

TELUS HEALTH Wellbeing – TERMS OF USE

Last Updated: OCTOBER, 2022

THE PLATFORM AND PLATFORM SERVICES DO NOT PROVIDE MEDICAL ADVICE. The information provided on the Platform and as part of the Platform Services is for educational and informational purposes only and should not be considered medical advice, diagnosis or treatment, nor should it be considered as a substitute for any clinical support system that exists in a healthcare setting. Always consult with your healthcare professional before relying on any information or acting on any recommendations provided as part of the Platform Services or sent to you in any email by THVC. If you have any healthcare-related questions, please call or see your physician or other qualified healthcare provider without delay.

The Platform Services are not intended for children under the age of 16 and THVC does not knowingly collect any Personal Information (as defined in the THVC Privacy Commitment) from such children as part of the Platform Services. Children under the age of 16 should not use the Platform Services at any time. In the event that THVC has inadvertently gathered Personal Information from children under the age of 16, THVC will take reasonable measures to promptly erase such Personal Information from our records.

YOUR PERSONAL INFORMATION IS ENCRYPTED AND STORED ON SERVERS PHYSICALLY LOCATED IN CANADA BUT MAY BE TEMPORARILY VIEWED, ACCESSED, USED OR TRANSFERRED OUTSIDE OF CANADA AS NECESSARY FOR INSTALLING, IMPLEMENTING, MAINTAINING, REPAIRING, TROUBLE SHOOTING OR UPGRADING THE PLATFORM. ENCRYPTION KEYS ARE ALSO STORED IN CANADA. OTHER PERSONAL INFORMATION, SUCH AS IDENTIFICATION INFORMATION, MAY BE STORED OUTSIDE OF CANADA.

The following terms of use (the "Terms of Use") govern your use (the term 'use' will mean access or use, as applicable) of the TELUS Health Wellbeing online platform, including through the mobile and web application (the "App") (collectively the "Platform"). The Platform provides access to wellbeing services ("Wellbeing Services") and technical and administrative support, if required ("Technical Support Services"), (collectively the "Platform Services"). THVC is using a third party provider, Sprout Wellness Solutions Inc., ("Platform Partner") to offer you the Platform and the Platform Services.

These Terms of Use form an agreement between TELUS Health Virtual Care Inc. ("THVC") and you. The term "you" refers to the person or entity using the Platform or receiving any Platform Services. A copy of these Terms of Use may be downloaded, saved and printed for your reference. By clicking "I AGREE" or similar electronic acceptance, you agree with these Terms of Use. If you do not accept and agree to be bound by these Terms of Use, please do not use the Platform.

THVC reserves the right to amend any term of these Terms of Use at any time by giving 30 days' notice. Any notices regarding modifications to these Terms of Use, will be in a written form and provided to you: (i) by THVC via email (in each case to the address that you provide); or (ii) via the Platform. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You are not obliged to continue using the Platform Services after an amendment to these Terms of Use is made; however, in the event you choose to not accept the changes, you must immediately cease use of the Platform and the Platform Services and provide written notice to THVC that you are terminating these Terms of Use. Your continued use of the Platform Services following any amendment shall be deemed to be your acceptance of the amended Terms of Use, and waiver of any additional notice requirements.

THVC reserves the right to change any information, material or content contained on or provided through the Platform (the "Content") at any time, and from time to time, without notice. Content does not include your Personal Information.

USE OF THE PLATFORM

THVC grants you a personal, revocable, non-exclusive and non-transferable license during the Term to permit you to use the Platform, including downloading and installing the App on your personal mobile phone device for the purpose of accessing the Platform Services in accordance with these Terms of Use.

As a condition of your use of the Platform, you warrant that: (1) you have reached the age of majority in your jurisdiction of residence; (2) you possess the legal authority to create a binding legal obligation; (3) you will use the Platform in accordance with these Terms of Use; (4) all information supplied by you on the Platform is true, accurate, current and complete; and (5) if you are accessing or using the Platform on behalf of another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these Terms of Use.

