

ActivArmor Canada Inc. Liability Waiver and Privacy Act Acknowledgment – Page 1 of 6

I hereby acknowledge that I am choosing to use ActivArmor products under or upon the advice and oversight of my physician, and at my own risk. I acknowledge that ActivArmor Canada Inc., including its authorized distributors or agents (hereafter which may be referred to as “ActivArmor”) has not and will not be providing me any medical advice concerning my injury or health. ***I agree to have my physician check and approve the device, its use, positioning and fit, before using ActivArmor products as medical treatment.*** I accept full responsibility for any damage or harmful results that may occur as a result of products sold by ActivArmor Canada Inc., including ActivArmor custom orthoses of any design or construction. Should I have any health questions, pain or negative healing outcome as a result of my injury, it is my responsibility to contact my physician immediately. I hereby indemnify and hold harmless ActivArmor Canada Inc., including any of its authorized distributors or agents, should any damage or injury occur, resulting from or related to the performance of ActivArmor staff or products. I relinquish the right to sue or receive any compensation as a result of the design, manufacturing, fit, or marketing defects, or should damage arise from the use of said product, whether the product is used properly or improperly. I further acknowledge that all products created, manufactured, or distributed by ActivArmor Canada Inc., including any of its authorized distributors or agents, are offered on the condition that their users accept full responsibility for any adverse outcomes or ill effects the product may cause. Due to the custom designed and fabricated nature of the product, I accept that there are no refunds or warranty.

No Medical Advice by ActivArmor

ActivArmor offers a custom designed orthosis, prescribed to you by your health care provider (each, a “Provider”) (If you are a Provider, please review the section below entitled Supplemental Terms Applicable to Providers). ActivArmor does not provide medical advice or care itself. Rather, your Provider uses our products and services to better provide clinical services to his or her patients. The Providers, and not ActivArmor, are responsible for the quality and appropriateness of the care they render to you.

You hereby acknowledge that you are choosing to use the Product under or upon the advice and oversight of your Provider, and at your own risk. Your Provider is independent of ActivArmor. Any information or advice received from a Provider comes from them alone, and not from ActivArmor. You acknowledge that your reliance on any Providers or information delivered by the Providers via or because of the information collected through the Product is solely at your own risk and you assume full responsibility for all risks associated herewith. ***You agree to have your Provider check and approve any ActivArmor device, its use, positioning and fit, before using such device.***

Should you have any health questions, pain or negative healing outcome as a result of your injury or use of the Product, it is your responsibility to contact your Provider immediately. You should always seek the advice of qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by ActivArmor, or in connection with any communications supported by ActivArmor, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by provincial or federal law.

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

Disclaimer of Warranties

YOUR USE OF THE PRODUCT AND WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PRODUCT OR WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AT YOUR OWN RISK, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE PRODUCT, WEBSITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT WILL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PRODUCT OR WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

THESE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE PRODUCT, WEBSITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PRODUCT OR SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PRODUCT, WEBSITE OR THE SERVICES IS LIMITED TO THE LESSER OF (I) THE AMOUNT OF FEES ACTUALLY

PAID BY YOU FOR USE OF THE SERVICES OR (II) ONE HUNDRED DOLLARS (CAD\$100.00). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assignees, from and against any and all claims, liabilities, deficiencies, damages, actions, judgments, settlements, interest, awards, losses, fines, penalties, costs, expenses or fees or any kind (including reasonable legal fees and costs) arising from or relating to your violation of these Terms of Use or the terms in our other policies and agreements that you agree to be bound by, your use or misuse of the Product or Website, including, but not limited to, any use of the Product or Website content, Services, and products other than as expressly authorized, your use of any information obtained from the Product or Website, any User Content you submit, post to or transmit through the Product, Website or the Services, or, your violation of any third party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity, and confidentiality.

Termination

We may terminate your use of the product application or Website for any or no reason at any time. You understand that termination of your agreement with us pursuant to these Terms of Use will not entitle you to any refund and may involve deletion of your information from our live databases as well as any content that you uploaded to the product application. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE PRODUCT APPLICATION OR WEBSITE OR DELETION OF CONTENT UPLOADED BY YOU.

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to these Terms of Use, or the relationship that results from these Terms of Use (a "Dispute") the parties hereto shall use their best efforts to settle the Dispute. To this end, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution, then the Dispute shall be resolved by binding arbitration in Calgary, Alberta.

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Supplemental Terms Applicable to Providers

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

To be a healthcare provider using the Product (for purposes of this Section, “Provider” or “You”) you must be a licensed healthcare professional in contract with ActivArmor, and must agree to comply with all laws, medical board rules, and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with ActivArmor Product users is directly between you and the patient. The patient will never have a physician-patient relationship with ActivArmor. ActivArmor does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices, and other interactions with patients and other consumers. Without limiting the generality of the foregoing, Provider is solely responsible for all billings and collections from patients and other consumers for Provider’s services, and ActivArmor shall have no liability whatsoever to Provider with respect to any amounts owed by any patient or other consumer to Provider.

ActivArmor does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, goods, or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues and should not rely on any materials or content associated with the Product in determining Provider’s compliance obligations under law. **THE ACTIVARMOR WEBSITE, PRODUCT AND SERVICES ARE NOT MEANT TO SUBSTITUTE OR MODIFY YOUR PROFESSIONAL JUDGMENT IN ANY WAY.**

Provider will use the Website and Product only in accordance with applicable standards of good medical practice. Provider shall be solely responsible for its use of the Product and the provision of medical services to Provider’s patients. In this regard, Provider releases ActivArmor and waives any and all potential claims against ActivArmor as a result of Provider’s use of the Website and Product and the provision of services to Provider’s patients.

Privacy Policy

ActivArmor is committed to maintaining the privacy of your health information. To fill your Durable Medical Equipment (DME) request, physicians, nurses, and other personnel may collect information about your health history and your current health status. ActivArmor may also directly collect such information electronically, during the ordering process for our products. The terms of this Notice apply to health information produced or obtained by ActivArmor.

The Canada Privacy Act, and the Personal Information Protection and Electronic Documents Act (PIPEDA) requires us to provide this Notice to you regarding our privacy practices, our legal duties to protect your private information and your rights concerning health information about you. We are required to follow the privacy practices described in this Notice whenever we use or disclose your protected health information (PHI). Other companies or persons that perform services on our behalf, called Business Associates, must also protect the privacy of your information. Business Associates are not allowed to release your information to anyone else unless specifically permitted by law. There may be other provincial and federal laws, which provide additional protections related to communicable disease, mental health, substance or alcohol abuse, or other health conditions.

Your Health Information May Be Used And Disclosed

The PIPEDA permits ActivArmor to make uses and disclosures of your health information for purposes of treatment, payment and health care operations.

- We use and may share health information about you for your health care and treatments. For example, a nurse or medical assistant will obtain treatment information about you and record. Alternatively, your physician may use information about you for fulfillment of your DME order, including information about your injury and which treatment option, such as surgery or medication, will best address your health needs.
- **Health Care Operations:** We may use and share health information about you for ActivArmor’s health care operations, which include planning, management, quality assessment, and improvement activities for the DME delivery service that we deliver. For example, we may use your health information to evaluate the skills of our staff. We also may use your information to review quality and health outcomes. We may share this information.
- **Health-Related Benefits, Services and Treatment Alternatives:** We may also contact you about new or alternative treatments or DME products and options. For example, we may offer to mail to you such as newsletters, coupons, or announcements.

- **People Assisting in Your Care:** In certain limited situations, ActivArmor may disclose essential health information to people such as family members, relatives, or close friends who are helping care for you through the scanning and fitting process. We will disclose information to them only if these people need to know the information to help you. For example, we may provide limited information to a family member so that they may assist you in scanning, fittings or adjustments. ActivArmor will determine if it would be in your best interest to disclose pertinent health information about you to the people assisting in your care.
- **Research:** ActivArmor may use or disclose health information about you for research purposes. Researchers may be allowed to use information about you in a restricted way to determine whether the potential study participants are appropriate.
- **As Required by Law:** We must disclose health information about you if Federal or Provincial or local law requires us.
- **Serious Threat to Health or Safety:** Consistent with applicable laws, we may disclose your PHI if disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- **Public Health Risks:** As authorized by law, we may disclose health information about you to public health or legal authorities whose official responsibilities generally include the following:
 - To prevent or control disease, injury or disability;
 - To report problems with products or treatment;
 - To notify people of recalls of products they may be using;
- **Health Oversight Activities:** We must disclose health information to a health oversight agency for activities that are required by federal, provincial, or local law. Oversight activities include investigations, inspections, industry licensures, and government audits. These activities are necessary to enable government agencies to monitor various health care systems, government programs, and industry compliance with civil rights laws.
- **Required by PIPEDA Law:** The Office of the Privacy Commissioner of Canada (OPCC) may investigate privacy violations. If your health information is requested as part of an investigation, we must share your information with OPCC.

