

## **Therapia Platform Terms of Use (User Agreement)**

Therapia last updated the Terms of Use (User Agreement) (“Terms”) on August 1, 2025. We post the current version of the Terms at [www.getTherapia.com/](http://www.getTherapia.com/). We reserve the right to amend the Terms at any time to account for changes in applicable law and regulations, our services, our practices, and/or the Therapia Platform. Depending on the nature of the change, we will post the updated version of these Terms at [therapia.com](http://therapia.com) with the date these Terms were last revised and/or notify you by posting a notice of material amendments to these Terms as required by applicable law. Please check to see if we have amended these Terms since you last used the Therapia Platform. We may but are not obligated to post notice of amendments. By using the Therapia Platform or participating in any Therapia Programs after the amendment of these Terms, you are agreeing to comply with and be bound by the amended Terms.

### **A. The Therapia Platform and Services**

Therapia Health Management (“Therapia”, “we”, “us”) owns and operates an information technology platform consisting of applications, websites, content, products and services (collectively referred to as the “Therapia Platform”). The Therapia Platform enables registered users (“Users”, “you”, “your”) to access healthcare services provided by professionals registered to practice in a province or territory of Canada (collectively, “Authorized Providers”) and other health-related services.

Therapia brings licensed healthcare professionals to you (“Authorized Providers”) for a healthcare/wellness session (“Session”) in your own home. You may book an appointment directly on our Therapia platform, or may make a request on our website, platform, or book via phone.

You will need sign up for an account, and select a password and user name (“Therapia User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself (or if you are signing up on behalf of someone else, about the patient). You may not select as your Therapia User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or, if the individual receiving Services is a minor, that you are forming a binding contract on behalf of you and on his or her behalf to use the Services and, to the extent applicable, you hereby grant Therapia permission to treat such minor).

Unless a legal exception applies, in the case of a minor less than 18 years of age, a parent or legal guardian must consent to treatment. Unless a legal exception applies,

treatment of minors under 16 requires a parent to be present during the treatment session.

The Therapists who are engaged to provide Services through Therapia platform(s) and applications are independent contractors and are not employees of Therapia, with very limited exceptions.

Because most therapists with whom you might connect through Therapia are not employees of Therapia, they act on their own behalf, and not on Therapia's. You acknowledge and agree that the Therapist(s) you engage using the Therapia website(s) or application are not Therapia's agents or employees in most instances, and that Therapia is not liable for any acts or omissions by them.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

In order to use the Services, you hereby consent to the examination, therapeutic procedures and therapeutic care to be performed on you by your Therapia Physical Therapist through the Services.

### *Remote Therapeutic Monitoring Consent*

By using our Services, you acknowledge and consent to participate in Remote Therapeutic Monitoring (RTM) as part of your care plan. RTM may include receiving and responding to questions or prompts via mobile application(s), text messages, or other digital communication methods.

Additionally, we may monitor your adherence to your care plan and collect and analyze digital activity data from your use of our Services to enhance your care.

You understand and agree that:

Your participation in RTM is voluntary, and you can opt out at any time by either (a) enabling or disabling Check-In Prompts through the Therapia app under Profile/Settings or (b) replying "stop" to any Check-In/RTM related text message.

RTM services may be submitted to your health insurance provider, subject to applicable laws and regulations.

Providing accurate and timely responses is essential for the effectiveness of your care.

If you have any questions about RTM services, or your participation, please contact [info@therapia.com](mailto:info@therapia.com).

You may receive Therapia-specific clinical and/or marketing-related text messages and telephone calls:

Aside from appointment-related communications, Therapia may periodically contact you by email or text message (including through the use of an automated telephone dialing system) to inform you of programs, services, and other initiatives that may be of interest to you. This may include clinical messages such as checking in on your recovery progress. As such, you agree to allow Therapia to market and/or offer its Services to you.

