

TERMS OF USE

Please read all the terms and conditions of this agreement with Medical App Innovations Inc. (“MAI”) carefully. By clicking “I agree”, or by using MAI’s injection app and related website and services (collectively the “App”), you agree to be bound by the terms and conditions of this agreement, even if you have not read them. It is important to read this entire agreement. It contains provisions that may limit your rights, such as the section entitled limitations.

INTELLECTUAL PROPERTY

Copyright © 2017 Medical App Innovations Inc. All rights reserved. The contents of the App are owned by and copyrighted by MAI and its suppliers and may contain trademarks of MAI or others. You may print, copy or save material contained within the App for your own use only - provided that all copyright and trademark provisions contained on the App remain intact.

Unauthorized use of the content of any portion of the App beyond that contained in the previous paragraph may violate copyright, trademark and other laws.

While MAI uses reasonable efforts to maintain the App in an up-to-date fashion, it does not warrant the completeness, timeliness or accuracy of any information contained on the App, and may make changes thereto at any time in its sole discretion without notice. All information contained herein is provided to users “as is”, “with all faults,” “as available” and at your sole risk.

USER RESPONSIBILITIES

The App is intended for use by doctors or other health care professionals qualified to perform the procedures. It is intended to be used as a guide to perform the procedures, and does not replace usual medical judgement.

You must use the App in accordance with applicable privacy and other professional, legal and ethical requirements. You are responsible for all activity you conduct using the App. You will not use the App for purposes proscribed by MAI from time to time, including without limitation: illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution or storage of any material protected by copyright, trade-mark, trade secret or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, untruthful, disrespectful, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment; or to interfere with any other person’s use and enjoyment of the site.

MAI acquires no ownership interest in any content you place in the App. While the App retains patient content you save within the App, MAI encourages users to retain in their usual patient files any information that they need to retain as part of their patient files.

PRIVACY

MAI treats patient information stored within the App in accordance with applicable privacy laws. MAI does not use or share personal health information with others except as required or allowed by applicable privacy laws. MAI does use and provide to others aggregate data derived from use of the APP that does not contain any patient identifying

information, and does not contain your identifying information. More detail is in our Privacy Policy [link] which forms part of this agreement.

LOGON ID'S AND PASSWORDS

Your access to the App requires a logon ID and password. It is your responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep logon ID's and passwords confidential. You may not use a logon ID that suggests you are someone you are not. You are responsible for any activity that occurs under your logon ID. You will advise MAI immediately if you discover any compromise of your passwords or suspect unauthorized use of the site using your identity.

LIMITATIONS

All promises made by MAI are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

You cannot collect any damages from MAI for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceed the amount paid by you to MAI hereunder for the use of the App for the previous 6 months.

MAI relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

GOVERNING LAW

This site is governed by the laws of the Province of Ontario excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against MAI shall take place in the courts of the Province of Ontario. The parties hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

LINKS

Any third-party sites that are linked to this App are not under MAI's control. MAI is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. MAI provides links as a convenience only and such links do not imply any endorsement by MAI of those sites.

CHANGING THESE TERMS

MAI may change these terms by posting notice within the App. These terms were last revised on August 31, 2017.

CONTACT MAI

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