

TERMS AND CONDITIONS OF USE

Effective Date: 14/05/2019

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY.

In this Terms and Conditions of Use ("Terms & Conditions"), the terms "we", "us", "our" refer to Clinemetrica Inc., a company incorporated in Canada, and our "Affiliates", which shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with Clinemetrica Inc.

By using our Website, you agree to these Terms & Conditions. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions or otherwise notify you of such changes, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use our Website and, if applicable, you should arrange to cancel your registered user account or subscription with us.

1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by us, including, without limitation, this website and any other website that we may own or operate currently or in the future (collectively, our "Website"). This Website and this Agreement are specifically directed to residents of Canada and is for use only by residents of Canada.

2. Terms & Conditions - In General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (i) restricting the time the Website is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Websites.

From time to time, we may supplement these Terms & Conditions with additional terms

and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

3. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions. You acknowledge that this Website contains information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, patents, industrial designs, trade-marks, trade secrets and/or other intellectual property or proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under Canadian copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the "look and feel," selection, co-ordination, arrangement, and enhancement of such Content.

All trademarks appearing on this Website are trademarks of their respective owners. nVIGORus, MyHealthCheckup, MissionVAV, and MonBilanSanté are the trade names and the registered trademarks of Clinemetrica Inc. Our commercial partners, suppliers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

4. Becoming a Registered User

You have to become a registered user to use this Website.

If you elect to become a registered user of our Website, you agree to provide us with true, accurate and complete information about yourself ("My Account"), and to maintain and promptly update the My Account and any other information you provide to us, to keep it accurate. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website. You further agree not to register for more than one account, create an

account on behalf of someone else, or create a false or misleading identity on this Website.

5. Privacy

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy.

6. Community Area Conduct Guidelines

A "Community Area" means any blog, personal page, group page, chat room, message board, bulletin board, recipe swap, or similar activity where you can communicate with other users of our Website or post your own Content.

You acknowledge that all Content posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website.

You agree not to use this Website (including any Community Area) to:

- (a) Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- (b) Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- (c) Impersonate any person or entity, including, but not limited to, any user of this Website, a director, officer, employee, shareholder, agent or representative of Clinemetrica Inc., our Affiliates, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Clinemetrica Inc., our Affiliates, or any other person or entity;
- (d) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- (e) Upload, post, email or otherwise transmit any Postings or other materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment

relationships or under nondisclosure agreements);

(f) Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trade-mark, trade secret, copyright, industrial design, right of privacy or publicity or other intellectual property or proprietary rights of any party;

(g) Upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas of this Website, if any, that are specifically designated for such purpose;

(h) Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Community Area (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of this Website;

(j) Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

(k) Intentionally or unintentionally violate any applicable local, provincial, state, national or international law, including, but not limited to, any regulations having the force of law;

(l) "Stalk" or otherwise harass another user of this Website, or employee of Clinemetrica Inc., or our Affiliates; or

(m) Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website (including user names and passwords) or about any other third party;

(n) Access or attempt to access another user's account without his or her consent.

Your privilege to use this Website (including the Community Area) and contribute to discussions on the Community Area depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines or any of these Terms & Conditions, we may terminate, in our sole discretion, your use of, or participation in, any Community Area.

Except as may otherwise be provided in our Privacy Policy, all Community Area communications including, but not limited to, chat, message board, blog, groups, and profile communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Community Area) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Community Area, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities

in any Community Area, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any posting for any reason, we generally do not review Content prior to the Content's posting and we have no obligation to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from our Website, and we are not liable for any loss you incur in the event that Content you post or transmit to our Website is removed.

7. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website any Content (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right and licence, including the right to sublicense, (as well as consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trade-marks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions, for any purpose, commercial, advertising or otherwise. You further waive all your moral rights in favour of us with respect to any Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third-party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the licence stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions or any third-party holder of any rights. You also permit any user to access, display, view, store and reproduce any Submission that you have made available in a Community Area for personal use. Subject to the foregoing, the owner of a Submission placed on this Website retains any and all Rights that may exist in such Submission.

8. Parental or Guardian Permission

Some of the Content on this Website may not be appropriate for children. **CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE.** We strongly recommend that children between the ages of 13 and 18 ask for their parent or guardian's permission before viewing our Website.

9. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not

responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

10. Password and User Security

If you are a registered user or subscriber of this Website, you are solely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorised use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your or anyone else's password. You are solely responsible for any and all activities that occur under your user account. You agree to immediately notify us of any unauthorised use of your user account or any other breach of security known to you.

11. Relationship with Clinemetrica Inc.

nVIGORus, MyHealthCheckup, MissionVAV, and MonBilanSanté are the trade names and the registered trademarks of Clinemetrica Inc., as are certain other trademarks used on this Website under our control.

12. Health Disclaimer

This Website provides health and wellness management and information applications, and is intended only to assist users in tracking their personal health and wellness efforts. Clinemetrica Inc. is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

13. Disclaimers of Conditions and Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF CONDITIONS AND WARRANTIES:

THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

NEITHER CLINEMETRICA INC., ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR

SUPPLIERS WARRANT THAT THIS WEBSITE OR ANY FUNCTION CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY PRODUCT, OFFERING, CONTENT AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL.

NEITHER CLINOMETRICA INC., ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY CONDITION OR WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON OUR WEBSITE; OR (F) ANY OTHER MATTER RELATING TO OUR WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR

WEBSITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Indemnification

You agree to indemnify, hold harmless and, at our option, defend Clinemetrica Inc. and our Affiliates, and our and their officers, directors, employees, shareholders, agents and representatives from any and all third-party claims, liability, damages and/or costs (including, but not limited to, reasonable legal fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

16. Governing Law and Choice of Forum

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Province of Quebec, without giving effect to any principles of conflicts of law.

17. Contact Information

Our business address is Clinemetrica Inc., 430 rue Saint-Pierre, Suite 200 Montréal, Québec, H2Y 2M5, Canada.

We can also be reached as follows: telephone: 1-514-846-7973; facsimile: 1-514-846-1447; and email: customerservice@myhealthcheckup.ca.

18. Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable legal fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with the Subscription Agreement (if applicable), the Privacy Policy and any Additional Terms, are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription offerings or products, in the event of any conflict between these Terms & Conditions and the Subscription Agreement, the Subscription Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website or by other notification from us, or by written

agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect.