

This agreement ("**Agreement**") is made between SPAI AI INC. (the "**Corporation**", "**us**" or "**SPAI AI INC**") and you ("**You**", "**Your**" and other similar words). Your access to and use of the Service and Site is governed solely by the terms of this Agreement which supersedes and replaces the terms of any other prior agreement, writing or understanding between You and the Corporation.

Under this Agreement, the Corporation provides a web-based service for applications, video conference and scheduling to connect patients and physicians for non-emergency medical related issues.

The Corporation reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Site at any time, effective upon posting of an updated version of this Agreement at Edocreferral.com. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Site after any such changes shall constitute Your agreement to such changes.

BY SUBSCRIBING FOR THE SERVICE OR USING THE SERVICE OR THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1) **Definitions.** The following defined terms have the meanings as follows:

- a) "**Agreement**" means these Terms of Service, the Privacy Policy incorporated by reference into this Agreement and any associated Fee Schedule appended hereto. If applicable, this Agreement may be subsumed into a SAAS upon written agreement between the parties hereto.
- b) "**Confidential Information**" means all information regarding the Corporation's business, the Site, and the Service, including without limitation, the System, any software and other confidential or proprietary information, disclosed under this Agreement or through use of the Service or Site.
- c) "**Effective Date**" means the first date You first use the Site whether or not You use the Service or not.
- d) "**Email Address**" means a single valid email address provided by You or a User.
- e) "**Personal Information**" has the meaning given to it in the Privacy Policy.
- f) "**Privacy Policy**" means the Corporation's policy governing the collection, use, disclosure and retention of information of an identifiable individual found at Refer-doc.com.
- g) "**Service**" means the on-line service delivered by the Corporation to You and the Users using the System, as made available by the Corporation from time-to-time.
- h) "**Site**" means the SPAI AI INC website, including but not limited to SPAI AI INC.ca and its associated webpages, and a SPAI AI INC webpage using any other Top Level Domain.
- i) "**System**" means the technology, including hardware and software, used by the Corporation to deliver the Service to You in accordance with this Agreement.
- j) "**User**" means You and any individual authorized by You or on Your behalf to use the Site and the Service.
- k) "**User System**" means the technology, including hardware and software used by You to receive or access the Service.
- l) "**Your Data**" means any data, information or information relating to (i) You or Your medical health submitted by You or

by a doctor with whom You connect through the Service; or (ii) Your patient(s) medical health submitted by You or by a patient or a doctor with whom You connect through the Service; and includes without limitation, Personal Information.

2) **Service.**

- a) Subscription to the Service. Subject to You complying with each term of this Agreement, the Corporation hereby grants to You a revocable, personal, non-sublicensable, non-transferable, non-exclusive right to access and use the Service and Site in accordance with this Agreement solely for personal reasons if you are a patient and for the purpose of Your medical practice operations if you are a practitioner or health care organization, and in any event, not for resale to third parties.
- b) No Sharing. Your access to the Services cannot be shared with anyone. Each User shall maintain a single user account represented by an Email Address on the System. You shall only use the Service under Your single identity and shall not share Your login password with any other person or permit another person to interact with the Service while You are using the Service.
- c) Service. The Corporation shall use commercially reasonable efforts to (a) maintain the security of the Service; and (b) make the Service available in accordance with this Agreement. The Corporation reserves the right at any time and from time to time to modify, update, add to or discontinue, temporarily or permanently, features of the Service or Site, upon providing You with written notice of same. This right includes but is not limited to our ability to implement regularly scheduled maintenance updates, fixes and new releases. The Service and Site will be unavailable from time to time for such regularly scheduled and other maintenance and updates.
- d) DICOM images will be archived for three (3) months following submission of the applicable final consultation report, and in any event no longer than one (1) year from uploading the DICOM file.

3) **Fees.**

- a) Your use of the Site and Service is provided in exchange for the fees (the "**Fees**") as specified in the Fee Schedule (either attached hereto or emailed to you subsequent to Your registration for use thereof) or other Services sections herein.
- b) All Fees stated herein or in any other document provided to You by SPAI AI INC in any form exclude all applicable state, provincial, federal, VAT or any similar sales taxes, duties or government fees, which You are solely responsible and liable for.
- c) All Fees due under the Agreement are non-cancelable and the sums paid non-refundable, except as expressly provided for in the Agreement.
- d) If Your use of the Site and Service is subject to Fees, You hereby authorize SPAI AI INC to withdraw said Fees at the end of each whole or partial calendar month You use the Site and

Service during the Term from either the credit card You provide to SPAI AI INC during the registration process or by any other mutually agreed to method of payment.

