names of Accessible Professionals, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on or with respect to the Service



belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Accessible Professionals Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Accessible Professionals Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Accessible Professionals and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Service, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Accessible Professionals marks and logos, whether registered or not.

## 9. Minors

You may use the Service only if you are at least eighteen (18) years old. You represent that you are at least eighteen (18) years of age and if you are under the age of eighteen (18), you may only use the Service under the supervision, or with the direct consent, of a parent or legal guardian who has agreed to any agreement you enter into while using the Service, including these Terms. We reserve the right to require you at any stage to provide proof of age, and, if applicable, approval of your use of the Service by your parent or legal guardian, so that we can verify that only eligible Users are using the Service. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Service, and we have not received your parent’s or legal guardian’s consent, we reserve the right to prohibit and block such User from accessing the Service and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy at <https://accessibleprofessionals.com/privacy-policy> with respect to such User).

## 10. Third Party Services

- o We welcome and permit links to any page on our Service, so long as the link does not state or imply any connection or endorsement of you, your website and/or service by Accessible Professionals, and does not portray Accessible Professionals in a false manner or otherwise may be perceived as damaging to Accessible Professionals reputation and goodwill or actually bring Accessible Professionals into disrepute. We do not permit framing, deep linking or inline linking unless as explicitly permitted herein in order to use the Service.
- o The Service may be linked to through certain third party websites and other third party services, including via advertisements (collectively, “**Third Party Services**”). Such Third Party Services are independent from the Service. You hereby acknowledge that Accessible Professionals has no control over such Third Party Services, and further acknowledge and agree that Accessible Professionals is not responsible for the availability of Third Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.
- o You further acknowledge and agree that Accessible Professionals shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third Party Services.

## 11. Advertisements, Searches, and Links to Other Sites

- o We may provide sponsored awareness campaigns, sponsored content or links to third-party web sites and products. We also may select certain sites and certain products as priority responses to search terms you enter and may agree to allow advertisers to

respond to certain search terms with advertisements or sponsored content. Accessible Professionals does not recommend and does not endorse the content on any third-party websites or products and specifically Accessible Professionals does not endorse any of the pharmaceutical products advertised. Accessible Professionals is not responsible for the content of linked third-party sites or pharmaceutical products framed within the Services (the Site), third-party sites or products provided as search results, or third-party advertisements, or third-party pharmaceutical products and does not make any representations regarding their content or accuracy.

- o Your use of third-party websites or third-party pharmaceutical products is at your own risk and subject to the terms and conditions of use for such sites.
- o ACCESSIBLE PROFESSIONALS DOES NOT ENDORSE ANY PRODUCT, SERVICE, OR TREATMENT ADVERTISED FRAMED WITHIN THE SERVICES (THE SITE) OR THIRD PARTY PHARMACEUTICAL PRODUCTS.

## 12. **Third Party Components**

The Service may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Service and Accessible Professionals disclaims all liability related thereto. You acknowledge that Accessible Professionals is not the author, owner or licensor of any Third Party Components, and that Accessible Professionals makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Service or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

## 13. **Availability**

The Service’s availability and functionality depend on various factors, such as communication networks, software, hardware, and Accessible Professionals service providers and contractors. Accessible Professionals does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

## 14. **Changes to the Service**

Accessible Professionals reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Service (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Service may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. Accessible Professionals reserves the right not to upload any Content you may make available to the Service. You agree that Accessible Professionals shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Service (or any part thereof). In addition, Accessible Professionals may, at any time and in its sole discretion, elect to charge a fee in consideration for providing the Services.

## 15. **Disclaimer and Warranties**

ACCESSIBLE PROFESSIONALS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICE (OR ANY PART THEREOF).

THE SERVICE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

ACCESSIBLE PROFESSIONALS AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “**ACCESSIBLE PROFESSIONALS AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICE.

