

Terms & Conditions

Effective Date: May 15, 2020

These Terms and Conditions ("Terms") form a legal agreement between Kvell, Inc. and you, the individual ("you" and "your") concerning your access to and use of the various services offered through the Websites and the Platforms (as defined below). Use of the Websites or Platforms constitutes your acceptance of these Terms and our Privacy Policy.

Kvell, Inc. (hereinafter referred to as "Kvell", "we", "us", or "our") makes certain telehealth related information available to you and/or facilitates your access to healthcare providers and medical services (collectively, the "Services"). Kvell owns and operates (i) the publicly available websites located at www.kvell.app, www.kvell.io, and www.kvell.us (the "Websites") and (ii) various web-based and mobile applications that require you to create an account in order to use the Services (collectively, the "Platforms").

By using the Websites and/or the Platforms, you expressly agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you should immediately cease all use of and access to the Websites and Platforms. Please print a copy of these Terms and Conditions for your records.

1. Services Provided – No Medical Care or Advice

Kvell does not provide medical advice or care. Kvell is not an insurance provider nor are we a prescription fulfillment warehouse. Our role is limited to making certain telehealth related information available to you and/or facilitating your access to healthcare providers and medical services. Through your use of the Services, you may provide medical and personal information, which will then be provided to the healthcare providers using the Platforms for the purpose of facilitating your access to the appropriate provider(s) offering the desired healthcare services.

Kvell is independent from the healthcare providers who you may access, and who may contact you, through the Platforms and is not responsible for such healthcare providers' acts, omissions or for any content of the communications made by them. **Kvell does not engage in the practice of medicine or provide any other health services.** Any healthcare provider using the Platforms whom you access pursuant to the Services is not employed by us and such provider is independently responsible for the quality and appropriateness of the care they may render to you. We do not provide any legal advice or representations in any way regarding any legal issues associated with advice, information, goods or services offered by a healthcare provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws or regulations.

2. Modifications to These Terms

We may in our sole discretion, without prior notice to you, revise these Terms at any time. Should these Terms change materially, we will update the Effective Date noted above and post a notice regarding the updated Terms on the Websites. If you do not agree to the terms of the amended Terms, your sole and exclusive remedy is to discontinue your use of the Websites and Platforms and you will be deemed to have terminated these Terms. Amended Terms will be effective as of the Effective Date unless otherwise stated. By accessing or using the Websites and the Platforms after such changes are posted you agree and consent to all such changes.

3. Access to the Platforms

You may access and use the Platforms via remote access connectivity. We grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Platforms in accordance with these Terms. In order to use the Platforms, you will be asked to register an account and create login information, including without limitation, username and passwords. You must safeguard your login information that you use to access the Platforms and you must not disclose this information to anyone. You must immediately notify us of any unauthorized use of your user account or of any other breach of security that you become aware of involving and relating to the Platforms by sending an email to _____.

4. Your Representations and Warranties

By registering on the Platforms, you represent and warrant the following: (i) you are at least eighteen (18) years of age, (ii) you have the legal ability and authority to enter into these Terms with Kvell, (iii) the information you have provided to us in your registration is accurate and complete, (iv) you will comply with any and all laws applicable to your use of the Websites and Platforms, (v) you will not interfere with a third party's use and enjoyment of the Websites and Platforms, (vi) you will not interfere with or disrupt Kvell's or our vendors' security measures, (vii) if any information you provide to us becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify us, (viii) you acknowledge that access to the healthcare providers provided through the Platforms are not "insured services" under any provincial health plans, (ix) you acknowledge that any fees paid by you or by any other persons on your behalf are not provided in exchange for any undertaking by us or our representatives that such healthcare services will be made available to you, (x) you acknowledge that we will not provide you with any medical advice or care and that Kvell is merely a platform through which we provide you with access to medical providers who may provide you with medical advice or care outside the Platforms; (xi) you acknowledge that by using the Services, your personal information may be provided to the healthcare providers using the Platforms for the purpose of facilitating your access to such healthcare providers' services; and (xii) you are accessing the Websites and Platforms for yourself or a child under the age of eighteen for whom you are the legal guardian.

5. Termination

If you violate these Terms and Conditions, your ability to use the Websites and/or Platforms will be terminated. We may, in our sole discretion, terminate your access to the Websites and/or Platforms, or any portion thereof, for any reason whatsoever without prior notice. These actions are in addition to any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms by ceasing to access and use the Websites and Platforms. Upon any termination of these Terms you must immediately cease use of the Websites and Platforms. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and your warranties and indemnities shall survive any termination of these Terms.

6. Prohibited Uses

In using the Websites and Platforms, you agree not to: (i) send or otherwise transmit to or through the Websites and Platforms any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Websites and Platforms or computers of any kind, and any unsolicited advertising, solicitation or promotional materials; (ii) misrepresent your identity or affiliation in any way; (iii) restrict or inhibit any person from using the Websites and Platforms, disclose personal information obtained from the Websites and Platforms or collect information about users of the Websites and Platforms; (iv) reverse engineer, disassemble or decompile any section or technology on the Websites and Platforms, or attempt to do any of the foregoing; (v) gain unauthorized access to the Websites and Platforms, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Websites and Platforms; (vi) launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Websites and Platforms in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser; (vii) send or otherwise transmit to or through the Websites and Platforms chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services; (viii) post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment; (ix) violate any applicable laws or regulations in any way; (x) alter or modify any part of the content or services offered on or through the Websites and/or Platforms; (xi) allow any other person to use the Platforms with your registration or login information; (xii) breach or otherwise circumvent our security or authentication measures; and (xiii) assist or permit any persons in engaging in any of the activities described above.

