

WelTel Incorporated
USER TERMS OF SERVICE

Please read these terms and conditions carefully before accessing or using any portion of the WelTel Platform. The WelTel Platform is an SMS based communication platform used by healthcare/wellness providers to facilitate two-way communication and follow-ups with their clients and other users (the "Platform"). By clicking I Accept where provided below, "You" (the individual accepting the terms) are agreeing to enter into a binding legal agreement with WelTel Inc. ("WelTel" or "Us") comprised of these terms and conditions (the "Agreement"). You must be at least eighteen (18) years of age to enter into this Agreement, if you are younger than eighteen (18) you may only access the Platform if Your guardian enters into this Agreement on Your behalf. If You are not prepared, or able, to agree to enter into this Agreement with Us, please do not access or use any portion of the Platform as You have no right to do so. If You have any questions or concerns about the terms and conditions please contact Us at support@welstel.org to discuss prior to accessing or using any portion of the Platform.

We may change the terms and conditions of this Agreement, which includes our Privacy Policy at privacy@welstel.org from time to time prospectively by delivering You or Your company's healthcare/wellness providers or appointed system administrators of the WelTel Platform ("Your Provider") at least two (2) weeks advance written notice of the change(s) and posting the revised Agreement at welstelhealth.com. If You are not prepared to agree to the revised terms and conditions please contact Your Provider or text the word "STOP" to the phone number associated with Your WelTel registration to deactivate Your account with Us.

- 1. Nature of Platform.** We are pleased to be able to provide our technology Platform to supplement and improve Your communications and follow-ups with Your Provider that have entered into an Agreement with WelTel ("Providers") and WelTel hereby grants You the right to access the Platform solely for these purposes. THE WELTEL PLATFORM IS AN SMS TEXT BASED MESSAGING PLATFORM. SMS COMMUNICATIONS CAN BE DELAYED OR CAN FAIL AND THE **WELTEL PLATFORM IS NOT INTENDED FOR EMERGENCY COMMUNICATIONS.** IF YOU ARE DEALING WITH A MEDICAL EMERGENCY DIAL 911 OR THE EQUIVALENT IN YOUR JURISDICTION. THIS PLATFORM IS INTENDED TO SUPPLEMENT REGULAR MEDICAL CARE AND IS NOT INTENDED TO REPLACE IT. **SMS IS NOT A SECURE METHOD OF COMMUNICATION** AND IF YOU WISH TO CONVEY SENSITIVE INFORMATION TO YOUR HEALTHCARE/WELLNESS PROVIDERS, YOU SHOULD USE A SECURE METHOD TO DO SO.
- 2. Nature of WelTel's Role.** WelTel is supplying the Platform to facilitate SMS communications and follow-ups between You and Your Providers. WelTel is independent from Providers and any information or advice they may provide to You. WelTel cannot and does not take any responsibility for the content of Your communications between You and Your Providers. WelTel is not responsible for providing, maintaining and/or paying for any equipment including a mobile phone, and/or telecommunications services that are necessary to use the Platform. WelTel does not guarantee the Platform will be available at all times but will use reasonable steps to provide notice to Your Provider of any downtime of the Platform required for regular maintenance. WelTel complies with the Digital Millennium Copyright Act (DMCA) and will remove or require the removal of content that infringes third party copyrights if properly notified in accordance with the instructions on our website at WelTel.com.
- 3. Restrictions on Your Use.** You must not:

- a. use the Platform for any illegal purpose, or in a manner that might do injury to, or that abuses, harasses, or infringes the rights (including any intellectual property rights or privacy rights) of any other person or organization.
 - b. damage the Platform, or interfere with its normal use by You or any by other person, whether by use of malware or otherwise, or attempt to do so;
 - c. duplicate, modify or lend, attempt to make the Platform available or accessible by any other person or attempt to exploit the Platform for Your own commercial purposes including using the Platform to make unsolicited contact with other users of the Platform;
 - d. except to the extent this prohibition is against applicable laws, benchmark or reverse engineer the Platform or attempt to determine how it operates for any purpose whatsoever, including without limitation for the purposes of developing a competing product or platform or assist any other person in doing so; or
 - e. remove or modify any copyright, trade mark or other intellectual property or proprietary notice on the Platform or any associated documentation.
4. **Your Responsibilities.** Any information You provide to Your Provider through the WelTel Platform must be accurate and You must update the information to the extent necessary to maintain its accuracy. Please see our Privacy Policy in relation to our treatment of any of Your information that is subject to privacy laws both during and following termination of this Agreement. By registering an account, You are agreeing that Your Provider may contact You using Your mobile number using the Platform and that WelTel may anonymize and aggregate information input to the WelTel Platform to facilitate and improve the WelTel Platform and Your use thereof. None of Your personally identifiable information shall be provided to third parties by WelTel and shall be treated by WelTel in accordance with WelTel's privacy policy at weltelhealth.com. You must carefully consider the nature of the information You disclose using the Platform. Any content You input into the Platform must be legal and must not be harmful to You or to any other person or organization or to any software or other technology.
5. **Indemnity.** You hereby agree to indemnify WelTel and its affiliates for any costs, loss or damage incurred by WelTel or its affiliates as a result of someone bringing a legal or regulatory action against WelTel or its affiliates to the extent that the action arises from Your breach of this Agreement.
6. **Ownership.** Nothing in this Agreement transfers to WelTel any ownership right, title or interest in or to the content or other data that You transmit using the Platform, including without limitation any such information subject to privacy laws. Nothing in this Agreement transfers to You any ownership right, title or interest in or to the Platform, including without limitation to any software or content provided by WelTel therein or to the look and feel or branding of the Platform or to WelTel's trademarks or urls.
7. **Termination.** You may terminate this Agreement and deactivate Your account at any time for any reason. If WelTel's agreement with Your Provider terminates or expires, then this Agreement shall also terminate or expire as the case may be. WelTel may immediately terminate this Agreement for breach of any of the terms and conditions set out herein, or at any time upon delivering to Your Provider 90 days prior written notice of its decision to do so.
8. **Limitations and Exclusion:**
 - a. EXCEPT AS EXPRESSLY SET OUT HEREIN, NEITHER WELTEL OR ITS AFFILIATES MAKE ANY WARRANTIES, CONDITIONS, ENDORSEMENTS, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, AVAILABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE.

