

TERMS OF USE

Concise Curated Counselling

1. Overview

Concise Curated Counselling is a digital platform for Qualified Healthcare Professionals (see section 2.2 for the definition) that provides an aggregated resource for pharmaceutical data and information, and facilitates communication between Qualified Healthcare Professionals.

To access our website at www.concise curated counselling.com or our platform, including any services offered through our website or platform (collectively, our “**Platform**”) you must agree to these terms of use (“**Terms**”), which constitute a legal agreement between you (“**you**”, “**your**”, or “**user**”) and **Concise Curated Counselling Corp.** (“**we**”, “**us**”, or “**our**”) and which set forth the terms and conditions for your use of our Platform.

By accessing or using our Platform or otherwise indicating your consent to these Terms, you agree to be bound by these Terms and the documents that are referred to in these Terms (including our privacy policy), and represent and warrant to us that you are a legal resident of Canada, are the legal age of majority under applicable law to form a binding contract with us, are not prohibited by applicable law from accessing or using our Platform, and are a Qualified Healthcare Professional.

We are not a healthcare professional and do not provide any medical advice. All information available on the Platform is to be used strictly for informational purposes and not as professional advice, treatment, or diagnosis. The Platform is designed for Qualified Healthcare Professionals only, as an informational resource to support the independent exercise of their professional judgment.

If you have questions regarding your access to or use of the Platform or about these Terms, please contact us by e-mail at info@concise curated counselling.com

2. Accessing the Platform

2.1 Platform License

We grant you a personal, limited, non-exclusive, non-transferable, non-assignable, and revocable right to access and use the Platform and the Platform IP (defined in section 5) as permitted by these Terms. You may only access the Platform IP while located within Canada.

2.2 Eligibility

To use our Platform, you must be a “**Qualified Healthcare Professional**”, meaning you:

- are a regulated healthcare professional under the *Regulated Health Professions Act, 1991* (Ontario), the *Pharmacy Act, 1991* (Ontario), or other applicable

legislation in Canada, are appropriately licensed and in good standing in accordance with the professional rules applicable to you, and otherwise possess all credentials required by law to act as a healthcare professional in Canada;

- are able to prescribe, in compliance with applicable law, the medications listed in Schedule 1 of the National Drug Schedules published by the National Association of Pharmacy Regulatory Authorities; and
- have and will maintain at least the minimum insurance required in accordance with the Ontario College of Pharmacists or otherwise imposed by professional rules and or law applicable to you.

2.3 Creating a User Account and Picking a Subscription

2.3.1 Creating Your Account

You must create a user account and purchase a subscription to access and use our Platform.

To create a user account, you will be required to provide certain information, including your name, profession, professional license or identification number, email address, a login name, and a password, and other information related to your user account that we may request from time to time (the information you provide when creating a user account is collectively called your “**Account Details**”). When creating a user account, you agree to provide correct, current, and complete Account Details, and to promptly update your Account Details if any information changes – for example, if you change your email address.

While we take steps to protect your Account Details, you acknowledge and agree that you are also responsible for maintaining the confidentiality of your Account Details. If you believe any of your Account Details (such as your password) have been compromised or that someone else is accessing your user account, you agree to promptly inform us and to take reasonable steps to secure your user account – for example, by changing your password.

To use our Platform, we may first require that you help us verify your identity. Accordingly, you agree to authorize us to make any inquiries we consider reasonably necessary to validate your identity upon our request and to cooperate in getting answers to those inquiries. If you do not respond to our request to make inquiries or if we cannot verify your identity to our satisfaction, you acknowledge that we may refuse to allow you to use our Platform. You acknowledge that we are not obligated, and do not undertake, to validate all users of the Platform.

2.3.2 Picking Your Subscription

Our subscription plans provide you with access to our Platform, including unlimited searches of our informational database and access to chat forum with other users.

