

TERMS OF USE

The following terms of use (the “**Terms of Use**”) are a legally binding contract made between you (“**you**” or “**your**”) and WELLNESSTOOLBOX.CA. (“the **WELLNESSTOOLBOX.CA**,” “**us**,” or “**our**”). They describe how our services may be accessed and used, the ownership of content made available through our services, the application of our privacy policy (the “**Privacy Policy**,” available at www.wellnesstoolbox.ca), and how any disputes between you and WELLNESSTOOLBOX.CA may be resolved.

By accessing or using our services, you acknowledge that you have read and understood the Terms of Use and that you accept and agree to be bound by the Terms of Use. Please note that any access or use of our services is at the sole risk of the user.

SECTION 1 - INTERPRETATION

1.1 DEFINITIONS: In these Terms of Use, the following definitions apply:

“**Confidential Information**” has the meaning ascribed to it in subsection 2.5.

“**Copyright-Protected Works**” has the meaning ascribed to it in subsection 2.2.

“**Inventions**” has the meaning ascribed to it in subsection 2.2.

“**WELLNESSTOOLBOX.CA**,” “**us**,” and “**our**” means the WELLNESSTOOLBOX.CA website managed by the University of Alberta research team conducting the research study and any of its affiliates, and their respective directors, officers, employees, agents, contractors, successors, permitted assigns, and permitted sublicensees.

“**WELLNESSTOOLBOX.CA Property**” has the meaning ascribed to it in subsection 2.2.

“**Personal Information**” means information provided by you when opening an account with the WELLNESSTOOLBOX.CA, which may include your name, username, password, email address, phone number, mailing address, personal financial information, or any other demographic or identifying information provided by you or obtained by the WELLNESSTOOLBOX.CA, including your IP address. Personal Information is described further in the Privacy Policy.

“**Privacy Policy**” means the document available at www.wellnesstoolbox.ca as amended or supplemented by the WELLNESSTOOLBOX.CA from time to time.

“**Services**” has the meaning ascribed to it in subsection 2.1.

“**Submission**” means any information, text, graphics, images, or other content made public or submitted directly to any person using the Services.

“**Terms of Use**” means this document, as amended or supplemented by the WELLNESSTOOLBOX.CA from time to time.

“**Territory**” means Canada and the United States, in addition to any other territory identified in writing by the WELLNESSTOOLBOX.CA.

“**Third Party Materials**” means any websites, social media pages, applications, online marketplaces, software, servers, computer systems, networks, accounts, advertising, opinions, statements, products, services, or other materials that are provided or operated by third parties that are comprised by, linked to, or otherwise referenced in the Services.

“**Trademarks**” has the meaning ascribed to it in subsection 2.2.

“**You**” and “**your**” means you and any of your affiliates, and their respective heirs, directors, officers, employees, agents, contractors, successors, permitted assigns, and permitted sublicensees, as applicable.

1.2 HEADINGS: The bolded section and subsection headings used in these Terms of Use have been inserted for reference and a matter of convenience only, and do not define, limit, or enlarge the scope or meaning of these Terms of Use.

SECTION 2 - the WELLNESSTOOLBOX.CA SERVICES AND PROPERTY

2.1 WELLNESSTOOLBOX.CA SERVICES: The WELLNESSTOOLBOX.CA is a digital, online web-based platform that owns and controls online interfaces (e.g., website and mobile application(s)) that are available to users for the purpose of improving health and wellbeing. The services provided by the WELLNESSTOOLBOX.CA comprise all websites, social media pages, applications, online marketplaces, software, servers, computer systems, networks, accounts, advertising, and related services that may be provided or operated by the WELLNESSTOOLBOX.CA, whether provided in association with the WELLNESSTOOLBOX.CA marks or otherwise (collectively the “**Services**”). The Services may also include messaging, posting, commenting, forum, and other submission systems, through which the Vendor may make public or direct submissions of information, text, graphics, images, or other content (each a “**Submission**”), subject to the provisions of this Agreement.