ACCESSIBLE PROFESSIONALS DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. ACCESSIBLE PROFESSIONALS MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

**YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.**

#### **16. Limitation of Liability**

IN NO EVENT SHALL ACCESSIBLE PROFESSIONALS AND/OR ANY OF THE ACCESSIBLE PROFESSIONALS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICE, USE OR INABILITY TO USE THE SERVICE, FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF ACCESSIBLE PROFESSIONALS TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF ACCESSIBLE PROFESSIONALS OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ACCESSIBLE PROFESSIONALS'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF ACCESSIBLE PROFESSIONALS AND/OR ANY ACCESSIBLE PROFESSIONALS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES

AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL ACCESSIBLE PROFESSIONALS'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO ACCESSIBLE PROFESSIONALS FOR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO ACCESSIBLE PROFESSIONALS FOR THE USE OF THE SERVICE, THEN ACCESSIBLE PROFESSIONALS SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

#### **17. Indemnification**

You agree to defend, indemnify and hold harmless Accessible Professionals and any Accessible Professionals Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Service (or any part thereof); (ii) breach of any term of these Terms by you or anyone using your Account; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Service or provision of information to the Network; and (v) your violation of any applicable law or regulation

#### **18. Amendments to the Terms**

Accessible Professionals may change the Terms from time to time, at its sole discretion and without any notice, including the **Privacy Policy** at: <https://accessibleprofessionals.com/privacy-policy> Substantial changes of these Terms will be first notified on the Service and/or by sending you an e-mail regarding such changes to the e-mail address that is registered under your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

#### **19. Termination of your Account and Termination of the Service**

At any time, Accessible Professionals may block your access to the Service and/or temporarily or permanently limit, suspend or terminate your Account, for any reason, at its sole discretion, in addition to any other remedies that may be available to Accessible Professionals under any applicable law. Such actions may be taken if Accessible Professionals deems that you have breached any of these Terms in any manner.

Additionally, Accessible Professionals may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Accessible Professionals does not assume any responsibility or liability with respect to, or in connection with the termination of the Service and/or loss of any data.

#### **20. General**

- o 1. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- o 2. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Accessible Professionals and you.
- o 3. These Terms, and the rights and remedies provided hereunder, and any and all claims, disputes and controversies arising hereunder or related hereto and/or to the Service, their interpretation, or the breach, termination or validity thereof, the relationships which result

from these Terms, or any related transaction shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of Ontario, Canada without reference to its conflict-of-laws principles, and shall be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts in Ontario, Canada.

- o 4. Accessible Professionals may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof without Accessible Professionals prior explicit and written consent will be null and void.
- o 5. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- o 6. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.
- o 7. These Terms constitute the entire terms and conditions between you and Accessible Professionals relating to the subject matter herein and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Accessible Professionals and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Service. You agree that you will make no claim at any time or place that these Terms have been orally altered or modified or otherwise changed by oral communication of any kind or character. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Accessible Professionals in entering into these Terms.
- o 8. The provisions of Section 4 (User Representations and Undertakings), Section 5 (Use Restrictions), Section 6 (User Generated Content), Section 7 (Privacy Policy, including the Privacy Policy referred to therein), Section 8 (Intellectual Property), Section 9 (Minors), Section 10 (Third Party Services), Section 11 (Third Party Components), Section 12 (General Use Platform Providers), Section 13 (Availability), Section 15 (Disclaimer and Warranties), Section 16 (Limitation of Liability), Section 17 (Indemnification), Section 19 (Termination of your Account and Termination of the Service) and Section 20 (General Sections), will survive the termination or expiration of these Terms.

## 22. Contact

If you have any questions (or comments) concerning the Terms or the Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: [support@accessibleprofessionals.com](mailto:support@accessibleprofessionals.com)

By contacting us, you represent that you are free to do so and that you will not knowingly provide Accessible Professionals with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to Accessible Professionals, and Accessible Professionals may use or refrain from using any such information at its sole discretion.