This authorization permits Therapia to use your personal information in order to include you on mailing lists, email lists, text messaging, push notifications, automated telephone calls, prerecorded voice messages, and other forms of electronic communication. You are not required to provide this consent as a condition of using our Services, and this authorization will remain in effect unless otherwise revoked by you.

You may opt out anytime of receiving clinical and/or marketing-related emails and text messages by providing notice to us, by indicating/replying to such messages that you wish to unsubscribe or "stop" their ongoing transmission.

***Your use of the Services is subject to the following additional restrictions:***

You represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including Therapia);
- Violates any law or regulation, including any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your Therapia account or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;

- Attempts to and/or violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

**A violation of any of the foregoing is grounds for termination of your right to use or access the Services.**

Virtual-Care is healthcare delivered through interactive text, audio and/or video technology, where the patient and the healthcare provider are not in the same physical location (virtual-care services provided through the Therapia Platform are referred to in these Terms collectively as “**Healthcare Services**”). The Therapia Platform also enables Users to store certain personal and personal health information (collectively “**PHI**”), share their PHI with Authorized Providers, electronically receive and store prescriptions, sick notes and other documents. In addition, Therapia provides optional services at a User’s direction. Those services include Therapia securely faxing a summary of the User’s consultations with Authorized Providers to a healthcare provider of the User’s choice, securely faxing prescriptions to the User’s pharmacy of choice, providing notice when the User’s prescription is ready for pick-up, opening an account for Users with a prescription delivery service, and where available, securely transmitting User information to a prescription delivery service. Therapia may make additional optional services available to Users from time to time.

**B. Eligibility**

In order to open an account to use the Therapia Platform (“**M-Account**”), you must:

- be at least 18 years of age, be associated with and meet the age and other eligibility requirements established by an institutional client of Therapia (see Section O(3), “Third Party Payment/Coverage”) and be registered by that client (for example, international students in Canada whose User fees are paid by an insurance provider registered with Therapia);

- Unless a legal exception applies, in the case of a minor less than 18 years of age, a parent or legal guardian must consent to treatment. Unless a legal exception applies, treatment of minors under 16 requires a parent to be present during the treatment session, and
- register with Therapia.

Users may register individuals for whom they have the legal right to make healthcare decisions (“**Registered Dependents**”) and use the Therapia Platform on their behalf.

Users are required to create a separate “profile” for each Registered Dependent, which includes his or her name and other personal information. Where you are using the Therapia Platform on behalf of Registered Dependents, the terms “you” and “your” in these Terms include those Registered Dependents.

For clarity, nothing in these Terms requires Therapia to accept any registrant as a User, notwithstanding that the registrant meets Therapia’s eligibility requirements as amended from time to time. Supplementary terms specific to certain Users (“**Supplementary Terms**”) may also apply. Supplementary Terms are incorporated into and become part of these Terms.

### **C. Agreement with Therapia**

These Terms govern Users access to and use of the Therapia Platform. On acceptance by a User, these Terms constitute a binding agreement between Therapia and the User. These Terms also govern a User’s participation in Therapia’s Referral Program, Gift Card Program, and the Purchasing Credit Program (collectively “Therapia Programs”). By clicking on the “I accept” button below, you are agreeing to these Terms. If you do not agree to these Terms at any point, you must not, or must immediately cease accessing the Therapia Platform and participating in any Therapia Programs.

In addition to these Terms, certain plans, offers, products, services, elements or features may also be subject to additional terms, conditions, guidelines or rules (such as the Supplementary Terms noted above) which may be posted, communicated or modified by us or applicable third parties at any time. Your use of any such plan, offer, product, service, element or feature is subject to those additional terms and conditions, which are hereby incorporated by reference into these Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control. Therapia’s Privacy Policy, which forms part of these Terms and is hereby incorporated by reference, is posted at [www.getTherapia.com/privacy](http://www.getTherapia.com/privacy) (“**Privacy Policy**”).