7. Intellectual Property Rights and Content

Kvell is the sole and exclusive owner of the Websites and Platforms, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Websites and Platforms and any related materials and documentation. No title or ownership of the Websites and Platforms or any portion thereof is transferred to you hereunder. We reserve all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Websites and/or Platforms.

While using the Websites and/or Platforms, you may provide input, comments or suggestions regarding the Websites, the Platforms or the Services ("Feedback"). You acknowledge and agree that we may use any Feedback without any obligation to you and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free, transferable license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as we may deem appropriate, without restriction, for any and all commercial and/or non-commercial purposes, in our sole discretion.

8. No Endorsements

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Kvell. Any views expressed by third parties on the Websites and/or Platforms are solely the views of such third party and we assume no responsibility for the accuracy or veracity of any statement made by such third party.

9. External Links

The Websites and Platforms may contain links to third-party websites. Linked sites are not under the control of Kvell, and we are not responsible for the content of any linked site. Links are provided as a convenience only, and a link does not imply that we endorse, sponsor, or are affiliated with such linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites; these Terms do not apply to other websites. We disclaim any and all liability for any information, including but not limited to, any medical and health treatment information set forth on linked sites.

10. Users Under 18 Years Old

If you are under the age of eighteen (18) and wish to create an account using the Platforms, your parent or legal guardian must create the account, submit your personal information, and agree to these Terms on your behalf. If you are under the age of 13, you may only use our Services or access the Websites and/or Platforms with the supervision and consent of your parents or legal guardians. If we learn that we have collected personal information from someone under the age of 13 that was not provided with the supervision and consent of the minor's parents or legal guardian, we will promptly delete that information. If you believe

we have impermissibly collected personal information from someone under the age of 13, please contact us using the information below.

11. Indemnification and Limitation of Liability

You agree to defend, indemnify and hold us, our officers, directors, employees, shareholders, affiliates, third-party contractors, agents, licensors and suppliers (each a Kvell Party and collectively Kvell Parties), harmless from and against any claims, actions or demands, losses, liabilities, damages, costs, expenses and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from, directly or indirectly, your (a) violation of these Terms; (b) access to or use of the Platforms and Websites; and (c) provision or other disclosure to us of any other information or data and the use of same by us or any other Kvell Party as contemplated hereunder.

IN NO EVENT SHALL KVELL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITES OR PLATFORMS OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We shall not be liable for any failure to perform our obligations hereunder where the failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms within these Terms that limit liability reflect an informed voluntary allocation of risk and such allocation represents a material part of these Terms. You agree that the limitations of liabilities set out in these Terms are fair and reasonable in the circumstances.

12. Disclaimer

The Websites and Platforms are provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose. We do not warrant that the Websites and Platforms will be uninterrupted or error-free, that defects will be corrected or that the Websites and Platforms or the server that makes them available are free of viruses or other harmful components.

We make no guarantees, and disclaim any implied warranty or representation, about the accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Websites and Platforms for a particular purpose. We assume no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information

transmitted in connection with use of the Websites and/or Platforms. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

13. Personal Information and Privacy Policy

In these Terms, "personal information" means any information about an identifiable individual, such as your name, email address, mailing address, gender, date of birth, any personal or protected health information, or, any data about you that you elect to provide electronically through the Websites and/or Platforms and any other information that identifies who you are. We will use personal information solely in accordance with these Terms, and our Privacy Policy (or as otherwise agreed upon between you and Kvell in writing).

You agree that we have the right to monitor and review your use of the Websites and Platforms from time to time, and to use "cookies", "log files" and your "browsing data" in accordance with the cookie policy described within our Privacy Policy.

14. Waiver

No delay or omission by us in exercising any right or power we have under these Terms or in objecting to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by us must be in writing and signed by an authorized representative of Kvell.

15. Choice of Law and Jurisdiction

These Terms are governed by the laws of Delaware. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware in respect of all matters and disputes arising hereunder, and waive any defense of lack of personal jurisdiction in that jurisdiction. These Terms are not governed by the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is hereby expressly excluded. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

16. Assignment

These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

17. Entire Agreement

These Terms and Conditions constitute the entire agreement between you and Kvell as it relates to the access to, and use of, the Platforms and Websites and the subject matter of these Terms and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Kvell and you.

18. Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

19. Contact; Notices

If you have any questions about these Terms, or need to provide notice to or communicate with us, please contact us using the following contact details:

Kvell, Inc.

Attn: _____

Email: _____

We may provide notices or communications to you on the Websites and/or Platforms and you agree that such notices shall constitute notice to you whether or not you actually access the notice.