

TERMS OF USE

These Terms of Use were updated on April 14, 2024.

CONTRACTUAL RELATIONSHIP

These Terms of Use (“**Terms**”) govern the access and/or use, by individuals who have registered with the CareChain™ platform and have a User Account as explained below (“**you**”, “**your**”, “**User**”), of applications, websites, content, products and services (collectively referred to as “**CareChain**”), owned and operated by MultiCIM Technologies Inc. (“**MultiCIM**”, “**we**”, “**us**”).

By accessing and using CareChain, you acknowledge and agree to be bound by these Terms, which establish a contractual relationship between you and MultiCIM. You accept that any authorizations, including these Terms, made electronically hold the same validity as their original counterparts. Except as specified in these Terms, these authorizations will remain effective and enforceable as long as your User Account is active. If you disagree with any part of these Terms at any time, you are required to deactivate your User Account and cease all use of CareChain immediately.

We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms at any time and, by using CareChain, after the amendment of the Terms, you are agreeing to be bound by such modifications, alterations or updates. The date on which these Terms were last amended appear at the top, and notice will be provided of any such amendments.

On notice to you, MultiCIM may immediately terminate these Terms, and/or access to CareChain, or generally cease offering or deny access to CareChain at any time, for any reason.

CARECHAIN PROVIDERS AND SERVICES

All health care providers providing Health Care Services, as defined below, (each a “**CareChain Provider**”) are independent, regulated health care providers registered or otherwise authorised to provide health care in the province or territory in which you are receiving such services. MultiCIM is not a health care provider. CareChain Providers alone are responsible for the Health Care Services they provide through CareChain.

MultiCIM is not a party to the relationship between you and your health care providers, including CareChain Providers. If you want information about any particular CareChain Provider, consult his or her profile on the website of the professional regulator in the applicable province or territory.

CareChain Providers may provide specific clinical assessment and/or treatment services which are within their scope of practice and expertise, in the province or territory in which the CareChain Provider is registered and authorized to provide such services, through CareChain (“**Health Care Services**”).

AVAILABILITY AND LIMITS ON HEALTH CARE SERVICES

There are restrictions on the Health Care Services that can be offered and provided through CareChain. Certain Health Care Services may only be made available to you if you have public health insurance coverage from the province or territory in which you are receiving such services (“**Residency Requirements**”).

YOU MUST NOT USE CARECHAIN FOR EMERGENCY MEDICAL NEEDS. IF YOU BELIEVE THAT YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY OR PRESENT TO YOUR NEAREST EMERGENCY ROOM.

YOU AGREE THAT ANY REFERRALS, ORDERS, INCLUDING PRESCRIPTIONS, AND DIAGNOSTIC IMAGING AND LABORATORY REQUESTS YOU RECEIVE FROM A CARECHAIN PROVIDER IS SOLELY INTENDED FOR YOU.

YOU SHOULD REPORT ANY MEDICATION REACTIONS, SIDE EFFECTS OR OTHER ADVERSE EVENTS TO YOUR FAMILY PHYSICIAN OR, IF YOU DO NOT HAVE ONE, TO THE NEAREST WALK-IN CLINIC OR EMERGENCY ROOM OR CALL 911 IF ANY REACTION IS AN EMERGENCY. DO NOT REPORT DRUG REACTIONS, SIDE EFFECTS OR ADVERSE EVENTS THROUGH CARECHAIN.

CareChain Providers have the discretion to refuse or discontinue the provision of Health Care Services to any User at any time, including for actual or potential misuse of the Health Care Services by a User.

Please note that interaction with a CareChain Provider through CareChain is not intended to take the place of appointments with your regular primary care provider. If you do not have an established relationship with a primary care provider, you are encouraged to develop one. You should seek emergency help or follow-up care when recommended by the CareChain Provider.

You agree to allow CareChain to facilitate the provision of consult notes and other reports to your family physician and/or another referring care provider, on behalf of the CareChain Provider, about your Health Care Services. In order for your family physician to take into consideration these Health Care Services, it is always advisable that you advise your family physician about the Health Care Services you receive, including the issues that caused you to request them. As described below, CareChain enables you to share a summary of your Health Care Services with your family physician or a primary care provider of your choice.

PRIVACY

Our collection, use, disclosure, retention and disposal and destruction of your Information is governed by our Privacy Policy (refer to Privacy Policy for the definition of “Information”), located at <https://carechain.app/privacy>. You must review our Privacy Policy prior to agreeing to these Terms as the Privacy Policy is incorporated by reference, and accordingly is part of, these Terms.