## **D. User representations and warranties**

You represent and warrant (promise) to Therapia and acknowledge that Therapia is relying on your representations and warranties that:

- you and your Registered Dependents meet the Residency Requirements and will continue to do so at the point in time that you request and that Healthcare Services are provided;
- you are authorized to act for your Registered Dependents and more particularly to make decisions regarding their healthcare; and
- you will use the Therapia Platform solely for your personal and non-commercial use.

## **E. Nature and Scope of Healthcare Services**

1. **Authorized Providers, Relationship with User;** Only regulated health professionals may provide Healthcare Services. “Authorized Providers” are those duly registered and licensed to practice their profession in at least one province or territory of Canada.
2. **Vitual care licensing requirements;** Each province and territory of Canada has its own rules about who may practice virtual-care and the conditions for doing so. Depending on the rules in the province or territory in which you reside, Authorized Providers may not be located in your province or territory of Canada when delivering Healthcare Services to you.

We display the jurisdiction in which Authorized Providers are located when we connect you to them for a consultation. In some cases, the information is available on our website. If you would like more information, please consult the regulator (generally referred to as the “College” of a regulated health profession, for example the “College of Physiotherapists”) of which the Authorized Provider is a member. Most if not all health profession regulators in Canada maintain a register of their members accessible through their website.

3. **Not a Replacement for Primary Care;** Therapia’s Services do not take the place of appointments with your regular primary care provider. If you do not have a primary care provider, we encourage you to find one. Therapia does not provide your primary care provider with a report of the services that you receive. We strongly recommend that you at least notify your primary care provider that

you received care, and the reason for which you received the Services so that your primary care provider can take them into account, including any medications prescribed for you.

## **F. Healthcare Services Terms of Use**

As a term and condition of receiving Healthcare Services, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

- a. The Therapia Platform is a technology platform that facilitates connecting Users (and any Registered Dependents) with Authorized Providers for the provision of Healthcare Services. While Therapia facilitates access to Healthcare Services provided by Authorized Providers, it is not registered to provide Healthcare Services and does not do so as more particularly described below.
- b. Authorized Providers are independent contractors who have chosen to use the Therapia Platform to provide Healthcare Services. Authorized Providers are not employees or otherwise acting on behalf of Therapia in providing Healthcare Services. The relationship between you and an Authorized Provider providing you Healthcare Services is a health professional-patient relationship to which Therapia is not a party.
- c. AUTHORIZED PROVIDERS ARE SOLELY RESPONSIBLE FOR THE HEALTHCARE SERVICES THAT THEY PROVIDE TO YOU, INCLUDING COMPLIANCE WITH STANDARDS OF CARE, RECORD-KEEPING AND OTHER PROFESSIONAL OBLIGATIONS AND COMPLIANCE WITH PRIVACY LAW.
- d. As the rules regarding virtual-care differ (or may differ from time to time), among the provinces and territories, the Healthcare Services that are available to you will depend on your province or territory of residence and the location you are in at the time you request the services.
- e. You will only request Healthcare Services for you or for your Registered Dependents.
- f. As with any other healthcare consultation, no results can be guaranteed or assured in connection with Healthcare Services. Your Authorized Provider may determine Healthcare Services are not appropriate for some or all of your treatment needs or that he or she is not permitted to provide the services you require and may elect not to provide Healthcare Services to you. Authorized Providers also have the discretion to discontinue the provision of Healthcare Services to you at any time and for any reason.

- g. You are responsible for providing the Authorized Provider with the information that he or she advises is required in order to provide you with Healthcare Services. If you decline to provide that information, the Authorized Provider may not be able or willing to provide you with Healthcare Services.

- h. **Risks of Care**

As with any healthcare service, there are inherent risks associated with the use of Therapia's Services. In addition to any risks communicated by your Authorized Provider, there are risks unique to in-home and virtual care.

For in-home care, risks may include environmental hazards within the home (such as fall risks, limited space, or unsanitary conditions), interruptions to privacy, and limitations in available equipment compared to a clinical setting.