I. Situations In Which Your Health Information May Be Disclosed With Your Written Consent

- **Marketing:** We must obtain your written authorization before using your health information to send you any marketing materials. The only exceptions to this requirement are that:
 - We can provide you with marketing materials in a face-to-face encounter or a promotional gift of very small value, if we so choose
 - We may communicate with you about products or services relating to your treatment, to coordinate or manage your care, or provide you with information about different treatments, providers or care settings.
- **Highly Confidential Information:** Federal and Provincial law requires special privacy protections for certain “Highly Confidential Information” about you, including any part of your health information that is about:
 - Child abuse and neglect
 - Domestic abuse of an adult with a disability
 - Mental illness or developmental disability treatment or services
 - Alcohol or drug dependency diagnosis, treatment, or referral
 - Sexual assault

Before we share your Highly Confidential Information for a purpose other than those permitted by law, we must obtain your written permission.

II. Your Rights Regarding Health Information We Maintain About You

- **Right to Inspect and Copy:** You have the right to inspect and receive a copy of your PHI. A request to inspect your records may be made by sending a request to info@activarmor.ca. For copies of your PHI, requests must also be sent to info@activarmor.ca. For PHI in a designated record set that is maintained in an electronic format, you can request an electronic copy of such information. There may be a charge for copies of your PHI.
- **Right to Request Amendment:** If you believe that any health information that we have about you is incorrect or incomplete, you have the right to ask us to change the information, for as long as ActivArmor maintains the information. To request an amendment to your health information, your request must be in writing, signed, and submitted to ActivArmor. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement that will be maintained with your records. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.
- **Right to Request Restrictions on Use and Disclosure:** You have the right to request a restriction or limitation on certain uses and disclosures of your health information.

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To request restrictions, you must make your request in writing to ActivArmor. In your request, you must tell us:

- What information you wish to limit
- Whether you wish to limit our use, disclosure, or both
- To whom you want the limits to apply – for example, if you want to prohibit disclosures for insurance payment, to persons involved in your care, or to your spouse.

You or your personal representative must sign it.

We are not required to agree to your request, but we will attempt to accommodate reasonable requests when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction.

- **Right to an Accounting of Disclosures:** With some exceptions, you have the right to receive an accounting of certain disclosures of your PHI. Your accounting request must be in writing and signed by you or your personal representative, and submitted to ActivArmor. Your request must specify the time in which the disclosures were made. These disclosures may not go back further than six years from the date of the request. You may receive one free accounting in any 12-month period. We will charge you for additional requests.
- **Right to Request Alternate Communications:** You have the right to request that we communicate with you about medical matters in a confidential manner. *You must submit your request in writing to ActivArmor.* We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.
- **Right to Receive a Copy of this Notice:** You have the right to a paper copy of this Notice of Privacy Practices even if you have agreed to receive the Notice electronically. You may ask us to give you a copy of this Notice at any time.
- **Right to Cancel Authorization to Use or Disclose:** Other uses and disclosures of your health information not covered by this Notice or the laws that govern us will be made only with your written authorization. You have the right to revoke your authorization in writing at any time, and we will discontinue future uses and disclosures of your health information for the reasons covered by your authorization. We are unable to take back any disclosures that were already made with your authorization, and we are required to retain the records of the care that we provided to you.

For further information: If you have questions, or would like additional information, you may contact us at info@activarmor.ca.

To File a Complaint: You may submit any complaints with respect to violations of your privacy rights to ActivArmor. You may also file a complaint with the Office of the Privacy Commissioner of Canada if you feel that your rights have been violated. There will be no retaliation from ActivArmor for making a complaint.

Independent Contractors

The parties intend that an independent contractor relationship will be created by these Terms of Use, and that no additional partnership, joint venture, employee, employer or other relationship is intended. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or service providers.

Application Support; Functionality

All questions and requests relating to Website and Product support must be directed to ActivArmor. We will use commercially reasonable efforts to respond to questions and provide support.

Entire Agreement

These Terms of Use, and our Privacy Policy you have consented to constitute the entire agreement between you and us with respect to the Website and Product and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of you or us, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect. You may not assign, delegate, or subcontract these Terms of Use without the prior, written permission of ActivArmor. The headings of sections and paragraphs in these Terms of Use are for convenience only and shall not affect its interpretation. For purposes of these Terms of Use, (a) the words

"include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby,"

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"hereto," and "hereunder" refer to these Terms of Use as a whole.

Canadian Class 1 Medical Device (DME)

The devices, systems and services described on our product materials are subject to Canadian laws governing the use and sale of such devices, systems and services. Nothing in the product materials is intended to constitute a claim or indication for clinical uses of ActivArmor's devices beyond those that have been cleared or approved by the U.S. Food and Drug Administration or any foregoing equivalent, as applicable.

Changes to this Notice: If we make a material change to this Notice, we will provide a revised Notice available on our website, www.activarmor.ca.

Contact Information: Unless otherwise specified, to exercise any of the rights described in this Notice, for more information, or to file a complaint, please contact us at info@activarmor.ca, or by filing a Contact Us form on our website, at www.activarmor.ca.

Effective Date: This Notice is effective as of May 1, 2021.