

Terms of Use – SPRinG App

Last Updated: June 1, 2022

Acceptance

It is important that you read all the following terms and conditions carefully along with the Privacy Policy. This Terms of Use Agreement (“Agreement”) is a legal agreement between you and Unity Health Toronto, the owner and operator (“Owner”) of this Application (the “App”). It states the terms and conditions under which you may access and use the App and all written and other materials displayed or made available through the App, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (the “Content”). By downloading, accessing and using the App, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the App and, if you have already downloaded or installed the App, you must promptly delete or otherwise remove the App.

By indicating that you agree to the terms of use, you represent that you:

- (1) are at least 19 years of age and
- (2) currently reside in Canada.

If you cannot confirm the forgoing, then you must not download, register or use the App.

Updates

The Owner may revise this Agreement at any time by updating this posting without prior notice. The updates will take effect immediately. Your continued use of the App after such changes are posted will signify your acceptance of these revised terms. If you do not agree to the updated Agreement, you must discontinue using the App and uninstall it. You should visit this page periodically to review this Agreement. If we make changes, we will change the “Last Updated” date above.

Medical emergency

Do NOT use the App for medical emergencies. If you have a medical emergency, call a physician or qualified healthcare provider, or CALL 911 immediately or go to the nearest emergency room. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the App.

General information not medical advice

The general information provided on the App is for informational purposes only and is not professional medical advice, diagnosis, treatment, or care, nor is it intended to be a substitute therefore. The App is not, and should not be considered, a substitute for medical advice from a physician or other qualified healthcare provider. The App does not, nor is it intended to, replace or overrule the judgment or diagnosis of a physician or qualified healthcare provider and must not be used as the basis for making any

diagnosis or treatment decision. Always seek the advice of your physician or other qualified healthcare provider properly licensed to practise medicine or general healthcare in your jurisdiction concerning any questions you may have regarding any information viewed on or obtained from this App and any medical condition you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read or viewed on this App. Always consult with your physician or other qualified healthcare provider before embarking on a new treatment, diet, or fitness program. Information obtained on the App is not exhaustive and does not cover all diseases, ailments, or physical conditions, or their treatment. We make no representation or warranty that any particular information on this App is safe, appropriate, or effective for you.

No physician-patient relationship

The presentation of general information on the App does not establish a physician-patient relationship between you and the Owner (or any of its physicians or other healthcare providers featured on the App) and is not intended as a solicitation of individuals to become patients or clients of the Owner (or any of its physicians or other healthcare providers featured on the App).

Disclaimer of warranties

The App and the Content are provided “AS IS” and “AS AVAILABLE.” While the Owner endeavours to provide information that is correct, accurate, current, and timely, the Owner makes no representations, warranties, or covenants, express or implied, regarding the App and the Content including, without limitation, no representation, warranty, or covenant that (i) the Content contained in or made available through the App or any item(s) made available on or through the App will be of merchantable quality and/or fit for a particular purpose; (ii) the App or Content will be accurate, complete, current, reliable, timely, merchantable, non-infringing, or suitable for any particular purpose; (iii) that the operation of the App will be uninterrupted or error-free; (iv) that defects or errors in the App or the Content, be it human or computer errors, will be corrected; (v) that the App will be free from viruses or harmful components; and (vi) that communications to or from the App will be secure and/or not intercepted.

Limitation of liability

In no event shall the Owner, its physicians, officers, directors, employees, agents, licensors, or other healthcare providers featured on the app and their respective successors and assigns (the “Protected Parties”) be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental, or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, lost profits, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with your use, misuse, or reliance upon the App or the Content, or your inability to use the App, regardless of the cause and whether arising in contract (including

fundamental breach), tort (including negligence), strict liability, or other legal theory. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

The Owner also expressly disclaims any and all liability for the acts, omissions, and conduct of any third-party provider of Content on the App, or any advertiser or sponsor of the App (“third-party”). Under no circumstances shall the Owner be liable for any injury, death, loss, liabilities, claim, damages of any kind (including without limitation direct, special, indirect, punitive, incidental, or consequential damages), or expense arising in any manner whatsoever from (i) the acts, omissions, or conduct of any third-party; (ii) the accuracy, sufficiency, or usability of any link, website, Content or other information provided by a third-party on the App, and (ii) any access, use, reliance upon, or inability to use any materials, Content, goods, or services located at, or made available at, any other applications or websites linked to or from the App, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), strict liability, or other legal theory. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

The Owner does not assume responsibility for third party hardware, software and systems, and services beyond its control, including, without limitation, your Device, Device carrier, Device network or other third parties responsible for the transmission or receipt of communications to and from your Device.

