# SMG Virtual Care Terms of Use

PLEASE CALL 911 OR ATTEND AN EMERGENCY ROOM FOR EMERGENCY MEDICAL ASSISTANCE IMMEDIATELY IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY.

IF YOU HAVE OR SUSPECT THAT YOU HAVE EATEN, SWALLOWED, OR COME IN CONTACT WITH A POISONOUS SUBSTANCE, PLEASE CALL POISON & DRUG INFORMATION SERVICE AT 1-800-332-1414 FOR ASSISTANCE IMMEDIATELY.

# Acceptance of the Terms of Use

This website ("**Site**") and the Services provided through the Site and defined below are operated and provided by 2402575 ALBERTA LTD. doing business as SMG Virtual Care ("**SMG Virtual Care**"). Throughout the Site, the terms "**we**", "**us**" and "**our**" refer to SMG Virtual Care. Use of this Site by users ('**you**'), conditioned upon your acceptance of all terms, conditions, policies and notices stated here ("**Terms of Use**").

Please read these Terms of Use carefully before accessing or using our Site or Services. You agree to be bound by these Terms of Use by either clicking 'I agree' to these Terms of Use, or by continuing to use our Site or by accessing or using our Services. These Terms of Use include any additional terms and conditions and policies referenced in or hyperlinked to (or both) these Terms of Use.

We reserve the right, from time to time, with or without notice to you, to change these Terms in our sole and absolute discretion by posting such updates, changes or modifications to our Site. It is your responsibility to check this page periodically for any such updates or changes; please be sure to review these terms from time to time to monitor for any changes. The most current version of these Terms can be reviewed here <u>https://online-doctor.ca/SMG%20Virtual%20Care%20Terms%20of%20Use.pdf</u> at any time and supersedes all previous versions. You are not obliged to continue using the Services after an update, change or modification to these Terms of Use is made. Your continued use of the Services or access to the Site following the posting of any updated, changed or modified Terms of Use or notice of any material updated, changed or modified Terms of Use constitutes acceptance of all such updates, changes or modifications to these Terms of Use.

If you do not agree to the Terms of Use, then you may not access the website or use any Services.

#### Overview

SMG Virtual Care offers health care audio, video and audio video visits from the Site ("AV Appointments") allowing users to seek certain medical advice via the Site ("Health Services") and the include any information, tools and services (the "Technical Services") available on or through the Site (the "Health Services" and the "Technical Service" are collectively the "Services"). During the AV Appointments, you will have access to

healthcare practitioners ("**Health Service Providers**") who are licensed or accredited to practice by their applicable regulated health profession by the applicable regulatory authority in the province of Alberta. The Health Service Providers will consist of doctors, nurse practitioners, and nurses and may include other healthcare professionals such as physical therapists, mental health therapist, social workers, nutritionists, dieticians, and any other providers with whom an AV Appointment may be available. AV Appointments with any of our Health Service Providers are held through our Adracare patient portal (the "**Patient Portal**") operated by Adracare Inc. through the Site.

SMG Virtual Care is based in Alberta, Canada. To use the Services, you must be physically present in or reside in Alberta at the time of receipt of the Services. If you are physically present in or reside in a Canadian province or territory other than Alberta and would like to use the Services, you must receive our written (via email) permission to use the Services. To receive such permission, the medical services that you seek must not available where you reside. As long as this is not an emergency, you may contact us at info@online-doctor.ca to discuss whether we may offer medical services to you and we will use commercially reasonable efforts to contact you within 48 hours.

#### **Insured Health Services**

Provided that you are resident in Alberta, you will not be charged for any Health Services consultations with Health Service Providers that are reimbursed by Alberta Healthcare insurance plans ("**Alberta Insured Health Services**"). If the services that you have requested Services that are not Alberta Insured Health Services, you will be required to pay for any Services you receive from us. Services that are not Alberta Insured Health Services include but are not limited to requests for a Health Service Provider to prepare a sick note, fill in documents requested by third parties and conduct of third-party exams. Also, if you are a resident of any other Canadian province or territory and have been authorized to book an AV Appointment, you will be charged for the Services you receive from us.