- e) Should Your and, if applicable, Your Users' use exceed the volume in the On-Line Scheduling and Video Conferencing package for which You subscribed, You shall be invoiced and be liable to pay to SPAI AI INC the Fees associated with the package with the appropriate volume of use for the month(s) in which You have excess use.
- f) Without limiting SPAI AI INC's other rights or remedies, any late payment shall be subject to interest at one decimal two percent (1.2%) per month or the maximum amount permitted by law.

#### 4) Your Use of the Service.

- a) Access and Security Guidelines. You will be assigned a password to use in association with Your Email Address for access to and use of the Service. You are solely responsible for ensuring the security and confidentiality of Your password. You shall not share Your password with anyone at any time. You shall prevent unauthorized access to, or use of, the Service, and notify the Corporation promptly of any such unauthorized use. You shall ensure that the User System is secure and uses an up-to-date commercially available anti-virus and security software. The Corporation has no responsibility whatsoever for any User System. You shall not use Your access to the Service or Site to: (a) harvest, collect, gather or assemble information or data regarding the Service or Site or information or data of other of the Corporation users without their consent; (b) access, modify or copy any data or information of the Service or Site or other of the Corporation users without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Service or Site or the data contained therein; or (d) harass or interfere with another of the Corporation's user's use and enjoyment of the Service or Site. You shall, at all times, comply with all local, regional, federal laws of Canada, and applicable foreign laws in using the Service and Site.
- b) Your Data. You are solely responsible for Your Data You provide and You shall not provide, post or transmit any data, information, content or material that: (a) infringes, misappropriates or violates any intellectual property rights, publicity/privacy rights or other rights of any third party, or any law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. The Corporation may take any remedial action if Your Data violates this Section 3.b), however, the Corporation is under no obligation to review any data, information, content or material on the Service or Site for accuracy or potential liability.
- c) Use Restrictions. You are solely responsible for all activities that occur under Your account. You shall not, and shall not attempt to, do any of the following: (a) reverse engineer, disassemble or decompile any component of the System or Site; (b) interfere in any manner with the operation of the Service or Site, or the System or the hardware and network used to operate the Service and Site; (c) transfer any of Your

rights under this Agreement, use the Service or Site for the benefit of a third party or operate a service bureau; (d) modify, copy or make derivative works based on any part of the Corporation System; (e) otherwise use the Service or Site in any manner that exceeds the scope of use permitted under Section 2; (f) use the Service or Site in any way that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (g) use the Service or Site in any way that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, national or international law; (h) use the Service or Site in any way that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party anywhere in the world; (i) use the Service or Site in any way that impersonates any person or entity or otherwise misrepresents Your affiliation with a person or entity; (j) use the Service or Site in any way for unsolicited promotions, political campaigning, advertising or solicitations; (k) use the Service or Site in any way that introduces or spreads viruses, corrupted data or other harmful, disruptive or destructive files in to the Service or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (l) use the Service or Site in any way that, in the sole judgment of the Corporation, is objectionable or which restricts or inhibits any other person from using or enjoying the Service or Site, or which may expose the Corporation or its users to any harm or liability of any type. In addition, if You use the Service or Site in a manner that creates or imposes an inappropriate load or creates large bandwidth-consuming transactions on the systems of the Service or the Corporation (as determined solely by the Corporation), the Corporation shall first attempt to resolve with You in good faith the issue and reach a mutually agreeable solution. However, if this attempt fails, the Corporation reserves the right to: (i) immediately disable Your access to the System and Service; or (ii) immediately throttle Your access until You can reduce Your bandwidth consumption.