2.2 WELLNESSTOOLBOX.CA PROPERTY: Except for Submissions, which are addressed separately in section 6, the following property is owned by the WELLNESSTOOLBOX.CA or licensed by the WELLNESSTOOLBOX.CA from the owner (collectively the “**WELLNESSTOOLBOX.CA Property**”):

- 2.2.1** all source code, software, text, databases, tables, graphics, images, music, sound recordings, videos, compilations, and other copyright-protected works that comprise the Services (collectively the “**Copyright-Protected Works**”);
- 2.2.2** all derivative works based on the Copyright-Protected Works, whether created jointly or solely by any person, at any time, without the requirement of additional consideration from the WELLNESSTOOLBOX.CA, unless otherwise agreed by the WELLNESSTOOLBOX.CA in writing;
- 2.2.3** all registered and unregistered trademarks used in association with the Services (collectively the “**Trademarks**”), including “WELLNESSTOOLBOX.CA”;

- 2.2.4 all inventions that comprise the Services (collectively the “**Inventions**”);
- 2.2.5 all improvements based on the Inventions, whether created jointly or solely by any person, at any time, without the requirement of additional consideration from the WELLNESSTOOLBOX.CA, unless otherwise agreed by the WELLNESSTOOLBOX.CA in writing; and
- 2.2.6 all trade secrets, confidential business information, and other intellectual property that comprise the Services.

2.3 PROTECTION OF the WELLNESSTOOLBOX.CA PROPERTY: You agree that the WELLNESSTOOLBOX.CA Property is protected by international treaties, statutes, legislation, regulations, and common law, regardless of whether the WELLNESSTOOLBOX.CA Property is registered or patented in any country. You also agree that the WELLNESSTOOLBOX.CA Property has commercial value as a result of its confidential or intellectual nature and that the WELLNESSTOOLBOX.CA will suffer irreparable harm in the event of any disclosure or infringement of the WELLNESSTOOLBOX.CA Property by any person.

2.4 NO WAIVER OR TRANSFER BY the WELLNESSTOOLBOX.CA: The disclosure of any the WELLNESSTOOLBOX.CA Property by the WELLNESSTOOLBOX.CA, whether through the Services or otherwise, does not constitute a waiver or transfer of any right in and to the WELLNESSTOOLBOX.CA Property.

2.5 CONFIDENTIAL INFORMATION: All the WELLNESSTOOLBOX.CA Property disclosed to you is deemed to be “**Confidential Information**” unless the WELLNESSTOOLBOX.CA Property is lawfully in the public domain; known to you prior to the receipt of the WELLNESSTOOLBOX.CA Property from the WELLNESSTOOLBOX.CA, provided that such prior knowledge can be substantiated; known to you from a source that legally derives such information independently of the WELLNESSTOOLBOX.CA; developed by you without reference to any the WELLNESSTOOLBOX.CA Property disclosed under these Terms of Use; or disclosed pursuant to law, regulation, or lawful order or process, provided that the owner of such information has prior knowledge of the disclosure and is permitted a reasonable opportunity to oppose or limit such disclosure.

2.6 DUTY OF CONFIDENTIALITY: You agree to hold the Confidential Information in strict confidence with at least a reasonable degree of care.

2.7 REPORTING DISCLOSURE: You must promptly report to the WELLNESSTOOLBOX.CA any actual or suspected breach of the provisions of these Terms of Use or any disclosure or loss of the Confidential Information and will take all reasonable action requested by the WELLNESSTOOLBOX.CA to prevent, control, or remedy any such breach, disclosure, or loss. In the event of any such breach, you agree the WELLNESSTOOLBOX.CA is entitled to at least preliminary and permanent injunctive relief in addition to costs on a solicitor-client basis.