#### **No Recordings**

Our AV Appointments are NOT recorded. Your Health Services Provider will take notes ("**Appointment Notes**") during the AV Appointments, consistent with what would take place in an in-clinic appointment. The Appointment Notes include PI and PHI and form part of your medical records with us. Because the AV Appointments are not recorded, no video footage, still photographs or audio recordings of our conversation during the AV Appointment Notes.

We respect your privacy and we ask that you respect our privacy. You acknowledge and agree that you will not make, or authorize or allow any other person to make, any audio or video recording of the AV Appointment, or any portion thereof. You acknowledge and agree that you will not take, or authorize or allow any other person to take, take any photographs of your Health Services Provider or any portion of your screen during the AV Appointment. In addition, you will not stream or upload, or authorize or allow any

other person to stream or upload, any of the contents of the AV Appointment online via any social media or other technical platform for streaming services.

# **No Emergency Services**

If you are experiencing a medical emergency, please call 911 or attend an emergency room for emergency medical assistance. Please seek emergency medical treatment by calling 911 or attending an emergency room, if you have any of the following symptoms,: (i) serious trauma or life threatening emergencies, (ii) severe, heavy or crushing chest pain, which may move to the jaw, neck, arm, or back, or be associated with sweating, shortness of breath or nausea; (iii) signs of a stroke, which may include facial weakness, inability to hold both arms up, or difficulty speaking; or (iv) severe breathing problems.

# Limit on Health Services Available through AV Appointments

Although we can book an AV Appointment for any kind of health services, you acknowledge and agree that there are some diagnoses that may require your attendance in person. The Health Services available through AV Appointments are not suitable for any visualizations or physical inspections for medical assessments that require any visual or physical inspection of a patient's breasts, genitals or genital areas ("**Private Parts**") and our Health Services Providers will not engage in any review of photographic or video depictions of any Private Parts, in whole or in part. We will ask you to describe the issue with words. Such a description may be sufficient to provide a diagnosis. If after a verbal description is made, a physical inspection is still required, you agree to attend a in person.

Although any type of AV appointment may require in clinic care, please understand that the following AV Appointments may require a follow-up physical appointment. (i) any gynecological or obstetric medical assessments, (ii)any visualizations or physical inspections of Private Parts, (iii) any medical assessments that require any physical or visual inspection of a patient and (iv) any medical assessments or physical inspection patients with long term medical conditions or disabilities. No Health Service Provider will ask for a visual inspection of your Private Parts during an AV Appointment. Please do not (i) upload any pictures or videos of your Private Parts as part of your Registration Information, PI or PHI or (ii) show your Private Parts to a Health Service Provider during an AV appointment.

If you have any equipment at home that provides certain physical information, such as temperature or blood pressure, we will ask that you take the measurement while on the AV Appointment so that we can see you take the measurement, and we can verify the reading on your equipment.

Our Technology services are through a secure platform which includes an email that you can use only during the AV Appointment. In very limited circumstances, currently for skin rashes only, we may ask that you proved a close-up picture of the rash provided

that you can take a picture which contains no personal characteristics at all (including but not limited to your face, unique birthmarks, tattoos or your Private Parts). If you agree to provide such a picture, you will take the picture, or have someone present with you take the picture, while on the AV Appointment so that the Health Services Provider can see the picture being taken and verify that the picture is of your rash. You will then send the picture through our secure platform. Any such pictures will form part of the Appointment Notes and will be maintained as part of your medical record.

### **Risk of Virtual Services**

By using the Services, you acknowledge and agree that there are the potential risks associated with virtual Health Services. Some risks include but are not limited to (i) insufficient information due to transmission issues (e.g. lack of a physical examination or poor video resolution), (ii) malfunction or failure of any computer equipment, remote medical equipment or electrical supply; (iii) a lack of access to your prior medical records. You acknowledge and agree that because we may not have access to your prior medical records, if you do not provide us with sufficient information about your prior medical conditions and history, a lack of such knowledge may cause adverse drug interactions or allergic reactions or other judgment errors in the diagnosis and prescription writing process. Although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of all of your information, those protocols could fail causing a breach of privacy of your information, including without limitation health information.