You may subscribe for a subscription plan by selecting a plan from the options that may be available from time to time on our Platform and completing the check out process. The specific terms of the plan you select will be set out in the order summary page on our Platform at the time you check out (the “**Order Summary**”). You will be billed for your subscription in accordance with any details described in the Order Summary.

You may cancel your subscription plan at any time through the Platform or by notifying us by email at info@concisecuratedcounselling.com. Cancellation is effective at the end of the applicable subscription period, as detailed in the Order Summary, of your subscription plan. If we are unable to collect your subscription fee because your payment method does not contain sufficient funds or because our attempt to charge your payment method is otherwise declined for any reason, we reserve the right to suspend, restrict, or terminate your access to your subscription plan until such time as your non-payment is remedied.

Upon creating an account, a free trial may be offered for a limited period (a “**Trial**”) and will be detailed, if applicable, in your Order Summary. If you are offered participation in a Trial, you may be required to provide payment information, such as credit card or bank account details, at the time of creating your account and starting the Trial. Unless otherwise indicated in your Order Summary, you will be charged (and you hereby authorize us to charge you) applicable subscription fees in accordance with the terms of your Order Summary (your “**Subscription Fee**”) immediately following the end of the Trial.

Unless otherwise indicated in your Order Summary, our subscription plans are non-refundable and non-returnable.

2.4 User Conduct and Content

2.4.1 User Conduct

You agree that you will not use our Platform to:

- violate or promote the violation of any applicable laws, regulations, or similar government-imposed restriction or rule, or of any third-party’s rights, including without limitation, using our Platform in connection with any action that is illegal or involves any illegal items, or is for any illegal purpose;
- impersonate any person or entity, misrepresent your affiliation with a person or entity, or do any other thing or act that brings us, any other user of our Platform, or any third-party into disrepute or causes us liability;
- transfer your account to another person;
- distribute viruses, malware, or any other technologies that are malicious or that may harm us, our Platform, other users of our Platform, our affiliates, or any third-party, or in any other way interfere or attempt to interfere with the proper working of our Platform;

- reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell, or otherwise make available to any third-party, or otherwise publish, deeplink, create derivative works from or exploit in any way our Platform or any content on our Platform except as permitted by us under these Terms; or
- harvest or otherwise collect, use, or disclose (including using any robot, spider, or other automatic device, process, or means) content on our Platform or personal information about any other user of our Platform.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole and absolute discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your information) from our Platform without the prior express written permission of us and the appropriate third-party, as applicable;
- interfere or attempt to interfere with the proper working of our Platform or any activities conducted on our Platform; or
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any user content posted or transmitted through the Platform.

We, in our sole and absolute discretion, may refuse to provide access to our Platform that we believe is unauthorized or made by someone other than you, may violate any law, rule, or regulation, or if we have reasonable cause not to honour it.

2.4.2 User Content

We do not control the user content posted through our Platform (“**User Content**”) and do not guarantee the accuracy, integrity, or quality of any User Content. You therefore agree that you will not hold us responsible or liable for any inaccuracies, errors, or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of or reliance upon any User Content posted, e-mailed, transmitted or otherwise made available through our Platform.

You acknowledge that all User Content, whether publicly posted or privately transmitted on or through our Platform, is the sole responsibility of the person from whom it originated. You acknowledge that we do not pre-screen User Content, but that we have the right (but not the obligation) to refuse or remove any User Content that violates these Terms or is otherwise objectionable in our sole and absolute discretion.

If we determine, in our sole and absolute discretion, that any User Content violates these Terms or is otherwise objectionable, we may:

- edit or modify it to ensure it complies with these Terms;
- request you modify or edit it;
- remove or delete it; or
- suspend or revoke your access to or use of our Platform without notice or explanation.

You acknowledge and expressly consent to us accessing, preserving, and disclosing your Account Details and any User Content you publish on or through our Platform if required to do so by law or if in good faith we believe that such access, preservation or disclosure is reasonably necessary to:

- comply with legal process;
- enforce these Terms;
- respond to claims that any User Content violates the rights of third-parties;
- respond to your requests for customer services; or
- protect the rights, property, or personal safety or security of us, our affiliates, our users, and the public.

