

# Cadence Health Analytics Inc.

## Terms of Service

Last Updated: 2023-10-20

### 1. Introduction

These terms and conditions ("Terms of Service") apply to the Service ("service" or "Cadence") that we provide through our application Cadence ("app" or "Cadence app") and our website [www.mycadence.health](http://www.mycadence.health) ("website"). We are Cadence Health Analytics Inc., corporation number 1426685, having our registered address 1206 Chilver Road, Windsor, ON, N8Y 2L1 (hereinafter "we", "our", "us" or the "company"). By agreeing to the Terms of Service, you ("you") enter into an agreement with us. In case you do not agree to these Terms of Service, we kindly ask you to not use the Service.

### 2. The Service

Cadence is a digital service that you can interact with to gain a better understanding of the correlation between medication, lifestyle habits and symptoms. Cadence helps you understand which lifestyle habits can have a positive effect on your health.

A person using the Service or part thereof is described in these Terms of Service as the "User", which also includes you as a party to the Terms of Service. Persons under the age of 18 may not use the Service without parental consent.

### 3. Permitted Use

You may use the Service only for its intended purposes and in accordance with these Terms of Service. Provided that you do not violate these Terms of Service, you are granted a non-exclusive licence to use the Service for its intended purpose. You may not transfer the licence to any other party and, in light of the Service being free of charge, we reserve the right to withdraw the licence if you violate the Terms of Service or otherwise at our sole discretion.

You may not, in whole or in part, copy or alter Cadence, decompile, modify or perform reverse engineering on Cadence or its components. It is not permitted to recreate the source code or its functionality, or to make copies of or create any copy of the software beyond that permitted by law.

You may not use the Service to distribute viruses, trojans or similar programs, or for automatic scraping of the Service.

#### **4. Intellectual Property Rights**

All intellectual property rights to the Service are held by us or are licensed to us. No part of these Terms of Service shall be construed as a transfer of any intellectual property, or other rights, to you or to any other party.

#### **5. User Accounts**

To use the Cadence App, you must create a user account (the “User Account”) and log in to it. When you create a User Account, we will ask you to provide information about yourself.

Your User Account is personal and you may not transfer your User Account to any other party or permit any other party to use the Service through your User Account. You are responsible for protecting your login information from unauthorised access. If you have reason to believe that another party has accessed your User Account, you must inform us immediately. We are entitled but not obliged to block access to your User Account if we have reason to believe that an unauthorised person has accessed your account or that the User Account has been abused. We may terminate your access to the Service with immediate effect if we have reason to believe that you are in violation of these Terms of Service or if your use constitutes a violation of any law or has any harmful effect on the Service.

We reserve the right to terminate your User Account if it has been inactive for a period of twelve (12) months.

#### **6. Processing Of Personal Data**

Your privacy is important to us and we promise that Cadence will never sell, transfer or otherwise permit any third party to access your personal information without your consent or beyond what is expressly stated in our Privacy Policy.

#### **7. User-Generated Content**

When you use the service, we will automatically collect and process certain information. You may, for example, upload content such as comments, messages, data, text, photos, and other information (“User-Generated Content”) to the Service.

You agree and warrant that you will not upload or spread User-Generated Content via the App that:

1. is false, misleading, untrue or incorrect with regard to others;
2. promotes or encourages illegal activity;

3. is racist or ethnically offensive and/or agitating against a minority (such as a national or ethnic group);
4. constitutes defamation, contains pornography or is otherwise sexually offensive;
5. constitutes an attack on sexual orientation or religion or is discriminatory in another way;
6. constitutes an insult or persecution against a person;
7. is in any way harmful, offensive, insulting or illegal or infringing upon the rights of third parties (including but not limited to copyright and trademarks); or
8. is otherwise contrary to the intended purposes of our Service.

We reserve the right, at our sole discretion, to remove User-Generated Content that we deem to be inconsistent with these Terms of Service or that we otherwise consider unfair, unethical or illegal, or that may be harmful to us or to Users of the Service.

## **8. Rights To User-Generated Content**

Ownership of all User-Generated Content that you upload to the Service belongs to you or the third party that granted you permission to upload it. In order to deliver the Service, we require the right to use your User-Generated Content. You hereby grant us a licence as set out below to use your User-Generated Content. Without this licence, we cannot deliver the Service.

The licence grants us a worldwide, non-exclusive, irrevocable, free of charge and transferable right to dispose, process, modify, store, publish, distribute, transfer, recode, copy, present, display and otherwise use User-Generated Content to provide the Service. The licence solely covers situations required to provide the Service and not any other situation, and only for as long as we store User-Generated Content.

You warrant that you have all necessary rights to display and upload User-Generated Content, to use User-Generated Content in all other ways, and to grant us a licence to User-Generated Content as set out above.

## **9. Limitation Of Liability**

The Service is provided “as is”. You are responsible for your use of the Service and your use is at your sole risk. We do not provide any warranties – direct, implied or otherwise – regarding the availability, quality, capability for any particular purpose, suitability or accuracy of the Service. Under no circumstances will we be liable to you for damages, loss or claims arising out of or in connection with the Service for any amount.

You accept that there may be situations when the Service will not be available due to, but not limited to, maintenance, errors, or other circumstances beyond our control.

We are not liable to you for any claims directed against you from a third party. You further acknowledge and agree that we have no obligation to maintain, provide support for, upgrade or update the Service. To the extent permitted under mandatory legislation, we are not liable to you or any third party for any direct, indirect or other damages of any kind including but not limited to loss of profit, loss of income, reduced turnover, discontinuation or loss of goodwill arising out of or in connection with these Terms of Service or the Service.

## **10. Indemnity Undertaking**

You are liable towards us for all damage caused to us or third parties as a result of you breaching these Terms of Service, including but not limited to misuse of the Service. In addition, you undertake to indemnify us in relation to all claims, costs (including reasonable legal costs), damages, expenses, damages and losses inflicted on us in any way as a result of you breaching these Terms of Service or other applicable law.

In the event that any User-Generated Content infringes any third party's intellectual property, you agree to immediately remove all infringing parts of the material or promptly inform us so that we may remove the material and you indemnify us for all damages, costs and expenses incurred by us as a result of such infringement.

## **11. Modification Of Terms And The Service**

We may make changes to these Terms of Service. If we make significant changes, we will notify you as appropriate under the circumstances, no later than thirty (30) days before a change enters into force. Such notification may be provided in the App (or in some cases, via email).

You are entitled to terminate your User Account at any time and without notice.

Furthermore, we reserve the right, at our sole discretion, to modify, suspend or temporarily or permanently terminate our provision of the Service without prior notice, or if required by law or by governmental decision. You agree that we are not liable to you or any third party for such modification, interruption or termination.

## **12. Transfer**

You may not assign or transfer any of your rights, obligations or licences set out in these Terms of Service. We may assign or transfer these Terms of Service without your consent and without notifying you.

### **13. Applicable Law And Disputes**

Unless prohibited by law, this Agreement is governed by and interpreted in accordance with the laws of Ontario and the applicable laws of Canada.

Disputes or claims arising out of or in conjunction with these Terms of Service, or in cases of breach, termination or invalidity thereof, shall ultimately be settled by Canadian courts, unless otherwise stated by mandatory laws.

### **Contact Details**

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