- d) No Competitive Use. You may not subscribe for, use or access the Service if You (or You are engaged by) a competitor of the Corporation, except with the Corporation's prior written consent. In addition, You may not subscribe for, use or access the Service or Site for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- e) Suspension or Cancellation of Your Use. In addition to any other right or remedy that the Corporation may have under this Agreement or at law, the Corporation may terminate or suspend (partially or completely) Your access and use of the Service and/or Site without prior notice for any reason, but the Corporation shall confirm such termination or suspension by subsequent notice to You.
- f) License You Give Us. The Corporation shall comply with the laws applicable to it, including, but not limited to the laws

regarding personal information of identifiable individuals. You hereby grant to the Corporation the following license in respect of Your Data: a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Data works better with our Services), communicate, publish, perform, display and distribute such content within the confines of the Purpose. The rights You grant in this license are for the limited purpose (the “Purpose”) of operating, promoting, and improving our Services, and subject always to the Corporation’s Privacy Policy and applicable privacy laws. This license grant survives You ceasing to use our Service or Site for so long as the Corporation is legally required to have and maintain Your Data.

- g) Content. The Corporation takes no responsibility and assumes no liability for any content posted, stored or uploaded by You, any user of the Service or any third party on, in or to the Service or Site, or for any loss or damage arising therefrom, nor is the Corporation liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity You may encounter. YOUR USE OF THE SERVICE AND SITE IS SOLELY AT YOUR OWN RISK OF BEING EXPOSED TO SUCH MATERIAL.

#### 5) Ownership.

- a) The Corporation’s System and Technology. The Corporation exclusively owns and retains all right, title and interest in and to the Service, Site, System and all software, materials, formats, interfaces, information, data, content, the Corporation’s Confidential Information, and the Corporation’s proprietary information and technology used by the Corporation or provided to You in connection with the Service (the “Corporation’s Technology”). The Corporation’s Technology is protected by intellectual property rights owned by or licensed to the Corporation. Other than as expressly licensed to You in this Agreement, no license or other rights in the Corporation’s Technology are granted to the You, and all such rights are hereby expressly reserved by the Corporation. The Corporation shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service and Site any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the Service and Site.
- b) Your Data. You retain all right, title and interest in and to Your Data that is Personal Information. The Corporation shall use Your Data to provide the Service under this Agreement. You shall be solely responsible for providing all Your Data required for the proper operation of the Service. You grant to the Corporation all necessary licenses in and to Your Data solely as necessary for the Corporation to provide the Service to You.
- c) Use of Personal Information in the Services. The Corporation shall not use, disclose or access any Personal Information unless authorized to do so by You by this Agreement (including, but not limited to, the Privacy Policy) and, in such circumstances, the Corporation shall access and use such

Your Data only as expressly permitted by this Agreement or required to perform the requested Services on Your behalf.

- d) Anonymous/Aggregated Data. During the term of this Agreement and thereafter, the Corporation may use Personal Information that has been anonymized or aggregated so that it is no longer personally identifiable for any purpose and may transfer, convey, sell, manipulate and otherwise exploit such anonymized or aggregated Personal Information.

#### 6) Term and Termination.

- a) Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement. At the end of the term, all rights to access or use the Site and/or the Service shall end.
- b) Termination by or of a Patient. If You are a patient User, You may cease using the Service at any time. The Corporation may cease providing You the Service (or any portion of it) at any time without notice. Upon the termination of this Agreement for any reason, (a) the license granted to us in respect of Your Data survives for so long as the Corporation is required by law to retain such information; and (b) the Corporation shall cease providing and You shall cease using the Service; and (c) the Corporation shall be entitled to retain and use Your Data in accordance with the terms of this Agreement, subject always to the laws of the jurisdiction of Your residence, and, to the extent applicable, the College of Physicians in Canada. The Corporation agrees that upon any early termination of this Agreement, the Corporation will allow You to access free of charge, without the right to modify, enhance or add to, Your Data (either through on-line access or an off-line mechanism provided by the Corporation for a reasonable period of time after termination not to exceed thirty (30) days. Thereafter, the Corporation will remove all Your Data from the System and store it offline. The Corporation will provide Your Data that is offline at a reasonable fee to cover its costs of providing such information.
- c) Termination by or of Physician(s) or Health Organization. Subject to an amendment to this Agreement signed by both parties hereto, the Term of the Agreement shall begin as of the Effective Date and shall endure for a period of five (5) years. The Term shall thereafter renew automatically for additional three (3) year periods, unless one of the parties hereto provides the other party notice of its intention not to renew at least sixty (60) days prior to the then current end of the Term. If the parties hereto renew for one or more additional periods, all the terms and conditions of the Agreement shall continue in effect, subject to any permitted amendments incorporated therein. Either party hereto may terminate the Agreement at will upon ninety (90) days notice. In the event of such termination at will, You must pay within thirty (30) days from the date of termination all Fees remaining unpaid plus related taxes and expenses. At your request, and for a period of up to sixty (60) days after the termination of the Agreement, SPAI AI INC may permit You to access the Services solely to the extent necessary for You to retrieve a file of Your Data then in the Services environment.