For virtual care, risks may include that the Therapia Platform may not permit the transmission of information in a way that allows the Authorized Provider to provide Healthcare Services effectively (for example, due to poor internet connection or low image resolution). Other risks associated with the electronic transmission and storage of information are described in Therapia's Privacy Policy.

- i. THE THERAPIA PLATFORM CANNOT BE USED FOR EMERGENCY HEALTHCARE. IF YOU BELIEVE THAT YOU ARE DEALING WITH AN EMERGENCY, YOU WILL CALL 911 IMMEDIATELY OR ATTEND YOUR NEAREST EMERGENCY ROOM.
- j. You will not report drug reactions, side effects or adverse events through the Therapia Platform. You will report any medication reactions, side effects or other adverse events to your primary care provider, or if you do not have one, to the nearest walk-in clinic or emergency room, or in an emergency, call 911.
- k. You will seek emergency help or follow-up care when recommended by an Authorized Provider.

## **G. Technology-related Terms**

As a term and condition of using the Therapia Platform, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

1. You are prohibited from and will not:
  - a. remove or alter any copyright, trademark, brand elements or other proprietary notices;



- b. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Therapia Platform except as expressly permitted by Therapia;
  - c. decompile, reverse engineer or disassemble the Therapia Platform;
  - d. link to, mirror or frame any portion of the Therapia Platform;
  - e. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Therapia Platform, or unduly burdening or hindering the operation and/or functionality of any aspect of the Therapia Platform;
  - f. attempt to gain unauthorized access to or impair any aspect of the Therapia Platform, or its related systems or networks;
  - g. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
  - h. use the Therapia Platform in a manner that violates any laws.
2. You will:
- a. keep secure and not disclose to anyone your M-Account username and password; and
  - b. refrain from using abusive language or inappropriate conduct when communicating with anyone through the Therapia Platform, including Authorized Providers.
3. You will not contact Authorized Providers in respect of Healthcare Services except through the Therapia Platform. For clarity, Therapia has no interest in or control over any interaction that you may have with Authorized Providers that is unrelated to Healthcare Services or your use of the Therapia Platform.
4. Unless otherwise permitted by Therapia in writing, you may only have one M-Account.
5. You are responsible for all activity that occurs under your M-Account.

## **H. Business Terms**

As a term and condition of using the Therapia Platform, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

1. **Fees and Payment;** You will be charged a fee for any Services you receive from an Authorized Provider (“Fee”), unless such Fees are covered by a third-party payer (for example, your employer or insurer) that has an agreement with Therapia. A pre-authorization and hold for the full amount of the Fee will be placed on your credit card **24 hours prior to your scheduled appointment.**

Your card will not be charged until the appointment is completed. If you cancel your appointment with less than 24 hours’ notice, you will be charged **50% of the total Fee.**

If you cancel **with** less than 6 hours’ notice or cancel when the Provider has already arrived at your residence, you will be charged the **full Fee (100%).**

2. **Currency, Taxes.** All Fees for Uninsured Healthcare Services are in Canadian dollars. Service Fees are inclusive of any applicable taxes based on your billing location.
3. **Insurance Coverage;** If you have insured healthcare services, it is your sole responsibility to submit receipts for reimbursement to your insurer. Therapia offers direct billing services with select partners; however, this must be confirmed with Therapia **prior to the provision of services.**

## **I. Privacy.**

The Personal Health Information (PHI) you provide is collected by the Authorized Providers, as explained in the Privacy Policy. The Privacy Policy also describes Therapia’s collection, use, disclosure, retention, and destruction of PHI. As the Privacy Policy forms part of these Terms, it is essential that you review the Privacy Policy prior to agreeing to these Terms.

The materials displayed or performed or available on or through the Therapia platform, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Therapia’s) rights.

You understand that Therapia owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do.