CARECHAIN AND HEALTH CARE SERVICES

CareChain enables the in-person and online provision of Health Care Services from CareChain Providers who are authorized to provide such services in the province or territory. By using CareChain and Health Care Services, you represent and warrant that you meet the Residency Requirements at the time that the Health Care Services are provided, if applicable. You agree that CareChain is made available solely for your personal and non-commercial use.

CareChain also enables you to: store Information created or compiled in the course of providing Health Care Services and to share it with CareChain Providers, and receive and store a care plan, orders and other documents from CareChain Providers electronically. CareChain offers optional services that MultiCIM will perform on your behalf, at your direction, including the ability to securely fax or email a summary report about your Health Care Services to a family physician or another care provider of your choice.

CONTENT

None of the information or materials (collectively, excluding Health Care Services, “**Content**”) available through CareChain by MultiCIM is medical advice, treatment, diagnosis or an endorsement, representation or warranty that any particular treatment or medication is safe, appropriate, or effective for you. Content is for informational purposes only. It is your responsibility to discuss any Content with your family physician or another health care provider. Any reliance on Content is at your own risk. **CARECHAIN PROVIDERS ARE SOLELY RESPONSIBLE FOR THE INFORMATION OR MATERIALS THEY MAKE AVAILABLE TO YOU THROUGH THEIR PERFORMANCE OF HEALTH CARE SERVICES.**

OWNERSHIP

CareChain, all Contents and rights therein, except your Information, are and shall remain MultiCIM’s property or the property of MultiCIM’s licensors. Neither these Terms nor your use of CareChain convey or grant to you any rights to use or reference in any manner CareChain’s brand elements, company name, logo, product and service names, trademarks or services marks or those of MultiCIM’s licensors. CareChain, the CareChain decal and “www.carechain.app” are trademarks of MultiCIM. Other marks, graphics, typefaces, trademarks and logos appearing on the website are trademarks or trade dress of MultiCIM. You are not permitted to copy or otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Content, except as expressly permitted by these Terms.

USER ACCOUNTS

In order to use CareChain, you must register for and maintain an active personal account (“**User Account**”). To create a User Account, you must be 14 years of age or older and have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to MultiCIM is true, accurate, and complete, and you agree to keep it that way at all times.

You are responsible for all activity that occurs under your User Account, and you agree to maintain the security and privacy of your User Account username and password at all times. Unless otherwise permitted by MultiCIM in writing, you may only possess one User Account.

TERMINATION

As set out above, MultiCIM reserves the right to terminate any User’s access or use of CareChain at any time, for any reason. If your User Account is terminated, MultiCIM will have no further obligation to provide access to CareChain, except to the extent there is an obligation to provide you with access to your Information or we are requested to do so, for a limited period or as required by law, by a CareChain Provider in connection with his or her professional obligations to you.

You may deactivate your User Account at any time, for any reason, by logging in to your User Account at <https://carechain.app/login>. Please see our Privacy Policy (Retaining and Disposing of Information) in relation to our management of your Information on the deactivation of a User Account.

CARE PROVIDER PAYMENT

You understand that you will be charged a fee for any Health Care Services you receive from a CareChain Provider ("**Fee**"). The Fees are only for those elements of Health Care Services not covered by a public health insurance plan in the province or territory in which you are receiving services. We do not charge for services that are covered by public health insurance plans.

We charge CareChain Providers a service fee for using CareChain which we deduct from the Fees you pay for Health Care Services. MultiCIM facilitates payment of the Fees to the CareChain Provider. Payment of the Fees through the credit card validation and processing arrangement described below shall be considered the same as payment made directly to the CareChain Provider. All Fees are in Canadian dollars and inclusive of all applicable taxes.

If your Fees are not otherwise fully paid for by a Third-party Payor, you will be required to pay the remaining Fees. MultiCIM requires you to submit credit card information prior to any Health Care Services being provided to you for the purpose of validation of the credit card. You will not be able to begin accessing Health Care Services through CareChain if the credit card information you provide is inaccurate and/or if your credit card is declined at the point of validation. You agree that MultiCIM, on behalf of CareChain Providers, may validate your credit card and put a hold on it in the amount of the Fees. MultiCIM will notify you of any applicable Fees and will only have the charge processed to your credit card after you have obtained the corresponding Health Care Services. MultiCIM will provide you with a receipt for the Fees you pay.

THIRD-PARTY PAYORS

MultiCIM may facilitate payments from Third-party Payors for some or all of the Health Care Services provided to you. Fees for your Health Care Services may be partially or fully covered by these payors. You are responsible for paying any portion of the Fees not covered by Third-party Payors. If no part of a Fee is paid by Third-party Payors, you will be required to pay the full amount.

A "**Third-party Payor**" means any governmental entity, insurance company, employer, or other authorized party that is responsible for making payments with respect to your Health Care Services. This definition includes not only those directly making payments but also administrators and service providers who facilitate the administration of these insurance or benefits plans.

MultiCIM collects and discloses your Information to Third-party Payors to determine your eligibility for payments, process claims, underwrite insurance policies, and administer insurance and benefits plans, including activities related to investigating, auditing, and preventing fraud and abuse within plans. You authorize MultiCIM and your CareChain Provider to collect, use, and disclose information related to any claims submitted on your behalf to Third-party Payors for the above purposes.

You grant Third-party Payors the authority to use and disclose your Information for the above-stated purposes with relevant parties, including healthcare professionals, investigative agencies, other insurers, and government or other plan administrators. Information exchange may occur electronically or through other means as necessary. Your Information may also be disclosed to those authorized under applicable laws.

It is important to note that MultiCIM is not a party to, and does not control, any agreements between you and Third-party Payors. Payment by a Third-party Payor does not release you from the obligation to

comply with these Terms. The authorizations provided in this section will remain valid for the duration needed to administer your insurance or benefits plan.

PLAN DEPENDENTS

For insurance or benefits plans where you are a plan dependent, you represent and warrant that you have obtained all necessary consents from the Plan Owner—the individual or entity that holds the contractual rights and responsibilities under an insurance or benefits plan—to give effect to these Terms. Specifically, this includes, but is not limited to, consent to disclose their personal information, submit claims, and assign benefit payments under the plan to CareChain Providers. You agree to provide additional signed mandates and authorizations upon request to facilitate these transactions. You also authorize Third-party Payors to disclose Information about your claims to Plan Owners for the purposes of assessing and processing a claim, if any, and managing the insurance or benefits plan.

In the event of suspicion or evidence of fraud or plan abuse concerning claims submitted, you acknowledge and agree that the Third-party Payor may use and disclose relevant Information to appropriate organizations, including law enforcement bodies, regulatory bodies, government organizations, medical suppliers, other insurers, and, where applicable, the plan sponsor, for the purpose of investigating and preventing fraud or plan abuse.

If there is an overpayment, the Third-party Payor reserves the right to recover the full amount of the overpayment from any payments due under the plan, along with the exchange of your Information with other entities, including credit agencies and, where applicable, the plan sponsor, to facilitate this recovery.

DISCLAIMER

CARECHAIN IS PROVIDED “AS IS” AND “AS AVAILABLE”. MULTICIM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MULTICIM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES REQUESTED THROUGH THE USE OF CARECHAIN, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. MULTICIM DOES NOT GUARANTEE THE QUALITY, SUITABILITY OR SAFETY OF HEALTH CARE SERVICES. YOU AGREE TO ASSUME ALL RISK ARISING OUT OF YOUR USE OF CARECHAIN, AND ANY RISK RELATED TO THE HEALTH CARE SERVICES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCE SHALL MULTICIM BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, EXTRACONTRACTUAL OR CONSEQUENTIAL DAMAGES, INCLUDING PROFESSIONAL NEGLIGENCE, PERSONAL INJURY, LOST INCOME OR LOST DATA, RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF CARECHAIN AND/OR HEALTH CARE SERVICES PROVIDED BY CARECHAIN PROVIDERS. MULTICIM, 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: (i) YOUR USE OF OR RELIANCE ON CARECHAIN AND/OR HEALTH CARE SERVICES, OR YOUR INABILITY TO ACCESS OR USE CARECHAIN

AND/OR HEALTH CARE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY CARECHAIN PROVIDER. MULTICIM SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MULTICIM'S REASONABLE CONTROL. YOU AGREE THAT MULTICIM HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO YOUR USE OF CARECHAIN OR THE HEALTH CARE SERVICES PROVIDED TO YOU BY CARECHAIN PROVIDERS.