App Store Providers

You acknowledge that this Agreement is between you and Owner and not with Apple, Inc. (“Apple”), Google Inc. (“Google”) or any sponsor or provider of any application marketplace (each an “App Store Provider”). If you are using the App on any iOS-based device, this license is granted to you only as permitted by and subject to any applicable usage rules set forth in the Apple App Store Terms and Conditions and Apple and its subsidiaries. If you are using the App on any Android-based device, this license is granted to you only as permitted by and subject to any applicable Android market terms of service established by Google or applicable App Store Provider.

Use of the App

The Owner authorizes you to access and use the App for your personal non-commercial use in Canada in accordance with the terms and conditions of this Agreement. You acknowledge and agree that the App, and its contents, are intended only for residents of Canada and that you are at least 19 years old.

The App will enable access from your mobile or other access device (“Device”). Use and access to the App will require Internet access and access to your mobile device carrier or other service provider network. Please be advised that data, network, SMS and related

charges may apply when using or accessing the App through your Device. You are solely responsible for any costs you incur to access or use the App through your Device.

Limited licence

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable, non-sublicensable, and non-exclusive licence to access, view, and use the App and the Content for your personal, non-commercial use. You may not copy and/or repost items comprising of the Content online or otherwise.

Linking

The App may contain links to third-party Websites or third-party contact information (e.g., fax, email, phone number). These links are provided solely as a convenience to you and not as an endorsement by the Owner of any third-party Website or the content thereof. Unless expressly stated, the Owner does not operate any third-party Website linked to the App and is not responsible for the content of any third-party Website, nor does it make any representation, warranty, or covenant of any kind regarding any third-party Website including, without limitation, (i) any representation, warranty, or covenant regarding the legality, accuracy, reliability, completeness, timeliness, or suitability of any content on such third-party Websites or contact information; (ii) any representation, warranty, or covenant regarding the merchantability and/or fitness for a particular purpose of any third-party Websites or material, content, software, goods, services, or cookies located at or made available through such third-party Websites; or (iii) any representation, warranty, or covenant that the operation of such third-party Websites or contact information will be available, operational, unbroken, uninterrupted or error free, that defects or errors in such third-party Websites or contact information will be corrected, or that such third-party Websites will be free from viruses or other harmful components. While the Owner encourages links to the App, it does not wish to be linked to or from any third-party Website, fax, email, phone number, or other means of telecommunication which contains, posts, or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, provincial, territorial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility, or integrity of the Owner; or (ii) which contains, posts, or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, or other proprietary rights. The Owner reserves the right to prohibit or refuse to accept any link to the App, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the App upon the request of the Owner.

Intellectual property

All software embedded in or integrated into the App, including, without limitation, all computer code of all types, including all files and/or images contained in or generated by such software (“Software”) is protected by copyright and may be protected by other intellectual property rights.

You acknowledge and agree that you have no right, title, or interest in or to any intellectual property or other proprietary rights in or relating to the App. You further acknowledge and agree that no title to the App, or any part of the App, is granted pursuant to this Agreement. You agree not to remove any trademark, copyright, or other proprietary notices on or in any portion of the App as delivered.

Except as expressly authorized by the Owner under this Agreement, you agree not to directly or indirectly sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Content, Software, or App.