The Platform is provided solely (the "Permitted Use") to: (1) give you access to any services offered to you through the Platform, including access to the Wellbeing Services and Technical Services; and (2) provide feedback and otherwise communicate with THVC or the Platform Partner in connection with any of the foregoing.

THVC retains the right to deny access to anyone to the Platform or the Platform Services it offers, at any time and in its sole discretion, if THVC deems that you have used the Platform in any manner contrary to the Permitted Use or if you have violated any of the terms of this Terms of Use.

You will defend, indemnify and hold harmless THVC, its affiliates, the Platform Partner and their respective officers, directors, employees, agents, sponsors, licensors, and suppliers from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought in connection with or as a result of your use of the Platform and Platform Services in violation of these Terms of Use.

NO UNLAWFUL OR PROHIBITED USE

You will not, without THVC's prior written permission, use the Platform and the Content for purposes other than the Permitted Use. Without limiting the generality of the foregoing, you will not, and will not permit anyone else to: (1) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Platform or the Content, or 'frame', 'mirror' or otherwise incorporate the Platform or the Content or any part thereof on any commercial or non-commercial website; (2) access or monitor any part of the Platform or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (3) violate the restrictions in any robot exclusion headers on the Content or the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform; (4) take any action that imposes, or may impose, in THVC's discretion, an unreasonable or disproportionately large load on the Platform; (5) deep-link to any portion of the Platform for any purpose; (6) remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Platform or the Content; (7) use the Platform or the Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted by THVC and only in the exact manner specified and enabled by THVC; (8) attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Platform or the Content; (9) create derivative works based on the Platform or the Content, in whole or in part, or to decompile, disassemble, reverse engineer or other exploit any part of the Platform or the Content; (10) use the Platform in a manner that violates the rights (including to intellectual property rights) of any third party, including by providing, uploading or transmitting any User Content or Submissions that violate such third-party rights; or (11) use the Platform in any way that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing,

threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable.

PLATFORM SERVICES

TECHNICAL SUPPORT SERVICES

You may engage with our team of client service managers, and care / case managers ("Technical Support Personnel") who may perform support tasks related to your account including, but not limited to, changing your login email, identifying your reason for engaging, and verifying the status of your account, (collectively the "Technical Support Services"). Technical Support Personnel do not provide Wellbeing Services and only provide Technical Support Services that are administrative or technical in nature.

WELLBEING SERVICES

The Wellbeing Services enable you to record what you eat and your exercise, track your health and fitness progress, schedule events and motivate other users (the "Wellbeing Services"). You acknowledge that the Platform Services are voluntary, and by accessing and using the Platform to access Wellbeing Services, you consent to receiving the Wellbeing Services. The Wellbeing Services do not provide you any medical advice or diagnosis. The information available through the Wellbeing Services and from any other service provided to you directly by THVC or a third party working with THVC should not be used to make any medical diagnosis or decisions, and is only to be used for educational and informational purposes.

LIMITATIONS

The Platform Services and Content provided through the Platform should not be used or relied on for medical advice or opinions, nor does it contain or constitute medical advice or opinions. Always consult with a doctor or other recognized medical professional before starting a diet or fitness program or if any training or dieting is causing pain or serious discomfort. THVC cannot and does not guarantee any health, weight and/or fitness results or improvements as a result of using the Service.

If you have a condition that requires medical treatment, or are pregnant and/or breastfeeding/lactating, have an eating disorder, you may not use the Platform Services without an approval from your physician or other licensed health adviser.

The Platform Services are not intended for children under the age of 16. If you are between 16 years of age and the age of majority in the jurisdiction in which you reside,

you must have permission of your parent or legal guardian and have them agree to these Terms of Use on your behalf.

ADDITIONAL SERVICES

Based on the information you voluntarily provide on the Platform and as part of the Platform Services, THVC may suggest and/or provide direct access to healthcare practitioners and non-healthcare professionals that may be available through other services offered by THVC, if covered by your organization/plan sponsor (the “Additional Services”). Accessing any Additional Services is completely voluntary and any reference, links or direct access to the Additional Services does not imply medical advice.