User Content may be considered, in our sole and absolute discretion, as objectionable if it contains, depicts, includes, discusses, or involves, without limitation, any content that is deemed by us, in our sole and absolute discretion, to:

- be spam, illegal, defamatory, libelous, pornographic, obscene, vulgar, or offensive,
- be a derogatory characterization of any ethnic, racial, sexual, religious or other groups, or a personal attack on another user;
- damage or disable the Platform or any of its services or interfere with any other users' rights or enjoyment of the Platform; and/or
- violate or promote the violation of any applicable laws, regulations, or similar government-imposed restriction or rule, or of any third-party's rights.

2.5 External Links

Our Platform may rely on, include, or provide third-party information or links to third-party websites or content. We have no control over such third party's websites and resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable for any such content or information, or advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we are

not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information, content, advertising, products and services, or other materials on or available from such websites or resources.

We do not assume responsibility for the accuracy or appropriateness of, and have no control over, the information, data, opinion, advice, or statements contained at such sites, and make no representations about any such websites that may be accessed from the Platform. Where you access third-party sites, you acknowledge and agree you are doing so at your own risk. Your use of a third-party site will be governed by the terms and conditions of such site, if any.

In providing links to third-party sites, we are in no way acting as a publisher or disseminator of any material contained on those sites and does not and do not seek to monitor or control such sites.

A link to a third-party site does not mean and should not be construed to mean that we are affiliated or associated with such third-party in any way. We do not recommend or endorse any material found on such third-party sites. The mention of another party or its product or service on the Platform or in any content on the Platform is not and should not be construed as an endorsement of that party or its product or service.

3. Termination

We may in our sole discretion for any or no reason, with or without notice, and at any time:

- terminate these Terms;
- limit, suspend, or terminate your access to or use of the Platform;
- take technical and legal steps to prevent you from accessing or using the Platform;
or
- remove or otherwise modify any information or content you have provided through the Platform.

You acknowledge and agree that any termination of your access to the Platform under the provisions of these Terms may be effected without prior notice and that we may immediately deactivate or delete your user account and all related content. You agree that we are not liable to you or any third-party for termination of your user account, or termination of your access to the Platform.

Any termination or action taken by us under this section is in addition to and without prejudice to such rights and remedies as may be available to us, including injunction and equitable remedies. Any terms of these Terms which are necessary to give effect to our rights under these Terms or that contemplate survival beyond termination will survive to the extent not permitted by law.

4. Payment Terms

4.1 *Payment of Subscription Fee*

You authorize us to charge your indicated payment method for your Subscription Fee in accordance with the terms of your Order Summary and to, as applicable, electronically debit and credit your indicated payment method to correct any erroneous debits and credits that may occur. You acknowledge and agree that we will not provide you notice, and you waive any right to notice you may have under applicable law, in advance of a particular charge to your indicated payment method.

You represent and warrant to us that you have the right to authorize us to charge your payment method for payments due to us under these Terms. If your linked bank account is a joint bank account with someone else, you represent and warrant that you have the authority to (a) bind the absent account holder(s); and (b) enter into these Terms independently. You agree to indemnify and hold us harmless from any third-party claims to your Payment Method.

4.2 *Adjustments to your Subscription Fee*

We may adjust your Subscription Fee at any time by notice to you through the Platform or by a communication method otherwise permitted by these Terms. Such an adjustment to your Subscription Fee will be effective in your next subscription period (for example, monthly or yearly) as indicated in your Order Summary.