2.8 TERMINATION: Upon termination of your license and account with the WELLNESSTOOLBOX.CA, and upon reasonable written notice from the WELLNESSTOOLBOX.CA, you must promptly return all Confidential Information in your

possession and provide the WELLNESSTOOLBOX.CA with written certification of the same. In such event, you must not retain any copies of Confidential Information after termination, including those stored on backup computer systems or in the cloud. Notwithstanding termination of this Agreement or anything else contained herein, your obligations of confidentiality and non-disclosure under this Agreement will survive termination for the maximum period of time allowed by law and, in any case, a period of not less than seven (7) years.

SECTION 3 - USER LICENSE

3.1 GRANT OF USER LICENSE: Subject to any limitations contained in these Terms of Use, the WELLNESSTOOLBOX.CA grants you a personal, non-assignable, non-sublicensable, non-exclusive, terminable, limited license to access and use the Services within the Territory for the following purposes only:

3.1.1 to access and use the Services for personal, educational purposes related to your health and wellbeing; and

3.1.2 to make Submissions.

3.2 LIMITATION OF LICENSE: Except as expressly provided in these Terms of Use, the WELLNESSTOOLBOX.CA reserves all rights in or to the Services and the WELLNESSTOOLBOX.CA Property. Without limiting the generality of the foregoing, you may not copy, modify, disclose, publish, transmit, create a derivative work from, reverse engineer, reverse assemble, or attempt to discover any source code for, access without authorization, display in association with any goods or services, pass off, infringe, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or to the Services or the WELLNESSTOOLBOX.CA Property, nor allow or induce any other person to do the same, without the prior written consent of the WELLNESSTOOLBOX.CA.

3.3 COMMUNICATIONS FROM the WELLNESSTOOLBOX.CA: By accessing or using the Services, you agree that the WELLNESSTOOLBOX.CA may communicate with you via email, text messages, e-messages, push notifications, phone, or otherwise through the Personal Information associated with your account. Such communications may include correspondence, information bulletins, and notices related to the Services, these Terms of Use, or the Privacy Policy.

3.4 AMENDMENT OF TERMS OF USE AND PRIVACY POLICY BY the WELLNESSTOOLBOX.CA: the WELLNESSTOOLBOX.CA may amend these Terms of Use and Privacy Policy at any time without prior notice to you. By continuing to access or use the Services after such modifications are made known to the public, you expressly agree to be bound by the amended Terms of Use and Privacy Policy.

3.5 MODIFICATION OR TERMINATION OF LICENSE BY the WELLNESSTOOLBOX.CA: the WELLNESSTOOLBOX.CA has the right at any time, for any reason, without notice to you and without liability, to: (i) terminate your license and account; (ii) terminate, modify, suspend, refuse, restrict, or discontinue access to or use of the Services, or any part of the Services, by you or any other person; (iii) amend or change the Services, or any part of the Services, and any corresponding policies or terms; and (iv) interrupt the operation of the

Services, or any part of the Services, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

3.6 DISCLOSURE OF INFORMATION BY the WELLNESSTOOLBOX.CA: the WELLNESSTOOLBOX.CA may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Except as may be expressly limited by the Privacy Policy, the WELLNESSTOOLBOX.CA reserves the right to disclose any information as the WELLNESSTOOLBOX.CA deems necessary to satisfy any applicable law, regulation, legal process, or lawful government request, or to edit, refuse to post, or to remove any Submissions, Contributions, Combinations, c-NFTs, or anything else, in whole or in part, at the WELLNESSTOOLBOX.CA's sole discretion, without notice to you, and without liability.

SECTION 4 - YOUR RIGHTS AND RESPONSIBILITIES

4.1 BOUND BY TERMS OF USE: By accessing or using the Services, or by creating an account with the WELLNESSTOOLBOX.CA, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by these Terms of Use. Failure to comply with these Terms of Use may, without limitation, result in the immediate termination of your license, account, or your access to and use of the Services.

4.2 AGE OF MAJORITY: You must be at least eighteen (18) years old to create an account and/or access or use the Services.

4.3 TERMINATION OF LICENSE BY USER: You have the right to terminate your license and account with the WELLNESSTOOLBOX.CA at any time. You may make a termination request to the WELLNESSTOOLBOX.CA by sending an email to talktous@wellnesstoolbox.ca. If you terminate your license and account, you may not access or use the Services.

4.4 ACCOUNTS: You may be required to open an account and create a username and password to access or use the Services in whole or in part. If you choose to open an account with the WELLNESSTOOLBOX.CA, you may be required to provide the WELLNESSTOOLBOX.CA with Personal Information. Any Personal Information that you provide to the WELLNESSTOOLBOX.CA must be accurate and truthful. the WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs that you or any other person incur as a result of providing Personal Information that is not accurate or truthful.

4.5 ACCOUNT INACTIVITY: If your account is inactive (not logged in or otherwise accessed) for a period of thirty (90) days, the WELLNESSTOOLBOX.CA may terminate your license and account or delete any data linked to your account (i.e. Personal Information, Submissions, etc.).

4.6 ACCOUNT SECURITY: You are responsible for maintaining the security of your account and the confidentiality of your username and password. You are also responsible for all activity that occurs under your account, regardless of whether that activity is caused or authorized by you. You must notify the WELLNESSTOOLBOX.CA immediately upon learning of any unauthorized use of your account, username, or password, or any other breach of security. Notwithstanding such notice, you may still be held liable for damages, losses, or costs incurred by the WELLNESSTOOLBOX.CA or any other person due to unauthorized use of your account, username, or password by any person. The WELLNESSTOOLBOX.CA will not be held liable for

any damages, losses, or costs that you or any other person incur as a result of any unauthorized use of your account, username, or password.

4.7 NO UNAUTHORIZED USE: You may not use the account, username, or password of any other person without their consent. The WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs that you or any other person incur as a result of using the account, username, or password of another person.

4.8 NO UNAUTHORIZED ACCESS OF PERSONAL INFORMATION: If you access any information that you are not authorized to access, including, without limitation, Personal Information of another person, whether by mistake or otherwise, you must notify the WELLNESSTOOLBOX.CA immediately and destroy all copies of the accessed information in your possession. the WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs that you or any other person incur as a result of accessing any such information.

4.9 NO UNLAWFUL USE: You must comply with all laws and regulations that apply to your access and use of the Services. You agree that you will not access or use the Services in violation of any such laws or regulations, these Terms of Use, the Privacy Policy, or any other policy adopted by the WELLNESSTOOLBOX.CA and made public at any time. You further agree that you will not access or use the Services: (i) for any purpose that could interfere with the access or use of the Services by any other person; (ii) for any purpose that could damage, disable, overburden, or impair the accounts, servers, computer systems, or networks of any person; (iii) to gain unauthorized access to the accounts, servers, computer systems, or networks of any person through hacking, password mining, or any other means; (iv) to gain access to any accounts, servers, computer systems, networks, information, data, or other materials not intended by the WELLNESSTOOLBOX.CA to be made accessible to you; or (v) for any other unlawful, tortious, wrongful, malicious, fraudulent, negligent, nuisance, or unauthorized purpose. Without limiting the generality of the foregoing, you agree that you will not:

- 4.9.1** make any Submissions or otherwise transmit any materials that are defamatory, hateful, discriminatory, abusive, threatening, harassing, harmful, violent, dangerous, immoral, vulgar, obscene, sexually explicit, or otherwise objectionable by the WELLNESSTOOLBOX.CA;
- 4.9.2** make any Submissions or otherwise transmit any materials that contain viruses or other computer code that may infect, access, obtain information from, or interfere with the accounts, servers, computer systems, or networks of any person;
- 4.9.3** make any Submissions or otherwise transmit any materials that comprise unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes,” or any other form of solicitation, commercial or otherwise;
- 4.9.4** make any Submissions or otherwise transmit any materials that you do not have a right to create, upload, make, transmit, disclose, publish, or display, or that infringes the intellectual property rights of any person;