- b. **Third Party Cloud Services.** YOU ACKNOWLEDGE AND AGREE THAT WELTEL USES THIRD-PARTY CLOUD SERVICES SUCH AS THOSE OF AMAZON WEB SERVICES, AZURE THE UNIVERSITY OF BRITISH COLUMBIA AND NATIONAL DATA CENTRES FOR PARTICULAR COUNTRIES, AND FURTHER ACKNOWLEDGE THAT WELTEL HAS LIMITED ABILITY TO CONTROL THE PERFORMANCE OF THESE CLOUD SERVICE PROVIDERS OR THE TERMS AND CONDITIONS ON WHICH THE CLOUD SERVICES ARE PROVIDED. EXCEPT TO THE EXTENT CAUSED BY WELTEL, WELTEL IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CLOUD SERVICE PROVIDER; PROVIDED, HOWEVER, IF ANY ACT OR OMISSION OF THE CLOUD SERVICE PROVIDER RESULTS IN MATERIAL HARM TO YOU, WELTEL AGREES TO EXERCISE ANY RIGHTS AVAILABLE TO WELTEL UNDER ITS AGREEMENT WITH THE CLOUD SERVICES PROVIDER TO REMEDY SUCH HARM FOR THE BENEFIT OF YOU AND WELTEL.
- c. **Exclusion of Types of Damages.** IN NO EVENT SHALL WELTEL BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT YOU HAVE BEEN ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- d. **Limitation of Liability.** IN NO EVENT SHALL WELTEL BE LIABLE DIRECTLY TO YOU OR OTHER INDIVIDUAL USERS FOR ANY DAMAGES WHATSOEVER REGARDLESS OF THE MANNER IN WHICH SUCH DAMAGES MIGHT ARISE, FROM OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF, OR ACCESS TO, THE WELTEL PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT WELTEL WOULD NOT BE ABLE TO MAKE THE WELTEL PLATFORM AVAILABLE AT ALL OR AT THE CURRENT FEES IN THE ABSENCE OF THIS LIMITATION AND THAT WELTEL HAS NO CONTROL OVER THE INFORMATION INPUT INTO THE WELTEL PLATFORM AND NO ABILITY TO PREVENT ANY PERSON FROM RELYING ON THE WELTEL PLATFORM IN AN EMERGENCY SITUATION.
- e. **Third Party Products.** WELTEL HAS NO RESPONSIBILITY WHATSOEVER IN RELATION TO THE PROVISION, PERFORMANCE OR NON-PERFORMANCE OR PAYMENT FOR TELECOMMUNICATIONS OR OTHER PRODUCTS OR SERVICES USED IN CONJUNCTION WITH THE PLATFORM.
- f. **Exclusion of Liability for Specified Persons.** EXCEPT WHERE AN INDIVIDUAL HAS ACTED OUTSIDE THE SCOPE OF HIS OR HER AUTHORITY AND IN A WILFUL MANNER, IN NO EVENT WILL WELTEL'S OFFICERS, DIRECTORS OR EMPLOYEES HAVE ANY PERSONAL LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT. THE PERSONS MENTIONED IN THIS PROVISION SHALL BE DEEMED TO BE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT SOLELY FOR THE PURPOSES OF OBTAINING THE BENEFIT OF THIS PROVISION.
- g. **Application of Limitations, Exclusions and Disclaimers.** YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATION SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS, WELTEL'S ABILITY TO OFFER AND YOUR ABILITY TO ACQUIRE ACCESS TO THE PLATFORM AND DOCUMENTATION UNDER THIS AGREEMENT WOULD BE SEVERELY IMPACTED. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), REGULATORY LAWS,