- d) If either party hereto breaches a material term of the Agreement and fails to correct the breach within ten (10) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement at the end of the ten (10) days notice. If SPAI AI INC terminates the Agreement as specified in the preceding sentence, you must pay within thirty (30) days from the date of termination all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the Services ordered under the Agreement plus related taxes and expenses.
- e) In addition, SPAI AI INC may immediately suspend your password, account, and access to or use of the Services (i) if you fail to pay SPAI AI INC as required under the Agreement and do not cure non-payment within ten (10) days of receipt of notice thereof, or (ii) if you violate any provision within sections 2, 4, 5, 7 or 8 of this Agreement. SPAI AI INC may terminate the Services hereunder if any of the foregoing is not cured within ten (10) days after SPAI AI INC's initial notice thereof. Any suspension by SPAI AI INC of the Services under this paragraph shall not excuse you from your obligation to make payment(s) under the Agreement.
- f) You agree and acknowledge that SPAI AI INC has no obligation to retain Your Data and that Your Data may be irretrievably deleted after sixty (60) days following the termination of the Agreement. However, if you so request prior to such deadline, SPAI AI INC shall provide you a copy of Your Data for an additional fee.
- g) The rights and duties of the parties hereto under Sections 5, 6, 7, 8, 9, 10, and 12 shall survive the termination or expiration of this Agreement.

**7) Your Representations and Warranties.**

- a) Your Warranties. You hereby represent and warrant to the Corporation now and at all times during Your access and use of the Service, and the Corporation is relying on Your representations and warranties in allowing You to use and access the Service, that: (i) You are a resident of Canada covered by a provincial or territorial medical services plan; (ii) You are physically located in the Canada during the period of any use of any portion of the Service, including but not limited to any conference, interaction or communication (electronically or otherwise) with any doctor; (iii) any information that You provide at any time to the Corporation is true, accurate, and complete; and (iv) You have all necessary rights to provide any of Your Data, or any other information, data, materials or content to the Corporation for the purposes described in this Agreement.
- b) Security Vulnerability. In order to maintain the Service as secure as possible, You must not disclose any security vulnerability to any person except the Corporation. As soon as possible upon discovering any issue or problem that may be pose a risk to the security or use of the system or to Your Data (or any data of any other user of the Service), You must notify us by contacting us at Ttydoc.com.

**8) Confidential Information.**

- a) Obligation. You agree to hold the Corporation's Confidential Information in strict confidence and not to use such Confidential Information for any purpose except as expressly permitted hereunder.