## **L. Content**

None of the information or materials (collectively, “**Content**”) available through the Therapia Website or Platform with the exception of Healthcare Services is health professional advice, treatment, diagnosis or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

Content is for informational purposes only. It is your responsibility to discuss any Content with your primary care provider or another qualified healthcare provider prior to relying on it, and any reliance on Content is at your own risk. Content and material appearing on the Therapia Platform could include technical, typographical or photographic errors. Therapia does not warrant that any of the materials provided are accurate or current.

## **J. Termination, Effect of Termination.**

On notice to you, Therapia may immediately, at any time and for any reason, terminate your access to the Therapia Platform and/or your participation in any Therapia Programs, or cease providing the Therapia Platform or any portion of the Therapia Platform and/or any Therapia Programs. Therapia has the right to select the means by which it gives you notice. These Terms will continue to apply so long as you continue to have access to the Therapia Platform or participate in any Therapia Programs, notwithstanding that you or Therapia choose to terminate your use of one but not both (or only a portion) of the Therapia Platform and Therapia Programs.

On termination of your account, Therapia will have no further obligation to provide you with access to the Therapia Platform, except to the extent that Therapia has an obligation to provide you with access to your PHI.

You may close your Account at any time, for any reason, by logging in to your Therapia Account and selecting “Deactivate”. Our management of your PHI on the closure of your Account is described in the Privacy Policy.

#### **K. Ownership (Intellectual Property Rights).**

The Therapia Platform, all content and rights therein, except PHI, are and will remain Therapia’s property or the property of Therapia’s licensors. Neither these Terms nor your use of the Therapia Platform convey or grant to you any rights to use or reference in any manner Therapia’s brand elements, company name, logo, product and service names, trademarks or services marks or those of Therapia’s licensors. You are not permitted to copy or otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Content (as defined below), except as expressly permitted by these Terms.

#### **M. Disclaimer**

THE THERAPIA PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THERAPIA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, THERAPIA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES REQUESTED THROUGH USE OF THE THERAPIA PLATFORM, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERAPIA DOES NOT GUARANTEE THE QUALITY, SUITABILITY OR SAFETY OF HEALTHCARE SERVICES AND YOU AGREE TO ASSUME ALL RISK ARISING OUT OF YOUR USE OF THE THERAPIA PLATFORM, AND ANY RISK RELATED TO THE HEALTHCARE SERVICES. YOU ASSUME ALL RISK ARISING OUT OF YOUR USE OF ANY THERAPIA PROGRAM AND ARE SOLELY RESPONSIBLE FOR ENSURING THAT ANY REFERRAL YOU MAKE TO THERAPIA IS MADE IN COMPLIANCE WITH ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION CANADA’S ANTI-SPAM LEGISLATION (CASL).

#### **N. Limitation of Therapia’s Liability.**

1. THERAPIA, (WHICH IN THIS SECTION N INCLUDES ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND INDEPENDENT THIRD PARTY CONTRACTORS) SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE THERAPIA PLATFORM AND/OR HEALTHCARE

SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE THERAPIA PLATFORM AND/OR HEALTHCARE SERVICES OR ANY DELAY IN YOUR DOING SO; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY AUTHORIZED PROVIDER., THERAPIA IS NOT LIABLE FOR YOUR INFORMATION STORED OR RECORDED BY ANY COMPUTER, TABLET, MOBILE DEVICE OR ANY NETWORK, WHETHER PUBLIC OR PRIVATE, THAT YOU MAY USE TO ACCESS THE THERAPIA PLATFORM.

2. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, UNDER NO CIRCUMSTANCE WILL THERAPIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROFESSIONAL NEGLIGENCE, PERSONAL INJURY, LOST INCOME OR LOST DATA, RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE THERAPIA PLATFORM AND/OR HEALTHCARE SERVICES PROVIDED BY AUTHORIZED PROVIDERS.