#### Follow-up tests

Certain potential diagnosis may result in a request by our Health Services Provider that you attend a laboratory to obtain certain lab tests or that you attend a radiologist's office for certain radiological tests before an actual diagnosis can be made. You agree that we can provide such laboratory or radiologists offices with a requisition for such tests, via facsimile, and you will attend in person to have the tests done. We will not be responsible for conducting the lab tests or the radiological tests; the laboratory and radiologist will be responsible for the tests. You agree that the laboratory and radiologist can provide the test results to us to complete your diagnosis. You agree to book a follow-up AV Appointment once the test results are complete in order to complete the Services that required the tests.

#### **Prescription Policy**

Certain diagnosis may result in our Health Services Provider writing a prescription for you. You agree that we can provide the prescription via facsimile to the licensed pharmacist of your choice. We will not be responsible for filling your prescription; the pharmacist will fill the prescription. You will be responsible to pick up the medication from the pharmacist and you will pay the pharmacist for the medication.

You agree that any prescriptions that you acquire from a Health Services Provider will be solely for your personal use. You will not share any medication with any other person.

You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

You understand that we cannot write a prescription for any opioid medications. If you request a prescription for opioids, you must make an in-person appointment with a health care practitioner.

We reserve the right to refuse the Services to anyone for any reason at any time.

# Setting up an Account to access the Services

In order to provide the Services to you, we will require you to set up an account with us. You agree to provide true, accurate, current, correct and complete information when registering to use the Site and establishing an account ("**Registration Information**"). In order to provide the Services to you, we will also ask you to provide us with both (i) personal information ("**Personal Information**" or "**PI**") and (ii) with Personal Health Information (("**Personal Health Information**" or "**PHI**") as is necessary to provide the Services. You agree to provide true, accurate, current, correct and complete PI and PHI. You represent and warrant to us that all Registration Information, PI and all PHI will be true, accurate, current, correct and complete. You agree to maintain and promptly update the Registration Information, PI and PHI to keep it true, accurate, current, and complete. You agree you will not submit any submit false or misleading information. If you provide any information that is untrue, inaccurate, not current, incorrect or incomplete, or SMG Virtual Care has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, SMG Virtual Care may suspend or terminate your account.

You understand that your Registration Information, PI and PHI will be collected in accordance with our privacy policy. Any such collection may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that providing true, accurate, current, correct and complete PI and PHI in a timely manner will help to ensure the accuracy of all diagnosis provided during the Services. You agree to arrange an in person visit with your Health Service Provider, a walk-in clinic or an emergency room if your Health Service Provider requests such an appointment for you or a patient for whom you are the legal guardian for further diagnosis and treatment of your specific medical needs. You understand, acknowledge and agree that we are required by law to send a note to the health care practitioner (if it is not the Health Services Provider), a walk-in clinic or an emergency room that you plan to attend for the in-person appointment about our findings during the AV Appointment to ensure the continuity of your care.

#### **Consent to Treatment**

By accessing and using the Site and Services to access Health Services, you consent to be treated by Health Services Providers. During the AV Appointment, Health Services Providers may ask you questions about your personal health history, present condition or symptoms, and any course of treatment or medication that has been prescribed to you. Health Services Providers may also conduct a visual examination of you virtually and may ask you to conduct certain self-assessments such as taking your temperature or blood pressure. All of the information received from you is your PHI. You may withdraw your consent to receive Health Services at any time by ending your AV Appointment and consultation with the Health Services Provider.

In prescribing or communicating any diagnosis, course of treatment or medication to you, the Health Services Provider will seek your informed consent which requires the Health Services Provider to explain the diagnosis, treatment and risks and side effects associated with the diagnosis and treatment. You are encouraged to ask questions of the Health Services Provider regarding any diagnosis, treatment or medication that is prescribed or recommended to you to ensure that you understand the diagnosis, treatment and risk of side effects associated therewith.