**9) Warranty Disclaimer.**

- a) SERVICE WARRANTY DISCLAIMED. THE CORPORATION MAKES NO WARRANTY CONCERNING THE SYSTEM OR SERVICE. ACCORDINGLY, THE SERVICE, THE SYSTEM AND ALL OTHER DATA OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THE CORPORATION AND ITS SUPPLIERS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE CORPORATION AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE CORPORATION DOES NOT WARRANT THAT THE SERVICE SHALL BE PROVIDED ERROR-FREE, ACCURATE, TIMELY, UNINTERRUPTED, COMPLETELY SECURE, OR VIRUS-FREE. IN ADDITION, THE CORPORATION DOES NOT GUARANTEE ANY UPTIME, SPEED OR AVAILABILITY OF THE SERVICE TO YOU AND SPECIFICALLY DENIES ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS, DAMAGES OR CLAIM ARISING OUT OF, OR RELATED TO, ANY UNAVAILABILITY OR SPEED OF THE SERVICE (OR PART THEREOF) AT ANY TIME.
- b) MEDICAL ADVICE. THE CORPORATION DOES NOT PROVIDE MEDICAL ADVICE OF ANY KIND. THE CORPORATION DOES NOT ENDORSE OR RECOMMEND ANY PHYSICIAN OR OTHER MEDICAL ADVISOR AVAILABLE THROUGH THE SERVICE, OR ANY ADVICE OR PRODUCT RECOMMENDED BY ANY PHYSICIAN OR ADVISOR. ANY AND ALL ADVICE YOU OBTAIN (AND ANY RESULTS OR LACK OF RESULTS) THROUGH THE SERVICE IS THE RESPONSIBILITY OF THE RESPONSIBLE PHYSICIAN PROVIDING ADVICE OR CARE. WITHOUT LIMITING THE APPLICATION OF ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY UNDER THIS AGREEMENT OR AT LAW, YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE CORPORATION HAS NO LIABILITY WHATSOEVER HOWEVER ARISING FOR ANY ADVICE, RESULT OR LACK OF RESULT FROM SUCH ADVICE OBTAINED FROM ANY PHYSICIAN THROUGH USE OF THE SERVICE.
- c) THE SERVICE PERMITS YOU TO LINK TO OTHER WEBSITES OR RESOURCES ON THE INTERNET, AND OTHER WEBSITES OR RESOURCES MAY CONTAIN LINKS TO THE CORPORATION'S WEBSITES. THESE OTHER WEBSITES ARE NOT UNDER THE CORPORATION'S CONTROL. YOU ACKNOWLEDGE THAT THE CORPORATION IS NOT RESPONSIBLE OR LIABLE FOR THE CONTENT, FUNCTIONS, ACCURACY, LEGALITY, APPROPRIATENESS OR ANY OTHER ASPECT OF SUCH WEBSITES OR RESOURCES. THE INCLUSION OF ANY SUCH LINK DOES NOT IMPLY ENDORSEMENT BY THE CORPORATION OR ANY ASSOCIATION WITH ITS OPERATORS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY,



FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH WEBSITE OR RESOURCE.

- d) The Corporation does not pre-screen any of the content submitted, uploaded or contributed by users of the Service. You acknowledge and agree that neither the Corporation, nor any of its employees, officers, directors, shareholders, consultants or advisors bear any liability whatsoever for what You or a third party submits, uploads or contributes to the Service. You agree that the Corporation has the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.

#### 10) Indemnity.

- a) You shall defend the Corporation against any claim, demand, suit or proceeding made or brought against the Corporation by a third party alleging that Your Data or the use of Your Data, or Your use of the Service or System infringes or misappropriates the rights of a third party or violates any applicable law, and You shall indemnify the Corporation for any damages finally awarded against, and for reasonable expenses, including but not limited to legal fees, incurred by the Corporation in connection with any such claim, demand, suit or proceeding; provided, that the Corporation (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases the Corporation of all liability); and (c) provides to You all reasonable assistance, at Your sole expense. If for whatever reason You do not defend such claim, demand, suit or proceeding, the Corporation may elect to defend itself, and You shall then indemnify the Corporation for any damages finally awarded against, and for reasonable expenses, including but not limited to legal fees, incurred by the Corporation in connection with any such claim, demand, suit or proceeding.

#### 11) Limitation of Liability.

- a) The Corporation's total cumulative liability to You for any and all claims arising from or in connection with this Agreement, the Service and the System, shall not exceed the amounts actually paid by You to the Corporation, if any, in the 12 month period immediately preceding Your formal written notice of the claim for liability hereunder. All claims that You may have against the Corporation shall be aggregated to satisfy this limit and multiple claims shall not enlarge this limit. In no event shall the Corporation be liable for special, incidental, indirect or consequential damages arising out of or in connection with this Agreement, including but not limited to, interrupted communications, lost data or lost profits, and damages that result from inconvenience, delay or loss of use of any information or data or of the System or Service, even if the Corporation has been advised of the

possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy provided herein. The Corporation does not provide medical advice or recommendations and does not recommend, endorse or warrant any physician, or any advice received or not received through use of the Service.