#### **O. Indemnity**

You agree to indemnify and hold Therapia (which in this Section includes its directors, officers, employees, agents and shareholders) harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with: (i) your use of the Therapia Platform and Healthcare Services obtained through your use of the Therapia Platform; (ii) your breach or violation of any of these Terms; or (iii) your violation of the rights of any third party, including Authorized Providers, other Users, any person on whose behalf you request Healthcare Services, and/or referred friends. Through the Therapia Platform, you may use certain services that are not provided by Therapia and that we identify to you for your convenience, for example, prescription delivery services. To the extent that a service is not provided by Therapia, you will be given notice prior to using that service, and if you elect to proceed, you acknowledge and agree that you will be contracting with the service provider and not Therapia.

#### **P. Fees, Payment Options**

Therapia may offer different payment options and/or membership plans for Users to use the Therapia Platform and access Healthcare Services. Some payment options and/or membership plans may have differing terms, conditions and limitations which will be disclosed to you at your sign-up or when changing your payment or membership plan options. Once you sign up, you can find the specific details regarding your payment

option and/or membership plan under the X section of your M-Account. The following are the payment options used by Therapia. Not all options are available to all Users.

**Third Party Payment/Coverage.** Therapia may permit a third party (for example, an employer or insurer) to pay the Fees and/or Membership Fee, (the third party and Therapia determine which of these payment options apply), for some or all Uninsured Healthcare Services provided to a User or group of Users. In these circumstances, Therapia will have a contract with the third party payer under which such third party discloses personal information (including but not limited to the name, email address and other contact information) of the User(s) for whom they will pay the Fees or Membership Fee for some or all Uninsured Healthcare Services. Please consult our Privacy Policy for more information about the personal information we collect from third party payers. Therapia is not a party to and has no control over the agreement between any User and third party payer. Coverage by a third party does not release a User from the obligation to comply with these Terms except the Terms related to his or her direct payment of the Fees or Membership Fee being paid by such third party payer. Supplementary terms may apply to Users who have third party coverage and any such supplementary terms shall be presented to each User and are incorporated into and become part of these Terms. Therapia will inform Users of any changes to or termination of their third party coverage. Users whose third party coverage is terminated may be given the option of continuing to use the Therapia Platform under their existing M-Account.

## **R. General Provisions**

**Entire Agreement.** These Terms, including any Supplementary Terms, Membership Terms and any other additional terms and conditions referenced herein (collectively, the “Additional Terms”), constitute the entire agreement and understanding of Therapia and you with respect to their subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding the subject matter. In the event of a conflict between these Terms and the terms and conditions contained in any Additional Terms, the terms and conditions in the Additional Terms shall control unless otherwise expressly stated.

**Governing Law.** These Terms are governed by the laws of Ontario and the laws of Canada applicable therein, excluding any conflict of laws that would lead to the application of any other laws. By accessing the Therapia Platform, you agree that any disputes or matters arising from, connected with, or related to these Terms will be brought to the provincial and federal courts located in the City of Toronto, Ontario.

**Non-assignment.** These Terms are not assignable, transferable, or to be sublicensed by you except with Therapia's prior written consent. Therapia may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

**Links to External Websites.** We provide links on the Therapia Platform to other websites or resources including those operated by parties other than Therapia for your convenience. Therapia is not responsible for the availability of such external websites or resources, does not endorse or accept responsibility for the content of such external websites or resources, and has no responsibility for or control over the terms of use or privacy policy of the operators of the external websites or resources. You access and view any third party websites or resources at your own risk. For clarity, Therapia is not responsible even where we link you to those resources or refer you for your convenience.

**Use of Non-Identifiable Data:** If your non-identifiable data are used for research purposes, then the limitation of liability and indemnity clauses contained within the End User License Agreement/Terms of Service Agreement are waived with respect to any harms suffered or liabilities incurred as a result of any research activities.

**Severability:** If any provision in these Terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

**Contact Us.** If you have questions about the Therapia Platform or its use, you can contact Therapia Support by sending an email to [info@Therapia.com](mailto:info@Therapia.com)