

Terms and Conditions of Use

Last Revised: July 7th,2023

****Please read the following terms attentively. The present terms and conditions of use are an integral part of the website's Privacy Policy***

IF THIS IS AN EMERGENCY, DO NOT USE THIS SERVICE – SEEK IMMEDIATE MEDICAL ASSISTANCE BY DIALING 9-1-1

1. GENERAL

- 1.1. These terms and conditions of use (the "**Terms**") constitute an agreement between You (the individual who created an account at ORO Health's DermSmart website OR uses the ORO Health DermSmart website account on behalf of another individual and who will be described in these Terms as either a User OR a client, OR You OR Your; and ORO HEALTH INC. ("**ORO Health**") regarding ORO Health's DermSmart website (the "**Site**") and Service (as defined hereunder). By using the Site or subscribing to the Service, You acknowledge You read and understand the provisions and You fully agree to be bound by the Terms. If You do not have the authority required or disagree with any of the Terms, do not use the Site or the Service.
- 1.2. These Terms may be changed at the discretion of ORO Health. All changes to the Terms will become effective within thirty (30) days of the same being posted online. Reasonable notice will be made to You to advise of any changes; however, it is Your responsibility to review the Terms from time to time in the event You no longer agree with subsequent versions and wish to cease Your use of the Services.
- 1.3. **You must consent to these Terms prior to using the Services, by reading these Terms and checking the box to indicate Your acknowledgment and agreement, then click on "Login" or "Sign Up". If You have any questions about the Terms please contact us by email: info@orohealth.me**

2. Description of the service

- 2.1. The service is a dermatology focused chatbot trained by licensed dermatologist, altogether provided through electronic communication (the "Service") to You.
- 2.2. The Service, the Site and its content are intended for residents of Canada only.
- 2.3. Subject to the dermatology evaluation done through the Service, general information provided on the Site is not intended to constitute or replace advice, diagnosis, treatment or professional medical care. You may at any time obtain the opinion of Your doctor or of any other qualified health care practitioner, duly licensed and authorized to practice medicine or general health care under the applicable laws of Canada or under the applicable laws of Your province or territory regarding the information available on the Site and on any medical problem which from Your perspective, could affect You or a third-party. You must never

disregard professional medical advice or delay in seeking it because of something on the Site. You must see Your doctor or any other qualified health care practitioner before undertaking any new treatment, diet or physical exercise. The information available on the Site is not exhaustive and does not cover all diseases, pain, physical disorders and treatment.

24. The laws applicable to the privacy and security of Your health information and personal information apply to ORO Health. Please consult Our Privacy Policy to learn how We comply.

3. Use of the Site

- 3.1. In order to use and access the Service, You must be at least fourteen (14) years old in the province of Quebec or if under 18 years old, You must demonstrate sufficient physical, mental and emotional development to appreciate the nature and consequences of proposed treatments or lack of treatment – such demonstration shall be established during communication with the chatbot.
- 3.2. If You are under the age of fourteen (14) or have not been able to demonstrate sufficient physical, mental and emotional development a parent or someone with parental authority over You must access and use the Service on Your behalf.
- 3.3. As part of the use of the Service, You are responsible for providing clear photographs and information with sufficiently high resolution to enable the chatbot to analyze the information You provide. Whilst photographs of genitalia are permitted in line with the request for dermatology based chatbot service, any photograph of genitalia being submitted which violates the Criminal Code due to their obscene nature or where it is determined the same is online child sexual exploitation, they will be immediately reported to the Royal Canadian Mounted Police's www.cybertip.ca program in line with federal law.
- 3.4. ORO Health will provide You full access and use of the Site for personal purposes only, in accordance with these Terms; You may not use the Site for illegal purposes. It is strictly prohibited to use the Site or Service for medical emergencies. In case of an emergency, You must contact a doctor, a qualified health care practitioner or **immediately dial 9-1-1**. You should never attempt to do self-care on the basis of the information available on the Site.
- 3.5. The general information available on the Site does not create a doctor-patient relationship between You and ORO Health, and is not intended to encourage anyone to become the patient of ORO Health's. This provision does not apply when You use the Service to contact a doctor with whom You already have a doctor-patient relationship.
- 3.6. Any electronic communications other than those made via the chatbot may not be protected and a third-party could have access to these communications. All collection, use or disclosure of personal information provided by You will comply with the Privacy Policy which can be consulted by clicking the following hyperlink: [Privacy Policy](#)
- 3.7. Where photographs are submitted for the provision of Services Your Photographs will be used to evaluate Your own dermatological condition and may also be used for machine learning or artificial intelligence use in diagnosing dermatological conditions. All photographs used for

machine learning or artificial intelligence use are anonymized which means Your personal identity is removed from being associated with the photographs. Additional security protocols are also in place to ensure internal, non-medical staff do not have access to Your photographs prior to anonymization. You may withdraw Your consent for Your photographs to be used for ongoing machine learning or artificial purposes at any time either by emailing info@orohealth.me or by checking this box after You have created an account.