#### 12) General Provisions.

- a) Technical support is available via chat on the Site at the following: SPAI AI INC and R. Such support is only available in English and is only guaranteed to registered account holders.
- b) Publicity. The Corporation may make public announcements, including but not limited to, press releases and media announcements, of the existence of this Agreement and the Service, its partnerships and user-based ratings.
- c) Assignment. You may not assign any rights or obligations arising under this Agreement, whether by operation or law or otherwise, without the prior written consent of the Corporation. You agree that the Corporation may subcontract certain aspects of the Service to qualified third parties, provided that any such subcontracting arrangement shall not relieve the Corporation of any of its obligations hereunder. Subject to the foregoing limitation, all terms, conditions, covenants, representatives and warranties under this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors, permitted assigns, legal representatives, heirs and trustees.
- d) Disputes. Except for any issue related to the Corporation's intellectual property rights, all disputes arising out of or in connection with this Agreement shall be dealt with as follows: a) Firstly, the parties agree to seek to resolve the dispute or controversy through mediation with ADR Chambers before pursuing any other proceedings. Nothing herein shall preclude either party hereto from seeking injunctive relief in the event that said party perceives that without such injunctive relief, serious harm may be done to the party. Either party to the dispute may serve notice on the other of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the parties or, if the parties cannot agree within five (5) days after receipt of the notice of intention to mediate, the mediator shall be appointed by ADR Chambers. The mediation shall be held at Toronto, Ontario and conducted in English. The parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the parties. If the dispute has not been resolved within thirty (30) days of the notice of desire to mediate, either party may terminate the mediation and proceed to arbitration as set out below; b) Secondly and subject to the mediation provisions set out above, the parties agree that the dispute shall be resolved by arbitration at ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration. Either party may serve notice of its desire to refer a dispute to arbitration. There shall be three (3) arbitrators selected for such arbitration. Each party hereto shall select one arbitrator within five (5) days of receipt of notice of a request for arbitration. The third arbitrator shall be selected by the first two arbitrators. The arbitration shall be held in Toronto,

Ontario and conducted in English. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitration shall be divided equally between the parties; and c) Finally, the dispute, if filed, shall be filed only in the provincial and federal courts located in Toronto, Ontario and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement or Your use of the Service. To the extent permitted by law, You agree that You shall not bring a claim under this Agreement more than 12 months from when Your claim arises.

- e) Waiver of Jury Trial and Class Action Rights. TO THE EXTENT PERMITTED BY LAW, AND SUBJECT TO THE MANDATORY ARBITRATION PROVISION, YOU ACKNOWLEDGE, AGREE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH THE CORPORATION, OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, ARISING OUT OF OR RELATING TO THIS AGREEMENT: (I) YOU HEREBY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (II) YOU HEREBY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.
- f) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to principles of conflict of laws. Subject to the mandatory arbitration provisions, any action or proceeding arising from or relating to this Agreement must be brought in a court sitting in Toronto, Ontario, except for applications for injunctive relief by the Corporation which the Corporation may bring in any jurisdiction. You irrevocably submit to the jurisdiction and venue of such court in any such action or proceeding.
- g) Notices. Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing to the other party. You may send notices to SPAI AI INC.ca and the Corporation may send any notice to You at the email address provided by You upon subscribing for the Service. Notices shall be deemed to have been given upon the next full business day in the Province of Ontario after being sent. Confirmation of receipt by email by a receiving party shall not be required to confirm receipt.
- h) Severability and Waiver. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement shall remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing.
- i) Remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- j) Injunctions. You acknowledge that irreparable harm shall result to the Corporation if You breach any obligation under this Agreement and You acknowledge and agree that such a breach would not be properly compensable by an award of damages. Accordingly, You agree that the Corporation shall be entitled to, in addition to other available remedies and damages, injunctive relief or other equitable relief enjoining such breach at the earliest possible date.
- k) No Joint Venture. Nothing in this Agreement shall be construed or interpreted to make You and the Corporation partners or joint venturers or affiliates of any kind, or to make either one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein. You are not authorized to bind the Corporation to any contract, agreement or understanding.
- l) Questions or Additional Comments. If You have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [Vdoctorconsult.com](mailto:Vdoctorconsult.com).