Note that a Health Services Provider reserves the right to assess whether a person has the capacity to provide consent to his or her Health Services treatment on a case-by-case basis.

#### **Health Services for Minors**

#### Legal Guardian

In most circumstances, you must be 16 or older to use the Services without a parent or guardian present. If a Patient is under the age of 16, a parent or guardian must be present. During the AV Appointment, a guardian may be asked to provide identification or other information, whether written or via visual confirmation, to confirm that you are the patient's parent or guardian. If you provide any written confirmation of parentage or guardianship, it will form part of the Appointment Notes. If a patient is under 16 years of age and would like to have an AV Appointments without a parent or guardian present, you must provide us the verbal consent to conduct such appointment of the parent or guardian at the beginning of the AV Appointments at which point the parent or guardian may leave the video appointment.

# Without a guardian

In certain limited circumstances, if you book an appointment for yourself and you are 15 years of age, we can still conduct the AV Appointment if, after our Health Services Practitioner meets with you and determines, through the information you provide that you are mature and understand the nature of the Health Services that you are requesting. As with all other AV Appointments, we reserve the right to ask you to attend an in-person appointment with a heath care practitioner.

If you register as the parent or guardian on behalf of a minor, you are fully responsible for complying with these Terms of Use. The Health Services are not intended to replace the services of a paediatrician. The Terms of Use set out under the 'Consent to Treatment' and 'Privacy' sections apply to minors who receive Health Services.

#### Access to the Services

The Site will enable you to obtain access to Health Services Providers. We grant you a personal, revocable, non-exclusive and non-transferable license to permit you to use the Site and Technical Services, including downloading and installing any associated applications on your personal mobile phone device for the purpose of accessing the Site and Services in accordance with these Terms of Use.

As a condition of your use of the Site and Services, you warrant that: (1) you are 18 years of age or older (except as otherwise provided in "Health Services for Minors" above); (2) you possess the legal authority to create a binding legal obligation; (3) you will use the Site and Services in accordance with these Terms of Use; (4) all information supplied by you on the Site and Services is true, accurate, current, correct and complete; and (5) if you are accessing or using the Site and Services on behalf of another person, you represent and warrant that you have the authority to bind such person or entity to these Terms and Conditions.

The Site is provided solely (the "**Permitted Use**") to: (1) give you access to any Services offered to you through the Site, including access to the Health Services provided by Health Services Providers; (2) if applicable, facilitate any payments from you to us in respect of your use of the Site or the receipt of any uninsured Services through the Site; and (3) provide feedback and otherwise communicate with us in connection with any of the foregoing.

We retain the right to deny access to anyone to the Site and Services, at any time and in our sole discretion, if we deem that you have used the Site and Services in any manner contrary to the Permitted Use or if you have violated any of the terms of this Terms of Use.

We do not guarantee the availability of any particular Health Services Provider at any particular time. We will do what we can to arrange a consultation with a Health Services Provider as soon as possible, but do not guarantee to offer consultations within a particular time.

You can report a complaint relating to Health Services provided by a Health Services Provider on the Site by contacting (i) us at the email address provided below, and/or (ii) the professional regulatory college(s) in Alberta where the Health Services Provider is licensed or accredited.

#### **Your Obligations**

In the event access to the Site or a portion thereof is limited by requiring a user ID and password ("**Protected Site Areas**"), you agree to access Protected Site Areas using only your user ID and password as provided to you by SMG Virtual Care. You agree to protect the confidentiality of your user ID and password and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by SMG Virtual Care at any time with or without cause.

You agree to the following:

You agree that you are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account.

You agree not to allow others to access your account or utilize your password. Doing so will compromise the security of your account.

You agree that you will not:

Use this Site for any purpose in violation of local, provincial, national, or international rules, laws, or local ordinances.

You agree not to take photographs or video or audio recordings of the AV Appointment or to post the AV Appointment on social media, any streaming service, the internet or any other service.

Use this Site as a means to distribute advertising or other unsolicited material to any third party.