5. Intellectual Property

Our Platform, including without limitation all the content of on our Platform (such as information, reports, data, databases, graphics, interfaces, web pages, text, files, software, code, product names, company names, trademarks, logos, trade names, any other intellectual property contained on the Platform), the manner in which such content is presented or appears and all information relating thereto, and our Platform's features and functionality (collectively, the "**Platform IP**") are owned by us, our licensors, or other providers of such Platform IP, and are protected in all forms by intellectual property laws, including without limitation copyright, trademark, patent, trade secret, industrial design, and any other proprietary rights.

You agree that, except as explicitly authorized by us, you will not:

- distribute the Platform IP for any purpose, including without limitation by compiling an internal database, or by redistributing or reproducing the Platform IP by the press or media or through any commercial network, cable, or satellite system;
- create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, distribute, publish or republish, download, store, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use,

either directly or indirectly, the Platform IP in whole or in part, in any form or by any means whatsoever, be they physical, electronic, or otherwise; or

- allow any third-party to access the Platform IP.

6. Privacy

Your use of our Platform is governed by our privacy policy, which can be found here: <https://www.concisesecuredcounselling.com/privacy-policy>. By accessing or using our Platform or otherwise submitting your personal information to us, you consent to our collection, use, and disclosure of your personal information in accordance with the terms of our privacy policy. Our privacy policy is incorporated into these Terms by reference and form an integral part of these Terms.

In connection with your use of the Platform, we may request your consent to receive email, SMS, or other electronic messages or telephone calls from us or anyone on our behalf at the email address or phone number you have provided to us, so that we are able to provide you with information related to your use of the Platform. You consent to the exchange of information and documents between you and us electronically over the Internet, by email, or by telephone. If you have a user account with us or have purchased a product or service from us, we may send you information or documents to the email address or telephone number in your Account Details or as provided to us by you in the course of purchasing such product or service from us.

To the extent you have provided us with your email address or telephone number, you represent and warrant to us that such email address or telephone number is yours and that you are permitted to receive emails, calls, or text messages at the email address or telephone number you have provided to us. You agree to promptly alert us whenever you stop using the email address or telephone number that you've provided to us.

You acknowledge that you may incur costs to receive phone messages, text messages, emails or other electronic communications from us and agree that you are responsible for such costs.

7. Miscellaneous

7.1 Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST GOODWILL OR BUSINESS REPUTATION, LOST DATA, OR LOST SAVINGS, EVEN IF WE OR ANY OF OUR LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION: (A) ANY CHANGES WE MAY MAKE TO THE PLATFORM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE PLATFORM; (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO SEND, DISPLAY, OR STORE ANY ADS, USER GENERATED CONTENT, OR OTHER COMMUNICATIONS OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH THE PLATFORM; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT DETAILS OR TO KEEP YOUR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AS APPLICABLE. NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND TO BE LIABLE FOR ANY REASON, OUR LIABILITY TO YOU OR ANY THIRD-PARTY IS LIMITED TO THE GREATER OF: (A) THE TOTAL FEES SUCH PARTY MADE TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY; AND (B) \$100 CAD.

7.2 Availability, Completeness, and Quality

You understand and agree that the Platform is provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for particular purpose, or non-infringement.

Except as otherwise expressly required by applicable law, we make no representations, warranties, conditions, or other terms (whether express or implied) in relation to the provision of the Platform or any content on the Platform, including without limitation as to completeness, security, reliability, suitability, accuracy, availability, or currency of the Platform or any content on the Platform, including any information obtained from third party sources, that we may not independently verify the accuracy of third party information, that the Platform or any content on the Platform will be free from bugs, errors, or omission, or as to the satisfactory quality or fitness of the Platform or any content on the Platform for a particular purpose. We assume no obligation to update the Platform or any content on the Platform. The Platform or any content on the Platform may be changed without notice to you.

To the maximum extent permitted by applicable law, we excludes all liability (whether arising in contract, tort, breach of statutory duty, or otherwise), which we may otherwise have to you as a result of any error or inaccuracies in the Platform or any content on the Platform, the unavailability of the Platform for any reason, or any representation or statement made on or through the Platform or any content on the Platform.