NO LIABILITY FOR COMPUTERS OR NETWORKS USED TO ACCESS YOUR ACCOUNT

MultiCIM is not liable for your Information stored or recorded by any computer, tablet, mobile device or any network, whether public or private, that you may use to access CareChain.

INDEMNITY

You agree to indemnify and hold MultiCIM (which in this section 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 CareChain and Health Care Services obtained through your use of CareChain; (ii) your breach or violation of any of these Terms; or (iii) your violation of the rights of any third party, including CareChain Providers, other Users, any person on whose behalf you request Health Care Services. Through CareChain, you may use certain services that are not provided by MultiCIM and that we identify to you for your convenience. To the extent that a service is not provided by MultiCIM, you will be given notice prior to using that service, and if you elect to proceed, you acknowledge and agree that you will be contracting with the service provider and not MultiCIM.

BY REGISTERING TO USE CARECHAIN, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT:

1. CareChain is a technology platform that facilitates connecting Users with CareChain Providers for the provision of Health Care Services. CareChain Providers are independent contractors who are not employed by MultiCIM or otherwise affiliated with MultiCIM.
2. You are 14 years of age or older and have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.
3. **CARECHAIN PROVIDERS ARE SOLELY RESPONSIBLE FOR HEALTH CARE SERVICES THAT THEY PROVIDE TO YOU, INCLUDING COMPLIANCE WITH STANDARDS OF CARE AND RECORD-KEEPING AND OTHER PROFESSIONAL OBLIGATIONS.**
4. As with any other health care service, no results can be guaranteed or assured: your CareChain Provider may determine that Health Care Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide Health Care Services to you through CareChain and/or refer you to another health care service (with your consent) using CareChain.
5. As with any other health care service, there are risks associated with the use of the Health Care Services.
6. You are responsible for providing the CareChain Provider with the Information that he or she advises is required in order to provide you with Health Care Services.
7. Content could include technical, typographical or photographic errors. MultiCIM does not warrant that any Content is accurate or current.

RESTRICTIONS

While using CareChain, you may not, and represent and promise that you will not:

1. Remove or alter any copyright, trademark, brand elements or other proprietary notices.
2. Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit CareChain except as expressly permitted by MultiCIM.
3. Decompile, reverse engineer or disassemble CareChain except as may be permitted by applicable law.
4. Link to, mirror or frame any portion of CareChain.
5. Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of CareChain, or unduly burdening or hindering the operation and/or functionality of any aspect of CareChain.
6. Attempt to gain unauthorized access to or impair any aspect of CareChain, or its related systems or networks.
7. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity.
8. Use CareChain in a manner that violates any laws.

In addition, you agree to refrain from abusive language or inappropriate conduct when communicating with anyone through CareChain, including CareChain Providers. You agree that you will not contact CareChain Providers in respect of Health Care Services except through CareChain.

GENERAL PROVISIONS

Entire Agreement. These Terms constitute the entire agreement and understanding of MultiCIM and you with respect to their subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding the subject matter.

Governing Law. These Terms are governed by the laws of Ontario and the laws of Canada applicable therein, excluding any conflict of laws which would lead to the application of any other laws. By accessing CareChain, you agree that any disputes or matters arising from, connected with, or related to these Terms shall be brought to the provincial and federal courts located in the City of Toronto, Ontario, unless the applicable laws of your jurisdiction, such as Quebec, require that the laws of such jurisdiction govern. If you reside in Quebec, you agree that any disputes or matters arising from, connected with, or related to these Terms shall be brought to the provincial and federal courts located in the City of Montreal, Quebec.

Non-Assignment. These Terms are not assignable, transferable, or to be sublicensed by you except with MultiCIM's prior written consent. MultiCIM may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Links to External Websites. Links on CareChain to other websites or resources, including those operated by parties other than MultiCIM, are provided for your convenience. MultiCIM is not responsible for the availability of such websites or resources and does not endorse or accept responsibility for the content of such external websites or resources and has no responsibility for or control over the terms of use or

privacy policy (if any) of the operators of the external websites or resources. Your access and viewing of any third party websites or resources is conducted at your own risk. MultiCIM is not responsible even where we link you to those resources or refer you for your convenience.

Severability. If any provision in these Terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Language. It is the express wish of the User and MultiCIM that these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

CONTACT US

If you have questions about CareChain or its use, you can contact CareChain Support by sending an email to support@carechain.app.