

## **ONRx User Agreement:**

THE ONRx PLATFORM AND ITS SERVICES IS NOT MEANT FOR MEDICAL EMERGENCIES. IF YOU HAVE A MEDICAL EMERGENCY CALL 911 IMMEDIATELY OR VISIT THE EMERGENCY ROOM OF THE NEAREST HOSPITAL

## **TERMS AND CONDITIONS**

ONRx is a telemedicine platform developed by ONHealth Alliance Inc (hereafter also referred as OHA), an Ontario based company. To access the ONRx platform and use ONRx Services, you must abide by these Terms of Service

Service provider (Healthcare practitioner or provider) shall ensure that only properly licensed medical healthcare professionals shall be employed and utilized in conducting a diagnosis, procedure, treatment, or other healthcare services necessary in connection with the telemedicine services Agreement.

Notwithstanding any provision contained herein, this Agreement is not intended to supervise any non-licensed medical professional or individual in the practice of medicine. Constitute the use of the medical license by anyone other than the licensed physician. Perform any act that is contrary to provincial and federal laws.

## **INFORMED CONSENT**

Possible Risks of Telemedicine:

As with any medical procedure, there are potential risks associated with the use of telemedicine. OHA believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment which may include poor video and data quality. Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

You understand that telemedicine may involve electronic communication of your personal medical information to medical practitioners who may be located in other areas, including out of province/state/country.

You understand that you may expect the anticipated benefits from the use of telemedicine, but that no results can be guaranteed or assured.

You understand that your healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. If you obtain psychotherapy services, you understand that your therapist has the right to limit the information provided to you if in your therapist's professional judgment sharing the information with you would be harmful to you.

You further understand that your healthcare information may be shared in the following circumstances:

When a valid court order is issued for medical records.

Reporting suspected abuse, neglect, or domestic violence.

Preventing or reducing a serious threat to anyone's health or safety.

#### **USE OF PLATFORM**

OHA Inc grants you a personal, revocable, non-exclusive, and non-transferable license to permit you to use the Platform, including downloading and installing the App on your personal mobile phone device for the purpose of accessing the Platform Services in accordance with these Terms and Conditions.

As a condition of your use of the Platform, you warrant that: (1) you have reached the age of majority in your jurisdiction of residence (except as otherwise provided in "Availability to Minors" below); (2) you possess the legal authority to create a binding legal obligation; (3) you will use the Platform in accordance with these Terms and Conditions; (4) all information supplied by you on the Platform is true, accurate, current and complete; and (5) if you are accessing or using the Platform on behalf of another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these Terms and Conditions.

The Platform is provided solely to: (1) give you access to any services offered to you through the Platform, including access to the Health Services provided by Healthcare Practitioners; (2) if applicable, facilitate any payments from you to OHA Inc in respect of your use of the Platform or the receipt of any services through the Platform; and (3) provide feedback and otherwise communicate with OHA Inc in connection with any of the foregoing.

OHA Inc retains the right to deny access to anyone to the Platform or the Platform Services it offers, at any time and in its sole discretion, if OHA Inc deems that you have used the Platform in any manner contrary to the Permitted Use or if you have violated any of the terms of this Terms and Conditions.

I HAVE READ AND UNDERSTAND THE INFORMATION PROVIDED ABOVE, AND UNDERSTAND THE RISKS AND BENEFITS OF TELEMEDICINE, AND BY ACCEPTING THESE TERMS OF USE I HEREBY GIVE MY INFORMED CONSENT TO PARTICIPATE IN A TELEMEDICINE VISIT UNDER THE TERMS DESCRIBED HEREIN. BY CLICKING THE "AGREE" BUTTON YOU ARE CONSENTING TO RECEIVING CARE VIA THE SERVICE. THE SCOPE OF CARE WILL BE AT THE SOLE DISCRETION OF THE HEALTHCARE PHYSICIAN WHO IS TREATING YOU, WITH NO GUARANTEE OF DIAGNOSIS, TREATMENT, OR PRESCRIPTION. THE HEALTHCARE PHYSICIAN WILL DETERMINE WHETHER OR NOT THE CONDITION BEING DIAGNOSED AND/OR TREATED IS APPROPRIATE FOR A TELEHEALTH ENCOUNTER VIA THE SERVICE.

#### **MODIFICATION OF THESE TERMS AND THE SITE.**

You are responsible for regularly reviewing these Terms. OHA has the right, but not the obligation, to correct any errors or omissions in any portion of the Site, the Service and these Terms. OHA reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of the Site, the Service and these Terms, in whole or in part, at any time, without prior notice. All changes to these Terms are effective immediately upon being posted to the Site. YOUR CONTINUED USE OF THE SITE OR SERVICE FOLLOWING ANY CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THESE CHANGES.

#### **RESTRICTIONS ON SITE USE.**

You may not access or use, or attempt to access or use, the Service to take any action that could harm us or any third party, interfere with the operation of the Service, or use the Service in a manner that violates any laws. Without limiting the foregoing, you agree not to:

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity or the origin of any information you provide;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any activity conducted on the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Service. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited;
- Engage in unauthorized use of bots, spiders, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Service;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our users' computers or systems; or
- Engage in any other conduct that restricts or inhibits any person from using the Service, or that, in our sole judgement, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

#### **INFORMATION DISCLOSURE.**

Disclosure under Law. OHA always reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in OHA's sole discretion. Any disclosure of medical information, such as Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act ("HIPAA") or state medical information privacy laws, is subject to the restrictions and requirements of such laws. Providing Correct Personal Information. While using the ONRx platform, you may be required to enter certain information, including without limitation personal information (collectively, "Information"). You represent and warrant that you will provide OHA with full, true, and correct

Information, and to update such Information on the Site promptly as reasonably necessary and as required by the Site.

#### **YOUR ACCOUNT.**

Security of Account and Password. In the event you establish an account and receive or establish a password for such account, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You accept full responsibility and liability for all activities that occur under your account or password. OHA reserves the right to refuse service, terminate accounts, or remove content in its sole discretion Notification of Unauthorized Use/Ceasing Access. You shall notify OHA immediately of any unauthorized use or threat of unauthorized use of your account or the platform or of any other breach or potential breach of security known to you with respect to your account or the platform, including without limitation any loss or compromise of any password, and will cooperate with OHA in every reasonable way to help OHA prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the platform, your account and/or your password. You agree that immediately upon termination of your right to use the platform or any password-protected portion of the platform, or upon any earlier demand by OHA at any time, you will cease all access and/or use of the platform or such password protected portion of the platform and will not attempt to access and/or use same.

#### **INDEMNIFICATION.**

You will indemnify, defend (or settle) and hold harmless OHA from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, provincial or federal securities agency or commission, and including reasonable attorney's fees and all other costs, fees, and expenses (collectively, "Claims") against OHA to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of content or use of the platform, or such actions by any third party through you, (2) your violation of the rights of another person or party, (3) any Materials provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms, including without limitation any breach of your representations and warranties herein. You will not settle any indemnified claim without the prior written consent of OHA, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, OHA shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to OHA pursuant to this Section.

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