- 3.8. You are entirely responsible for maintaining the confidentiality of Your username and password – You should not share this with anyone. You are also entirely responsible for the type and content of all the information, texts, messages and other content You share through the Service.
- 3.9. You agree to immediately inform ORO Health Inc after becoming aware of unauthorized use of the Site or the Service or of any breach of security You experience. At the request of ORO Health, as the case may be, You agree to collaborate in order to stop, prevent and resolve security problems or unauthorized use of the Site, including the Service.
- 3.10. ORO Health reserves the right to access Your account to respond to requests of technical assistance. ORO Health is committed to maintaining appropriate administrative, material and technical protection measures to protect the security, privacy, accessibility and integrity of its databases and communications with third parties. ORO Health will not disclose Your data unless required by law or if You expressly consent to such disclosure in writing.

- 3.11. You agree it is strictly prohibited: (i) to grant licenses or sub-licenses, to sell, resell, rent, lend, transfer, assign or operate the Site or to commercially exploit it by any means or to make it available to a third-party in any way other than those expressly authorized by these Terms; (ii) to use the Site for the purpose of data processing on behalf of a third-party (except where You are acting as the parent or person with parental authority over someone else); (iii) to use the Site illegally or in any other way which may disrupt or alter the integrity or efficiency of the Site.
- 3.12. You acknowledge it is strictly prohibited to change, alter, adapt, hack or obtain an unauthorized access to private sections and tabs of the Site and to systems or networks used by ORO Health. Moreover, You will not act in a way which would be likely to disrupt or alter the operation of the Site, including the Service, or any networks and servers relating to the Site.
- 3.13. You may not post, publish, reproduce transmit or distribute information or material on the Site which (i) constitutes or encourages conduct which would be a criminal offence or give rise to civil liability; (ii) is protected by copyright, trademark or other intellectual property right of any third party without obtaining their express permission; (iii) is contrary to law or would adversely impact the use of the Site by other clients including posting or transmitting viruses or other disruptive components.
- 3.14. Should ORO Health fail to enforce or to insist on the enforcement of any of the Terms, it shall in no event be construed as a waiver by ORO Health of any of its rights hereof. ORO Health reserves the right to suspend or terminate Your access to the Site or parts of the Site if ORO Health has reasonable grounds to believe Your information is false, incorrect, outdated or incomplete. ORO Health's use of personal information provided by You when subscribing is governed by ORO Health's Privacy Policy which can be consulted by clicking the following hyperlink: [Privacy Policy](#).

4. Payment

- 4.1. The Service is provided for a fee. You agree to comply at all times with the terms and payment conditions of the Service and the payment conditions of the online payment platform provider Stripe Inc. Your payment to ORO Health for the Service may be made via the Site on the Stripe platform, by credit card. You may consult the payment provider's terms and conditions by clicking the following hyperlink: [Stripe Privacy and Terms](#). ORO Health does not keep any of Your nominal banking data.

- 4.2. All prices are quoted in Canadian dollars and do not include applicable taxes. The appropriate tax will be applied to your payment through the online payment platform.

5. Cancellation and Termination

- 5.1. You may cease using the Service at any time and You may request Your account be canceled by sending a request in writing to the following address: info@orohealth.me. You must not use any procedure other than the one mentioned above in order to cancel Your account. Where You request a cancellation of Your account, You may continue to have access to the information located in Your patient portal.
- 5.2. At Your request, ORO Health will provide You a copy of Your file with Us, whether as part of Your request to cancel or if access to Your account was closed. ORO Health will comply with applicable laws concerning the retention of all personal information of a medical file and personally identifiable information.
- 5.3. ORO Health reserves the right to: i) change or interrupt the Service (in full or in part), temporarily or permanently, ii) prohibit current or future use of the Site or prohibit access to the account of Users (in full or in part), and (iii) delete or remove the archived content of the Service for whatever reason in accordance with the appropriate laws and regulations, or if ORO Health considers You breached the Terms. ORO Health, will at its own discretion, determine what constitutes a breach of the Terms.
- 5.4. ORO Health will make all necessary reasonable efforts to directly contact You before interrupting the Service or prohibiting access to Your account. If ORO Health interrupts Your account access You may lose access to the Site, Service and Your account information, files and databases. Any illegal use of the Site, such as copyright infringement or use deemed inappropriate and a violation of the Terms according to ORO Health, will cause the immediate cancellation of Your account.
- 5.5. ORO Health does not have to act in a timely manner and any inaction on its part should not be interpreted as an acceptance of the prohibited use of the Site. ORO Health will not be liable to You or any third-party if the Site is modified, interrupted or terminated.

6. Intellectual Property

- 6.1. All rights, title and interest relating to the Site and the Service, their components, features, functionality, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection and arrangement, as well as all associated intellectual property rights, are and remain the exclusive property of ORO Health and/or its licensors and/or third party service providers, subject only to the limited right of access and use expressly conferred to You pursuant to these Terms.
- 6.2. The trademark "DermSmart", the tradename "ORO Health", the logos used or illustrated on the Site, the designs, images and slogans are all trademarks or service marks of ORO Health, and are exclusively owned by ORO Health Inc. Any other trademark, logo, product or service name, design,

image or slogan are the marks of their respective owners. Use of any such property without written consent, shall constitute an infringement or violation of the rights of ORO Health or the property owner and may be a violation of federal laws which may subject the infringer to legal action.

- 6.3. The Site content is protected by the Canadian *Copyright Act* and the *Trademarks Act*, and is the property of ORO Health, of third-party owners having agreed upon a license in favor of ORO Health, or of an accredited party as a content provider, as the case may be. Except as granted in the limited licenses herein, any use of the content, including change, transmission, presentation, distribution, new publication or any other use of the Site or its content, in full or in part, is prohibited without the prior written consent of ORO Health.
- 6.4. Subject to the Terms, a limited, non-transferable and non-exclusive license is granted to You in order to access the Site and use its content for personal purposes and non-commercial use. You may download, keep and/or print one copy of the content for Your personal use, as long as all copyrights and other proprietary notices are kept. You are not allowed to copy or rebroadcast online articles of the Site, reproduce, compile for an internal database, distribute, modify, create derivative works, publicly display, store or transmit any of the material from Our Site. In the event of a conflict between the terms of a license governing specific content and the Terms, the terms of such specific license shall prevail.

7. Hypertext Links - Third-party Websites

- 7.1. The Site may contain hyperlinks to third-party websites such as but not limited to pharmacy related websites and geo-location websites. These links are meant for convenience only and do not imply endorsement or approval by ORO Health. ORO Health does not operate third-party websites, is not responsible for the content of these websites and makes no representation or warranty, nor any commitment of any kind regarding third-party websites, including, without restricting the generality of the foregoing: i) any commitment concerning the legality, accuracy, reliability, completeness, currency or relevance of the content of third-party websites; ii) any commitment concerning the quality and/or adequacy for a particular purpose of third-party websites or material, content, software, products or services offered on third-party websites or available through these websites; iii) any commitment indicating the operation of these websites will be uninterrupted and free of errors; and iv) any commitment defaults or errors will be corrected or whether these third-party websites will be free of viruses or of any other harmful element.
- 7.2. ORO Health is not related to any third-party website containing, displaying or transmitting illegal or indecent information of any kind, including, without restricting the generality of the foregoing: i) any content constituting or encouraging conduct which would constitute a criminal offense, which would incur civil liability or which would otherwise breach laws or regulations which could damage or harm ORO Health's activities, exploitation, credibility and integrity; or ii) any website posting, publishing or transmitting material or information of any kind which violates the rights of others, including material which infringes the privacy or publicity rights of others, or protected by copyright, trademarks or other exclusivity rights. ORO Health reserves the right to prohibit or refuse to accept, at any time, any link to the Site, including links containing

information or content of the foregoing nature or which allow to have access to this content or information. Users who insert a hyperlink to the Site on a third-party website in violation of the Terms will have to remove without delay the link, upon notice by ORO Health. ORO Health reserves the right to claim damages or to initiate any legal and injunctive proceedings.

8. No warranties or representations

- 8.1. While ORO Health attempts to provide accurate, precise and current information, no representation or warranty, express or implied, concerning the Site and its content, is made to You about: i) the Site's content or any other available articles on the Site or available through the Site, can be trusted and be used for a particular purpose, ii) the accuracy, completeness and reliability of the Site and its content for a particular purpose, iii) the operation of the Site will be error free or uninterrupted, iv) the fault or error contained on the Site or its content, due to human or computer error, will be corrected, v) the Site is free of viruses and harmful elements, and vi) the communications to or from the Site will not be accessible to third-parties and/or will not be intercepted.
- 8.2. Although efforts are made by the employees of ORO Health and doctors using ORO Health, to read and promptly answer electronic communications, no guarantee is made about the response time.
- 8.3. Using the Site is at Your own risk and everything provided on the Site is "asis".

9. Limitation of liability

- 9.1. ORO HEALTH, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS AND THE DOCTORS USING ORO HEALTH, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES SHALL NEVER BE HELD RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LOSS OR DAMAGE RESULTING IN MATERIAL LOSS, PHYSICAL INJURY, MEDICAL DAMAGE, INAPPROPRIATE DIAGNOSIS, INCORRECT INFORMATION, INAPPROPRIATE TREATMENT OR OTHER DAMAGE CAUSED AS THE RESULT OF YOUR USE OF THE SITE, YOUR ACTIONS, ANY OMISSIONS OR YOUR CONDUCT WHEN USING THE SITE, YOUR BREACH OF THE TERMS DURING THE USE OF THE SITE, FROM THE CONTENT ON THE SITE INCLUDING ANY ADVERTISING BY A THIRD PARTY OR YOUR INABILITY TO USE THE SITE, WHATEVER THE CAUSE OF THE DAMAGE. ORO HEALTH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL.
- 9.2. Applicable law may not allow the exclusion of certain warranties or limitations of liability, depending on the circumstances. In these specific situations, ORO Health limits the scope of its liability to the fullest extent provided for by applicable law.

10. Indemnification

- 10.1. You hereby agree to indemnify, defend and release ORO Health, its directors, employees, agents, licensors and the doctors using ORO Health, their respective successors and beneficiaries from all claims, actions, proceedings, damages, penalties and expenses of any kind whatsoever, including legal expenses and fees of its legal counsel, related directly or indirectly to Your use of

the Site, arising from Your breach of the Terms, or resulting from Your trust of the information contained on the Site, Your inability to access the Site, including other websites available through the Site.

- 10.2. If Your information is used for research purposes, the limitation of liability provisions at section 9 and the indemnification provisions at section 10.1 in these Terms are waived with respect to any harms suffered or liabilities incurred as a result of any research activities.

11. Force Majeure

- 11.1. In no event shall ORO Health be held liable for any default or delay in the performance of the Service caused by war, act of hostility or computer sabotage, natural disaster, failure of an electrical grid, Internet network or telecommunications system, limits imposed by public health or government authorities, or any other event beyond its control. ORO Health is committed to make all reasonable efforts in order to mitigate the effects of any such events.

12. Assignment and Subcontracting

- 12.1. ORO Health reserves the right to assign or transfer the Terms, in full or in part, without limitation as part of a sale of substantially all or all of its assets, or as part of a merger or as part of an acquisition to a third party without requiring individual consent of its Users. ORO Health may assign its rights or obligations, in full or in part, to subcontractors, at any time, without limitation or obligation to obtain any consent. ORO Health shall ensure any assignment of rights or obligations to subcontractors is done in a secure and confidential manner and said subcontractors shall be bound to maintain the appropriate levels of security and data privacy protection standards as undertaken by ORO Health.

13. Applicable Law

- 13.1. The Terms and the relationship between You and ORO Health pursuant to the Terms shall be governed by and construed in accordance with the laws of the Province of Quebec (Canada) without regard to conflicts of law principles. You expressly agree to be subject to the jurisdiction of the courts of law of the Province of Quebec (judicial district of Quebec) for litigation resolution purposes relating to the Terms. Notwithstanding the above, You agree ORO Health is allowed to initiate proceedings for an injunction (or any other equivalent emergency measures) before any competent authority.
- 13.2. If a court of competent jurisdiction holds any provision or part of the Terms to be invalid, the particular provision will be removed from the Terms without amending any other provision. All the other Terms will remain in full force and effect.

14. Assistance

The following e-mail address is dedicated to support and technical assistance: info@orohealth.me.