

# Cortico Health Technologies Inc. - Terms of Services ("Agreement or TOS")

Last Updated: 25 September 2023

## 1. AGREEMENT TO BE BOUND

These Terms of Use ("Agreement" or "TOS") is a legal agreement between you as the patient seeking to book and schedule appointments or other interactions with a medical services provider ("Patient") and Cortico Health Technologies Inc. having an address at Suite at 230 - 5081 Victoria Drive, Vancouver BC, V5P 3T9 ("Cortico", "we" or "us"). This TOS governs your access and use of the Cortico website at cortico.ca (the "Website") as well as Cortico's online patient engagement platform and booking service provisioned through other websites and devices (together, the "Programs"). This TOS also governs your use the Programs offered by Cortico.

Neither the Cortico Programs or the Cortico website are intended for use by minors (in California, those under the age of 13). Do not use the Programs or the Cortico website if you are a minor.

BY CLICKING "I ACCEPT", YOU HEREBY ACCEPT THE TERMS OF THE CORTICO' [PRIVACY POLICY](#). IF YOU DO NOT AGREE TO THIS TOS, PLEASE DO NOT USE OR OTHERWISE ACCESS THE PROGRAMS.

You must be over the age of 16 to use the Programs. If you are under the age of 16 do not use the Programs

IMPORTANT NOTICE REGARDING ARBITRATION: When you agree to these terms you are agreeing to resolve any dispute between you and us by binding arbitration. You are waiving your rights to a trial by jury.

## 2. USE

The Programs are provided to you via a software-as-a-service platform. You may use the Programs only as a patient of the medical services provider who is using the Cortico Program to schedule and book appointments or other interactions with you.

## 3. PERSONAL INFORMATION

When using the Cortico Programs you may be required to provide us with certain information. All such information is held by Cortico and treated as confidential in accordance with Cortico's [Privacy Policy](#) ("Personal Information").

## 4. TERMINATION OF PROGRAM

We may terminate access to the Programs on 30 days notice to you. We may immediately terminate access to the Programs if you violate the terms of this TOS or if we are no longer providing the Program functionality to the medical services business or clinic of your choice. Alternatively we may issue you a warning for violation of this TOS or temporarily block your use of the Programs. You may terminate your use of the Programs at any time upon which time all your Personal Information will be deleted except to the extent we are required by applicable law to retain such information.

## **5. DISCLAIMER AND LIMITATION OF LIABILITY**

The use of the Programs is not intended to replace or substitute the advice of a medical professional or other qualified healthcare provider.

NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION AND/OR SERVICES PROVIDED BY OR THROUGH THE USE OF THE PROGRAMS OR THROUGH ANY OTHER COMMUNICATIONS FROM US.

THE PROGRAMS DO NOT PROVIDE AN EMERGENCY OR CRISIS RESPONSE. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL "911" FOR AMBULANCE, POLICE, OR FIRE SERVICE IMMEDIATELY, OR GO TO THE NEAREST HOSPITAL EMERGENCY DEPARTMENT. DO NOT USE THE PROGRAM TO BOOK YOUR APPOINTMENT ONLINE IF YOU ARE EXPERIENCING CHEST PAINS, DIFFICULTY BREATHING OR SEVERE BLEEDING. IN SUCH EVENT CALL 9-1-1 IMMEDIATELY OR VISIT YOUR NEAREST HOSPITAL EMERGENCY DEPARTMENT.

THE PROGRAMS ARE SUPPLIED WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND INCLUDING THOSE REGARDING NONINFRINGEMENT OF THIRD PARTY RIGHTS, DURABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL CORTICO BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS.

## **6. GENERAL PROVISIONS**

6.1 This TOS may be modified at any time by notice to you. If you access or choose to continue to use the Program after the effective date of the change, you are deemed to have automatically accepted the change.

6.2 This TOS and the Cortico Privacy Policy contains the entire understanding of you and us with respect to the Program

6.3 This Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International

Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada.