

SALUS TECHNOLOGIES INC PRIVACY POLICY, TERMS & CONDITIONS

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SALUS TECHNOLOGIES INC.

PRIVACY POLICY

OVERVIEW Salus Technologies (“**Salus**”, “**we**”, “**us**” or “**our**”) is committed to protecting the privacy of personal information of identifiable individuals who visit the Salus website or mobile software application (collectively, the “Site”) and use the services available thereon (the “Services”). Amendments to this Privacy Policy will be posted to the Site and/or Services and will be effective when posted. Your continued use of the Site and/or Services following the posting of any amendment to this Privacy Policy shall constitute your acceptance of such amendment.

CONSENT AND INFORMATION COLLECTION AND USE When you register as a user of our Site and Services, we ask for personal information that will be used to activate your account, provide the Services to you, communicate with you about the status of your account, and for other purposes set out in this Privacy Policy. Your name, company name, address, telephone number, email address and certain other information about you may be required by us to provide the Services or be disclosed by you during your use of the Services. You will also be asked to create a username and private password, which will become part of your account information.

By providing personal information to us and by retaining us to provide you with the Services, you voluntarily consent to the collection, use and disclosure of such personal information as specified in this Privacy Policy. Without limiting the foregoing, we may on occasion ask you to consent when we collect, use, or disclose your personal information in specific circumstances. Sometimes your consent will be implied through your conduct with us if the purpose of the collection, use or disclosure is obvious and you voluntarily provide the information.

We may use your personal or account information for the following purposes:

- To provide the Site and Services to you and to other users of the Site and Services (including without limitation the construction companies you perform work for, if applicable);
- To improve the quality of the Site and Services through polls, surveys and other similar feedback gathering activities conducted by Salus and/or third parties; • To create, manage and control your account information, and to verify access rights to the Site and Services;
- To communicate with you, including without limitation for the purpose of providing



you with information about the Services, or informing you of changes or additions to the Services or of the availability of any other services or features we provide

- To assess service levels, monitor traffic patterns and gauge popularity of different features and service options of the Site and/or Services;
- To enforce this Privacy Policy or our Terms of Service;
- To protect against fraud or error, and to respond to claims of any violation of our rights or those of any third parties;
- To respond to your requests for customer service;
- To protect the rights, property or personal safety of you, us, our users and the public; and as required to comply with applicable laws or as authorized by applicable laws.

In addition, from time to time we may disclose or allow access to your personal information outside Canada where it may be subject to the lawful access requirements of the jurisdiction in which it is stored or able to be accessed.

We may occasionally communicate with you regarding our products, services, news and events. You have the option to not receive this information. We provide an opt-out function within all email communications of this nature or will cease to communicate with you for this purpose if you contact us and tell us not to communicate this information to you. The only kind of these communications that you may not “opt-out” of are those required to communicate announcements related to the Services, including information specific to your Account, planned Services suspensions and outages. We will attempt to minimize this type of communication to you.

AGE OF CONSENT Salus does not knowingly provide Services, nor knowingly collect the personal information from anyone under the age of consent.

RIGHTS TO YOUR INFORMATION You have the right to access and edit your information at any time through the web interface provided as part of the Services.

DISCLOSURE We will only share your information with third parties in accordance with your instructions or as necessary to provide you with a specific service or otherwise in accordance with applicable privacy legislation. As a general rule, we do not and will not sell, rent, share or disclose your personal information without first receiving your permission or as permitted in this Privacy Policy.

AGGREGATED DATA We may also use your personal information to generate Aggregated Data for internal use and for sharing with others on a selective basis. “Aggregated Data” means records which have been stripped of information potentially identifying users, and which have been manipulated or combined to provide generalized, anonymous information. Your identity and personal information will be kept anonymous in Aggregated Data.



LINKS The Site and/or Services may contain links to other websites, and we are not responsible for the privacy practices or the content of such sites. We encourage you to read the privacy policy of linked sites. Their privacy policies and practices differ from our policies and practices.

COOKIES AND LOG FILES We use cookies and log files to track user information. Cookies are small amounts of data that are transferred to your web browser by a web server and are stored on your computer's hard drive. We use cookies to track which page variant a visitor has seen, to track if a visitor has clicked on a page variant, to monitor traffic patterns and to gauge popularity of service options. We will use this information to deliver relevant content and services to you.

CHANGE OF OWNERSHIP OR BUSINESS TRANSITION In the event of a change of ownership or other business transition, such as a merger, acquisition or sale of our assets, your information may be transferred in accordance with applicable privacy laws.

SECURITY We will strive to prevent unauthorized access to your personal information, however, no data transmission over the Internet, by wireless device or over the air is guaranteed to be 100% secure. We will continue to enhance security procedures as new technologies and procedures become available. We strongly recommend that you do not disclose your password to anyone. If you forget your password, we will ask you for your ID and send you an email containing your password.

You control what personal information you provide and are responsible for maintaining the secrecy of your identification, passwords and/or any personal information in your possession for the use of the Site and/or Services. We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the Site or Services. Similarly, we cannot assume any responsibility for the content of any personal information or other information which you receive from other users through the Site or Services, and you release us from any and all liability in connection with the contents of any personal information or other information which you may receive using the Site or Services. We cannot guarantee or assume any responsibility for verifying the accuracy of the personal information or other information provided by any third party. You release us from any and all liability in connection with the use of such personal information or other information of others.



SALUS TECHNOLOGIES INC.

TERMS & CONDITIONS

These Terms of Service (this “Agreement”) sets forth the terms and conditions that apply to your access and use of the internet website located at <https://saluspro.app> and the Salus Safety mobile software application (collectively, the “Site”), each owned and operated by Salus Technologies Inc. (“Salus”, “we”, “our” or “us”), and the services available thereon, including without limitation the services that enable you to, amongst other things, [interact with the construction companies you work for (each a “Construction Company” and collectively, the “Construction Companies”) and other employees and contractors of the Construction Companies for the purpose of managing and ensuring worksite safety] (the “Services”).

BY ACCESSING OR USING THE SITE OR SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, as well as Salus’ Privacy Policy located at <https://saluspro.app/privacy-policy/> (the “Privacy Policy”), as it may be amended from time to time in the future.

Salus may update this Agreement or the Privacy Policy at any time, without notification to you, and you should review this Agreement and the Privacy Policy from time to time by accessing the Site. Your continued use of the Site and/or the Services will be deemed irrevocable acceptance of any such revisions. Before you continue, you should print or save a local copy of this Agreement and the Privacy Policy for your records.



ABILITY TO ENTER INTO THIS AGREEMENT In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence, and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

INTELLECTUAL PROPERTY RIGHTS All material available on the Site and all material and services provided by or through Salus, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “Materials”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws. Subject to your compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, Salus grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Materials that we make available to you. You are not permitted to download, copy or otherwise store any Materials.

If Salus, in its sole discretion and without notice, considers that there is an immediate security or operational risk to the Services or any of its, your or a third party system, then Salus may immediately suspend access to or use of the Services. The suspension of use and access is not a breach of this Agreement. You acknowledge that the preservation of security, confidentiality and data is paramount. Salus has no liability to you for suspending the Services under this provision.

This section does not apply to Content; however you agree that any ideas, suggestions, concepts, processes or techniques which you provide to Salus related to the Services, the Site or Salus or its business (“Feedback”) are and will be Salus’ exclusive property without any compensation or other consideration payable to you by Salus, and you do so of your own free will and volition. Salus may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Salus may decide into the Site, the Services, its software, documentation, business or other products or services, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to Salus in any Feedback and, as applicable, waive any moral rights.

For the purposes of this Agreement and the Privacy Policy, “personal information” is any information about an identifiable individual, as defined in our Privacy Policy. Salus retains the right to use or share any Aggregated Data generated by anyone using the Site or the Services, including our users and the Construction Companies, for the purpose of enhancing and providing the Services. “Aggregated Data” means data does not contain



personal information and which has been manipulated or combined to provide generalized, anonymous information. Where you choose to utilize or connect certain services from third parties with the Services, you agree that Salus may share your lead data with such designated third parties. You are still responsible for any and all personal information that is part of any Content (as defined below).

YOUR PROFILE INFORMATION AND ACCOUNT If you sign up for a Salus account (“Account”), you agree that Salus is providing you with one user identification reference that you will use to create a username (your email address) and password (together, the “User ID”) to the extent, and only to the extent,

necessary to access and use the Site and Services in accordance with this Agreement. You agree and understand that you are responsible for maintaining the confidentiality of your User ID. That User ID, together with any or other user information you provide, including but not limited to your social media profiles and location, will form your “Profile Information” and allow you to access your Account. You will provide true, accurate, current and complete information about yourself, and you agree not to misrepresent your Profile Information. You represent and warrant to Salus that you have not misrepresented any Profile Information. You are responsible for any Profile Information that may be lost or unrecoverable through the use of the Site or Services.

As part of the Services, from time to time you will be able to link your Account with the Construction Companies you work for. Any personal information that you share with us while signing up for your Account or modifying your Profile Information will be shared with each Construction Company that you elect to link your Account with.

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You agree not to disclose your User ID to any third party. You are solely responsible for all activities that occur under your Account or under your Profile Information. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying Salus immediately. It is your responsibility to update or change any Account or Profile Information, as appropriate.

In the case of any newsletter or other marketing initiatives, you can withdraw your consent to receiving those communications and unsubscribe to any Salus subscriptions at any time by clicking “Unsubscribe” at the bottom of such communication or by contacting support@saluspro1.com. Doing so may have a material impact on our ability to provide any Services to you, and we are not responsible if you do so.

TAXES You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to any purchase or sale of services or goods under this Agreement. When purchasing or selling services or goods under this Agreement, it is your responsibility to determine whether or not sales taxes apply to a transaction and to



collect, report and remit the correct amounts to the appropriate authority. Any tools provided as Materials or in connection with the Services indicating estimated taxes due are for illustration purposes only. You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to the purchase or sale of services or goods under this Agreement.

SUBMISSION OF CONTENT The Site and the Services available thereon may enable you to provide or upload content, including but not limited to messages, materials, data, text, music, sound, photos, videos, graphics, applications, code and other information or content (collectively, "Content"), to Salus for the purpose of providing the Services. You acknowledge and agree that you are solely responsible for all Content you submit, provide or upload and the consequences for submitting, providing or uploading it.

Salus will use Content you upload solely in connection with providing the Services to you, the other users of the Services and the Construction Companies, and for no other reason. You agree that by uploading, or otherwise providing any Content on or through the Site and/or the Services, you grant to Salus a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, display, all or any portion of such Content, solely in connection with providing the Services to you. This license includes the right to host, index, cache or otherwise format your Content in order to provide the Services.

You represent and warrant that you own your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to Salus or Salus' use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree that Salus is not responsible for any violations of any third-party intellectual property rights in any Content that you submit to Salus. You agree to pay all royalties, fees and any other monies owing to any person by reason of the Content uploaded, displayed or otherwise provided by you to the Site.

MONITORING Salus may, but has no obligation to, monitor Content on the Site, or any website created using our Services. You consent to such monitoring. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Salus or its customers, or operate the Site or Services properly, or improve the Site or Services. Salus, in its sole discretion, may refuse to post, remove, or require you to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement, including, but not limited to the Privacy Policy.



ACCEPTABLE USE AND CONDUCT: You agree that you will not publish or make available any Content that, or use the Site or Services in a manner that:

(a) violates your employment or contractor agreement with the Construction Companies you work for or breaches any applicable laws, including but not limited to workers compensation legislation, regulations and policies;

(b) infringes, violates or misappropriates any third party's intellectual property or proprietary rights;

(c) contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(d) is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;

(e) is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;

(f) is harmful to minors in any way;

(g) is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Salus;

(h) impersonates a Salus employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Services or a portion thereof without proper authorization;

(i) interferes or attempts to interfere with the proper working of the Site or Services or prevents others from using the Site or Services, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site or Services;

(j) uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Services or the content contained therein;

(k) facilitates the unlawful distribution of copyrighted material;

(l) except as expressly permitted by Salus, licenses, sublicenses, rents or leases the Services to third parties, or uses the Services for third party training, commercial time sharing or service bureau use;

(m) includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated



identifiers in order to disguise the origin of Content transmitted through the Site or Services to users;

(n) constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;

(o) stalks or otherwise harasses anyone on the Site or using the Services or with information obtained from the Site or Services;

(p) collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;

(q) requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site or Services for the purposes of automating logins to the Site;

(r) attempts to gain unauthorized access to the computer systems of Salus or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Services;

(s) posts adult or pornographic content;

(t) decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services or any other Salus technology;

(u) copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivative works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site or Services;

(v) accesses the Site or Services for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site or Services;

(w) accesses the Site or Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or

(x) accesses the Site to upload any Content or computer code for the purposes of: (i) causing a breach or override of security to the Site or Services; (ii) interfering with the proper working, functionality or performance of the Site or Services; or (iii) preventing others from accessing or using the Site or Services.

DISCLAIMER OF WARRANTIES YOUR USE OF THE SITE OR SERVICES AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE OR SERVICES, INCLUDING ANY CONTENT YOU UPLOAD OR SUBMIT AND ANY THIRD-PARTY SOFTWARE AND CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SALUS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE OR SERVICES, WHETHER



EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

SALUS DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME SALUS MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU. YOUR ACCESS AND USE OF THE SITE AND THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES OR OTHER ACTIONS THAT SALUS, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. SALUS MAKES NO GUARANTEE REGARDING: (A) THE AMOUNT, TIMING AND DELIVERY OF ANY CLICKS OR IMPRESSIONS WITH RESPECT TO ANY CONTENT (INCLUDING THIRD PARTY CONTENT) OR ADVERTISING ON THE SITE OR SERVICES; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE OR CONTENT WITH THE SITE OR SERVICES.

SALUS IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY CONSTRUCTION COMPANIES, ANY THIRD-PARTY PROVIDER OF ANY CONTENT, SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY SALUS, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY SALUS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND SERVICES. SALUS DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE AND SERVICES AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SALUS OR THROUGH OR FROM THE SITE OR SERVICES WILL CREATE ANY



WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE SERVICES DO NOT CONSTITUTE ADVICE OR RECOMMENDATIONS OF ANY MANNER, INCLUDING WITH RESPECT TO WORKPLACE SAFETY, WORKERS COMPENSATION BOARD REQUIREMENTS, THE CONSTRUCTION INDUSTRY OR YOUR OCCUPATION.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY SALUS FROM ITS FACILITIES IN CANADA. SALUS MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL SALUS OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF SALUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SERVICES, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. SALUS' TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO \$0.00. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SALUS' LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, SALUS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF IN ANY WAY WITH RESPECT TO A

TRIAL PROGRAM OR YOUR PROVISION OF AN INDIVIDUAL'S PERSONAL INFORMATION TO SALUS OR THROUGH THE SERVICES. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS WILL APPLY WITH RESPECT TO THIRD PARTY LIABILITY OF ANY KIND.

THE FOREGOING LIMITATIONS WILL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICES PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES



OTHER THAN SALUS AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES. YOU ALSO AGREE THAT SALUS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY INTERACTIONS OR DEALINGS WITH ADVERTISERS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

SALUS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, LIABILITIES, LOSSES OR ANY OTHER CONSEQUENCES THAT YOU MAY INCUR AS A RESULT OF ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE AND/OR THE SERVICES.

WAIVER OF JURY TRIAL AND CLASS ACTION RIGHTS WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES AND/OR THIS AGREEMENT: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY 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.

LIMITATION OF TIME You agree that you will not bring a claim under or related to this Agreement more than 12 months from when your claim first arose.

INDEMNITY

You agree to indemnify, defend, and hold harmless Salus, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the "Indemnified Parties"), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "Claims") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to (a) your misuse of the Site, the Services and any Content, including without limitation your Profile Information and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. Salus reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Salus and you agree to cooperate with Salus' defense of these Claims. You agree not to settle any matter without the prior written consent of Salus. Salus will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

TERMINATION POLICY Should you wish to cancel your software subscription with Salus, a notice of termination must be provided a minimum of 30 days in advance of the annual subscription renewal date, as specified in the contract. Please note, that as our platform subscription is licensed annually, cancellation prior to your renewal date does not constitute



your subscription at any time through the Website Manager interface provided as part of the Services.

TERMINATION BY PROVIDER Salus reserves the right at any time, and without cost, charge or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. Salus reserves the right to modify, suspend or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

DATA STORAGE & ACCESSIBILITY Salus is under no obligation to store your Content and may delete your Account and your Content immediately upon cancellation or may keep your Account and your Content indefinitely. Upon request from you, we will make available for access to you any of your Content for up to 365 days from the effective date of termination of the Services unless otherwise instructed by you, the customer.

MISCELLANEOUS If there is any dispute between you and Salus about or involving this Agreement, the Site or the Services, you hereby agree that the dispute will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein without regard to its conflict of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Except for any claim involving the ownership of intellectual property, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority will be the British Columbia International Commercial Arbitration Centre. The case will be adjudicated by a single arbitrator and will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its rules. The place of arbitration will be Vancouver, British Columbia, Canada. The language of the arbitration will be English. Notwithstanding the foregoing, Salus may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and you agree that this Agreement is specifically enforceable by Salus through injunctive relief and other equitable remedies without proof of monetary damages.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable will be stricken from this Agreement.

You agree that if Salus does not exercise or enforce any legal right or remedy which is



contained in the Agreement (or which Salus has the benefit of under any applicable law), this will not be taken to be a formal waiver of Salus' rights and that those rights or remedies will still be available to Salus.

The sections of "Submission of Content", "Intellectual Property Rights", "Taxes", "Confidential Information", "Disclaimer of Warranties", "Third Party Sites and Content", "Exclusive Remedy and Limitation of Liability", "Waiver of Jury Trial and Class Action Rights", "Limitation of Time", "Indemnity" and "Miscellaneous" will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

This Agreement is the entire agreement between us related to the subject matter in this Agreement. This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.

TECHNICAL REQUIREMENTS

For iOS Suggest iOS 13 or greater
(Support iOS 12) iPhone 8 or greater for
best performance iPad 5 or greater

For Android Suggest Android 10 or
greater (Support Android 8) 4 GB Ram or
more

For Web

Firefox
EDGE
Chrome
Safari