PRIVACY

By providing or uploading any of your Personal Information to the Platform, or otherwise permitting the Technical Support Personnel to access your Personal Information, you are consenting to the collection, use and disclosure of your Personal Information for the purposes of providing the Platform Services to you and the use, transfer and disclosure set out in the THVC Privacy Commitment. Personal Information collected by THVC as part of the Platform Services, will be collected, used and disclosed in compliance with applicable federal and provincial private sector privacy laws including the Personal Information Protection and Electronic Documents Act (“PIPEDA”).

Please [click here](#) to review our current Privacy Commitment, which contains important information about our practices in collecting, storing, using and disclosing your Personal Information, and which is hereby incorporated into and forms a part of these Terms of Use.

TECHNOLOGY RISKS

You understand, acknowledge and agree that THVC and the Platform Partner do not control, and accept no responsibility for, any content passing through the Internet, the availability of the Internet generally, or for Internet connectivity. You understand, acknowledge and agree that the Internet is inherently risky even if reasonable security measures are taken. You understand, acknowledge and agree that THVC and the Platform Partner cannot and do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Platform but have implemented security controls, as well as, reasonable administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, loss,

modification and disclosure, of Personal Information in THVC's control and adhere to generally accepted industry practices with respect to securing the transmission of data to, from and through the Platform.

Although reasonable encryption technology and other reasonable security protocols will be implemented to protect your Personal Information, you acknowledge by using the Platform that there are inherent risks to any technology that could cause security protocols to fail or be breached, which could result in the unauthorized collection, use or disclosure of your Personal Information. THVC will notify you to the extent required by law of any breach that has resulted in the unauthorized collection, use or disclosure of your Personal Information or User Content.

USER ACCOUNT

You may be required to successfully sign up for a user account (the "User Account") using the available interfaces within the Platform and you will be issued a username and password login credentials by THVC ("User ID") in order to use the Platform and receive any Platform Services. You will keep your User ID secure and will not share your User ID with anyone else, and you will not collect or harvest any personal data of any other user of the Platform, including account names or login credentials. THVC reserves the right to disable any User Account issued to you at any time in the event of a breach of any of your warranties, representations or obligations under these Terms of Use. If THVC disables access to a User Account issued to you, you may be prevented from accessing the Platform, the Content, your account details, or any User Content.

You may not assign, transfer or sublicense your User Account and these Terms of Use, by operation of law or otherwise, without THVC's prior written consent. Any attempt by you to assign or transfer your User Account or these Terms of Use, without such consent, will be null and of no effect.

SUBSCRIPTION FEES AND TAXES

THIRD PARTY PAYOR

In most instances a third party (e.g., such as an employer or supplemental health insurance provider) has arranged with THVC to pay the subscription fee associated with accessing the Platform (which would result in no charge to you). Where third party coverage is terminated, you may be given, at THVC's sole discretion, the option of continuing to use the Platform so long as you pay any such applicable fees in accordance with the then current subscription fee rates.

You are responsible for any fees, including internet connection or mobile fees, that you may incur when accessing or using the Platform and/or Platform Services.

TERM, TERMINATION AND SUSPENSION

These Terms of Use will take effect on the date and at the time you select "I AGREE" when presented with the opportunity to view and agree to these Terms of Use.

THVC may immediately terminate, or suspend, these Terms of Use, or cease providing the Platform and Platform Services, at any time: (i) if you do not comply with these Terms of Use; (ii) if necessary to prevent threats to the privacy, security and integrity of your data or the data of any other user(s); (iii) upon termination of the agreement between THVC and the third party payor that is paying your subscription fee; and/or (iv) to comply with any applicable law or court or order.

Either you or THVC may terminate these Terms of Use as follows: (1) THVC may terminate these Terms of Use upon 30 days' written notice to you, by email (at your current email address on file with THVC) or through the Platform; (2) you may terminate these Terms of Use at any time upon 30 days' written notice to THVC, by requesting (by email or through any then-available interfaces on the Platform) that your User Account be deleted or deactivated, ceasing use of the Platform and uninstalling and removing all local software components thereof from your systems, including removing the App from your mobile device.