7.3 Downloads

We cannot and do not guarantee or warrant that files or data available for downloading from the Platform will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Platform and your computer internet and data security. To the fullest extent provided by law, we will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful materials that may infect your computer equipment, computer

programs, data, or other proprietary material due to your use of the Platform or any services or items found or attained on or through the Platform or to your downloading of any material posted on or through the Platform, or on any website linked to the Platform.

7.4 No Reliance

Any reliance you may place on the Platform, or any information obtained through the Platform, is at your own risk. Any content provided by us on or through the Platform is provided for general information purposes only and may rely on unverified third-party information. Such content does not constitute professional advice, treatment, diagnosis, legal advice, or any other type of advice, and should not be relied on for any purpose.

You agree to exercise and apply your own professional judgment in accordance with applicable industry standards and with applicable healthcare regulations and law, or obtain specific or professional advice before taking, or refraining from, any action or inaction on the basis of the Platform or any information obtained through the Platform.

7.5 Indemnification

To the maximum extent permitted by applicable law, you agree at all times to indemnify, defend, and hold us harmless, our agents, affiliates, partners, and our and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, actions, proceedings, demands, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including legal and other fees and disbursements) sustained, incurred, or paid by us, or arising out of or relating to your breach of these Terms, your access or use of the Platform, your violation of any applicable law or regulation, your withdrawal of any pre-authorized consent without prior notice to us, or violation of any third-party's intellectual property or other rights.

7.6 Amendment and Modification of Terms

We reserve the right in our sole discretion to amend these Terms for any or no reason, at any time, and from time to time. All such amendments will be effective from the date they are published and will apply to all access to or continued use of the Platform.

By continuing to use or access the Platform following such amendment, you agree to be bound by the Terms as amended, regardless of whether or not we notified you of such amendments. You agree to periodically review these Terms in order to be aware of any amendments.

No changes to these Terms are valid or have any effect unless agreed to by us in writing.

If you do not agree with any part of the Terms or any amendments to the Terms, you may discontinue your use of the Platform or any of its services at any time.

7.7 Force Majeure

We will have no liability to you for any breach of these Terms caused by any event or circumstances beyond our reasonable control, including without limitation strikes, lock-outs and other industrial disputes, breakdown of systems or network access, disease, flood, fire, explosion, or accident.

7.8 No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

7.9 Governing Law, Jurisdiction, and Attornment

These Terms are governed by and are to be construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to any choice of law provision, principle, or rule, and notwithstanding your domicile, residence, or physical location.

For the purpose of all legal proceedings, these Terms shall be deemed to have been performed in the province of Ontario and the courts of the province of Ontario shall have jurisdiction to entertain any action arising under or out of these Term. You and us both agree to irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario. You further waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

You agree to waive any right you may have to a trial by jury or to commence or participate in any class action against us related to the Platform, any content on the Platform, or these Terms.

7.10 Waiver

No failure by us to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver by us thereof. No single or partial exercise by us of any right, remedy, power, or privilege hereunder precludes any other or further exercise by us thereof or the exercise of any other right, remedy, power, or privilege.

7.11 Release

If you have a dispute with one or more users, you release us, our affiliates and licensors (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

7.12 Severability

Any term of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of these Terms, without affecting the remaining terms of these Terms or affecting the validity or enforceability of such terms in any other jurisdiction. Nothing in these Terms shall operate to prejudice any mandatory statutory requirement or your statutory rights.

7.13 Entire Agreement

These Terms together with our privacy policy contain the entire understanding and agreement between you and us in relation to your use of the Platform, and supersede and replace all prior and contemporaneous understandings, agreements, representation, statement, or other communication.

7.14 Assignment

You may not assign, sublicense, or otherwise transfer any of your rights and obligations in these Terms to any other person. We may freely assign these Terms.

7.15 General Provisions

All rights not expressly granted by us herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.