Use this Site to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity.

Attempt to disable, "hack," or otherwise interfere with the proper functioning of this Site.

Violate or attempt to violate the security of the Site, including, without limitation: - accessing data not intended for Site users or logging onto a server or an account which Site users are not authorized to access;

- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or

- accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

Use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Use any device, software, routine, or any other means to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Violations of system or network security may result in civil or criminal liability. SMG Virtual Care will investigate occurrences that may involve such violations and may

involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### Website Information

Certain fees and any other charges resulting from the Health Services may be appliable (the "Fees"). The Fees will accrue if you are resident outside of the Province of Alberta, the Health Services are not covered by Alberta Health Services or if you request that the Health Services Provider to prepare any documentation for a third party. The Fees may change from time to time; we will notify you of the fees during the AV Appointment before the relevant Heath Services are performed so that you have the opportunity to advise if you do not want to incur the Fees. The Fees are quoted and are payable in Canadian Dollars and, unless otherwise stated, and such Prices do not include shipping and handling charges, GST or other applicable taxes which will be added on top of the quoted Fee, but itemized separately. [This would be wise to include if you do have a price list: Current pricing can be found here. Although great care is taken in the production of the Site and description of the Services, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time.] You are responsible for all taxes applicable to the Fees in any applicable jurisdiction.

SMG Virtual Care does not collect your credit card information. The Fees will be processed by our service provider, Stripe.

We reserve the right to modify any information, material or content contained on or provided through the Site or Services (the "**Content**") at any time, and from time to time, without notice; but we have no obligation to update any Content on our site. Content does not include your Personal Health Information or your Personal Information. You agree that it is your responsibility to monitor changes Content to our site. The Content provided through the Site and Services (except as may be directly communicated to you by Health Services Providers) is not medical or clinical advice. The Content, Site and Technical Services were not designed or personalized for children or for you specifically. We do not make any endorsement, representation or warranty regarding the safety, appropriateness or effectiveness of the Content or the Technical Services.

The Site and Services are made available for use in Canada only. We are not responsible to comply with laws outside of Canada governing access to our Site and Services.

If we make any changes to the Site or opt to discontinue the provision of the Services through the Site, we shall not be liable to you or to any third-party for any such change.

#### Products

We do not sell any products on our Site.

#### **Third-Party Sites and Links**

Any links on this site may direct you to an affiliated party's websites or an unaffiliated third-party's websites. We are not responsible for examining or evaluating the content or accuracy of any other party's websites. We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

# **Personal Information**

Your submission of Registration Information, PI and PHI through the Site is governed by our Privacy Policy. By using our Site or Services, you consent to the Privacy Policy. https://online-doctor.ca/SMG%20Virtual%20Care%20Privacy%20Policy.pdf

# **Errors, Inaccuracies and Omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel AV Appointments if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Site or on any related website except as required by law. No specified update or refresh date applied in the Site or on any related website, should be taken to indicate that all information in the Site or on any related website has been modified or updated.

# **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using our Services or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c)to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (f) to collect or track the personal information of others; (g) to spam, phish, pharm, pretext, spider, crawl, or scrape; (h) for any obscene or immoral purpose; or (i) to interfere with or circumvent the security features of the Site or Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **Disclaimer Of Warranties; Limitation of Liability**

We do not warrant that the quality of the Site, Services, or other information obtained by you through the Site or Services will meet your expectations, or that any errors in the Service will be corrected. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Services will be accurate or error-free.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Services is at your sole risk. Unless prohibited by law, the Site, the Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall SMG Virtual Care, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Services, or for any other claim related in any way to your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### Indemnification

You agree to indemnify, defend and hold harmless SMG Virtual Care and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Use or the policies or documents they incorporate by reference, or your violation of any law or the rights of a third-party.

# Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### Miscellaneous

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

These Terms of Use and any separate agreements or policies whereby we provide you Services shall be governed by and construed in accordance with the laws of Alberta, Canada.

# **Contact Information**

Questions about the Terms of Use should be sent to us at privacy-officer@online-doctor.ca