SUBMISSIONS

GENERAL SUBMISSIONS

By submitting any reviews, questions, comments, suggestions, ideas or similar information through the Platform in connection with the Platform Services, (collectively, "Submissions"), you grant THVC, the Platform Partner and their respective affiliates, a royalty free, in perpetuity, right to: (1) use, reproduce, edit (length, size or clarity), translate, distribute, publish, create derivative works from and publicly display such Submissions in any media; and (2) use the name that you submit in connection with such Submission. You acknowledge that THVC may choose to provide attribution of your Submissions (for example, listing your name and city on a review that you submit) at our discretion, and that such submissions may be shared with others using our Platform. You acknowledge and agree that Submissions are non-confidential and non-proprietary. You also acknowledge that THVC may exercise its rights (e.g. use, publish, delete) to use any Submissions without any notice to you.

THVC takes no responsibility and assumes no liability for any Submissions posted or submitted by you. THVC has no obligation to post your Submissions and reserves the right, in its absolute discretion, to determine which Submissions are published on the Platform. You are fully responsible for the content of your Submissions, including reviews posted to the Platform. Without limiting the foregoing, you will not post or transmit to or from the Platform any commercial material or content (including solicitation of funds, advertising, or marketing of any good or services), or upload to or transmit through the Platform any User Content or Submissions that is offensive, hateful, obscene, defamatory or violates any applicable laws, in each case as determined by THVC in its sole discretion. You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Platform.

If you do not agree with any of the above, please do not provide any Submissions.

USER CONTENT

"User Content" means any communications, messages, comments, photos, videos, images, sounds, data, information and other content or material that you upload or transmit to or through the Platform, or that other users upload or transmit, including without limitation any chat text.

By transmitting or submitting any User Content while using the Platform or Platform Services, you affirm, represent and warrant that such User Content is (a) accurate and not confidential; (b) not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission from any third party whose PI or intellectual property is comprised in the User Content to transmit or submit such User Content and grant the license granted in this section by you to THVC; (c) not threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable and will not cause injury to any person or entity; and (d) free of viruses, adware, spyware, worms or other malicious code.

Subject to these Terms of Use and the terms of THVC's Privacy Commitment, you grant THVC a transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sublicensable license to access, collect, store and use any User Content that: (1) you load, transmit to or enter into the Platform, or (2) the Platform collects, retrieves or obtains from your local computer system or from third parties with your permission or on your behalf, and (in each case) including all results from processing such data, including compilations, and derivative works thereof for the purposes of: (A) providing the Platform Services to you and other users within your organization, (B) complying with applicable law, (C) reasonable audit and data retention policies, and (D) to the extent that the data is anonymous and non-identifiable, for research and analytical purposes and to operate and expand our business opportunities.

OWNERSHIP

As between you and THVC, all Content, including (without limitation) all designs, infrastructure graphics, pictures, illustrations, software, artwork, video, music, sound, names, words, titles, phrases, logos and marks displayed on the Platform, including the App, are owned or licensed by THVC and are protected by copyright, trade-mark and other intellectual property laws

THVC and its licensors (including the Platform Partner) expressly reserve all rights in the Platform, including the App, and all materials provided by THVC in connection with these Terms of Use that are not specifically granted to you. You acknowledge that all right, title and interest in the Platform, all materials provided by THVC in connection with these Terms of Use (including the Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with THVC (or third party suppliers including the Platform Partner, if applicable), and that the Platform, including the App, and all materials provided by THVC hereunder are licensed and not 'sold' to you.

THIRD PARTY WEBSITES & VIRUSES

The Platform may provide links to third party websites. These links are provided for your convenience only and THVC does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under THVC' control, and if you choose to access any such website, you do so entirely at your own risk.

The downloading and viewing of Content is done at your own risk. THVC cannot and does not guarantee or warrant that the Platform or the Content are compatible with your computer system or that the Platform or the Content, or any links from the Platform or the Content, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Platform.

DISCLAIMER AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE AND TO THE FULLEST EXTENT PERMITTED BY THE LAW THAT APPLIES TO YOUR JURISDICTION, THVC PROVIDES THE PLATFORM, PLATFORM SERVICES AND THE CONTENT WITHOUT WARRANTY OR CONDITION OF ANY KIND. USE OF THE PLATFORM, PLATFORM SERVICES OR THE CONTENT IS AT YOUR OWN RISK. THVC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ABOUT THE MERCHANTABILITY, MERCHANTABILITY, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE PLATFORM, PLATFORM SERVICES OR THE CONTENT. THE PLATFORM, PLATFORM SERVICES AND THE CONTENT MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES. THVC DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE PLATFORM, PLATFORM SERVICES OR THE CONTENT. THVC DOES NOT GUARANTEE THE QUALITY, SUITABILITY OR SAFETY OF THE WELLBEING SERVICES OR THE TECHNICAL SUPPORT SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT NEITHER THVC NOR ITS SUPPLIERS (INCLUDING THE PLATFORM PARTNER) BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT THVC OR ITS SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE PLATFORM, PLATFORM SERVICES OR THE CONTENT.

WITH RESPECT TO ANY DIRECT DAMAGES, YOU AGREE THAT THE TOTAL AGGREGATE LIABILITY OF THVC OR ITS SUPPLIERS (INCLUDING THE PLATFORM PARTNER) IN CONNECTION WITH OR UNDER THESE TERMS OF USE OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM, PLATFORM SERVICES OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM, PLATFORM SERVICES OR THE CONTENT IS LIMITED TO \$20.00 OR THE AGGREGATE AMOUNT OF THE FEES PAID BY YOU, OR ON YOUR BEHALF, FOR A THREE MONTH SUBSCRIPTION, WHICHEVER IS GREATER. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

The limitation above reflects the allocation of risk between you and THVC. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed by the laws of the Province where you reside and the laws of Canada applicable therein, excluding any conflict of laws which would lead to the application of any other laws. If you reside outside of Quebec, the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action arising under these Terms of Use, and you hereby accept and irrevocably submit to the jurisdiction of the courts of Ontario and acknowledge their competence and agree to be bound by any judgment thereof. If you reside in Quebec, the courts of the Province of Quebec shall have exclusive jurisdiction to entertain any action arising under these Terms of Use, and you hereby accept and irrevocably submit to the jurisdiction of the courts of Quebec and acknowledge their competence and agree to be bound by any judgment thereof.

A printed copy of these Terms of Use and of any notice in electronic form shall be admissible in any judicial or administrative proceedings to the same extent and under the same conditions as other business documents and records originally generated and maintained in printed form

GENERAL PROVISIONS

These Terms of Use, together with all policies referenced herein constitute the entire and exclusive understanding and agreement between THVC and you pertaining to the subject matter hereof, and these Terms of Use supersede and replace any and all prior oral or written understandings or agreements between THVC and you regarding the Platform and Platform Services.

THVC may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Use, will be in a written form and given: (i) by THVC via email (in each case to the address that you provide); or (ii) via the Platform. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

THVC shall not be liable for delay or failure of performance of any obligations required by these Terms of Use when such delay or failure arises from circumstances beyond the reasonable control of THVC. Such causes may include, without limitation, acts of God, acts of government in its sovereign or contractual capacity, acts of a public enemy, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, quarantine restrictions, power shortages or failures, utility or communication failures or delays, labour disputes, strikes, or shortages, supply shortages, equipment failures or solitary malfunctions. The time for performance of any act delayed by such events may be postponed for a period equal to the delay.

The failure of THVC to enforce any right, provision, or term of these Terms of Use will not constitute a waiver of future enforcement of that right, term, or provision. The waiver of any such right, term or provision will be effective only if in writing and signed by a duly authorized representative of THVC. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise

If for any reason a court of competent jurisdiction finds any provision, or term, of these Terms of Use void, invalid or otherwise unenforceable, that provision, or term, will be enforced to the maximum extent permissible and the other provisions, or terms of these Terms of Use will remain in full force and effect.

CONTACT

Should you have any questions regarding these Terms of Use, the Platform or the Platform Services, you may contact THVC Support via email at help.wellbeing@vc.telushealth.com