Acceptable Use

Except to the extent expressly permitted in this Agreement, you may not, in whole or in part, (i) use, reproduce, modify, adapt, translate, upload, download, copy, a create derivative of, or transmit the Software or Content; (ii) sell, rent, lease, license, transfer, or otherwise provide access to the Software or Content; (iii) alter, remove, or cover any marks or other notices included in the App or Content; (iv) copy, reproduce, reuse the Software or Content in another product or service, or modify, alter, or display in any manner any files or images, or parts thereof, included in the App; (v) gain or attempt to gain unauthorized access to the App or other accounts, computer systems or networks associated with or via the App; (vi); (vii) use the App or Software in any manner that could damage, disable, overburden, or impair the App or interfere with any other party’s use and enjoyment of it including uploading or otherwise disseminating viruses, worms, invalid data, keyloggers, spyware, Trojan horses, timebombs, or other malicious or harmful code, or imposing an unreasonable or disproportionately large load on our infrastructure; (viii) use the App, Software or Content in any way that is in breach of this Agreement or any law; (ix) use the App, Software or Content in any way that infringes, violates, or misappropriates the rights of any third-party; (x) decompile, disassemble, decrypt, extract, reverse engineer the Software, or otherwise attempt to recreate or derive the source code, underlying ideas, or algorithms of Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the App; (xi) use the App if you are under the age of nineteen (19) years old or outside of Canada; (xii) use the App or Content for commercial purposes; (xiii) impersonate any person or entity, falsely claim an affiliation with any person or entity; and/or (xi) assist or authorize any third party in doing any of the above.

User Accounts

As a user of the App, you may be asked to register with the Owner and provide private information in the form of a unique user name, password, and e-mail. The Owner may refuse to grant you, and you may not use, a user name, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that the Owner rejects for any other reason in its sole discretion. You are the sole authorized user of your account. You are responsible for ensuring the accuracy of this information.

Security and Privacy

Any information sent or received over the Internet is generally not secure. The Owner cannot guarantee the security or confidentiality of any communication to or from the App. We are not responsible for the security of any information stored or transmitted on or by your Device, your Device carrier or your Device network. It is your responsibility to secure your Device.

You are responsible for maintaining the confidentiality of your user name, password, and email, and for restricting access to any account that you may have with us. You are solely responsible for any activity related to any such account or password. If you suspect any unauthorized use of your account or password, you will notify us immediately. You acknowledge and agree that we have the right to maintain, disclose, use and otherwise provide user data to any person to the extent: (a) required to do so by law or if we reasonably determine that such maintenance, use, disclosure or distribution is reasonably necessary to enforce this Agreement, respond to claims against us; or (b) required to protect the rights, property, or personal safety of us, our users, or the public.

Any e-mail addresses sent to the Owner by you are kept strictly confidential and are used only to reply to a user who has contacted the Owner or to send information if authorized by the user or permitted under this Agreement.

Information collected through the App is not shared with any third-party except as may be legally required by the Owner, as set out in this Agreement or Privacy Policy, or for research or data analysis purposes.

Research

By using the App, you agree that your de-identified user submissions may be used for health outcomes research purposes. In performing such health outcomes research, the Owner may share aggregate, de-identified information with research partners and sponsors. By agreeing to these terms, you authorize the Owner to use and/or disclose (release) your de-identified data, in aggregate form, for this research. Those persons who receive aggregate data may further share such data, if permitted by law.

Governing law and jurisdiction

You agree that all matters relating to your access or use of the App and its Content shall be governed by the laws and in the exclusive jurisdiction of the province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles.

Waiver

Any consent by the Owner to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

Severability

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

Notice and communications

Questions or comments regarding the App should be directed by email to Springapp@unityhealth.to.

By using the App or the Services, you consent to receiving some electronic communications from us. These communications will include transactional emails about your account (e.g., confirmation of an account, password reset), responses to your emails to the Owner, information concerning or related to your use of the App and the enforcement of its terms (e.g., enforcement of indemnity provisions), or as may be legally required.

You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Termination

If you breach any term or condition of this Agreement, the Owner may immediately terminate this Agreement and terminate your access to the App, or any part of it. In addition to the foregoing, the Owner may terminate this Agreement or immediately cease to provide access to you if: (a) the Owner is prevented from providing the App or its Content to you due to any law, regulation, directive, or ruling from any governmental or regulatory authority; (b) in the Owner's sole discretion, it determines that it is in the Owner's interest to stop providing any or all of the App or its Content; or (c) you use the App in a manner inconsistent with this Agreement. The Owner may, in its sole discretion,

cancel or terminate your right to use the App, or any part of the App, at any time without notice.

Entire Agreement

This is the entire Agreement between you and the Owner relating to your access and use of the App.