- 4.9.5 remove, modify, or obscure any author attributions, legal notices, or proprietary designations that exist in respect of any Submissions or other materials that you make or transmit;
- 4.9.6 remove, modify, or obscure any Submissions or other materials that are made or transmitted by any other person;
- 4.9.7 create a false identity for the purpose of misleading others or impersonating any person, or falsely state or otherwise misrepresent your affiliation with any person;
- 4.9.8 create or upload any Submissions or otherwise transmit any materials in a manner that adversely affects the availability of the Services to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text within any submission systems);
- 4.9.9 associate the Services, any part of the Services, or any reference to the Services (i.e. screenshots, reviews, descriptions, comparisons) with any person, mark, website, or anything else without the express written consent of the WELLNESSTOOLBOX.CA;
- 4.9.10 create, upload, make, transmit, disclose, or publish the Services, any part of the Services, or any reference to the Services (i.e. screenshots, reviews, descriptions, comparisons) in a manner that is disparaging or may cause harm to the reputation of the Services or the WELLNESSTOOLBOX.CA;
- 4.9.11 probe, scan, test the vulnerability of or breach the authentication measures of, the Services or any related servers, computer systems, or networks;
- 4.9.12 make an account, attempt to make an account, terminate an account, attempt to terminate an account, subscribe, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any person from any products or services, including the Services, if you are not expressly authorized by that person to do so;
- 4.9.13 harvest or otherwise collect information about any other person, including Personal Information; or
- 4.9.14 use any robot, spider, scraper, or other automated or manual means to access or use the Services, or copy any information from the Services.

SECTION 5 - PRIVACY POLICY

5.1 PRIVACY POLICY: The terms of the WELLNESSTOOLBOX.CA Privacy Policy (available at www.wellnesstoolbox.ca) apply to your access and use of the Services and are expressly incorporated into these Terms of Use. the WELLNESSTOOLBOX.CA encourages you to read and become familiar with the Privacy Policy.

SECTION 6 - SUBMISSIONS

6.1 OWNERSHIP OF SUBMISSIONS: By submitting any Submissions, you agree that the WELLNESSTOOLBOX.CA will become the exclusive owner of such Submissions in exchange for providing you with access to and use of the Services. Without limitation, the WELLNESSTOOLBOX.CA may remove, delete, modify, or use such Submissions for any purpose, at the WELLNESSTOOLBOX.CA's sole discretion, without notice to you, without liability, and without the requirement of additional consideration from the WELLNESSTOOLBOX.CA. You represent and warrant that any Submissions are original works authored solely by you and, furthermore, comply with all provisions of subsection 4.8 in these Terms of Use.

SECTION 7 - WARRANTIES AND INDEMNIFICATION

7.1 NO WARRANTY: the WELLNESSTOOLBOX.CA MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ABOUT the SERVICES, the WELLNESSTOOLBOX.CA PROPERTY, SUBMISSIONS, OR ANY OTHER SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, the WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, QUALITY, AVAILABILITY, OPERABILITY, ENDORSEMENT, USE OR APPLICATION, CONDITION, ACCURACY, COMPLETENESS, OWNERSHIP, OR VALUE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU AGREE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, OR GUARANTEE MADE BY the WELLNESSTOOLBOX.CA. YOU FURTHER AGREE THAT ANY GOODS, SERVICES, INFORMATION, OR ANYTHING ELSE MADE AVAILABLE, LICENSED, ASSIGNED, SOLD, TRADED, TRANSFERRED, OR DISCLOSED BY the WELLNESSTOOLBOX.CA IS PROVIDED 'AS IS' AND 'WITH ALL FAULTS' AND YOU WAIVE ANY RIGHT, CLAIM, OR CAUSE OF ACTION THAT MIGHT OTHERWISE ARISE OUT OF the ACCESS OR USE OF the SAME BY ANY PERSON. THE MATERIAL ON THE ON THE WELLNESSTOOLBOOX.CA PLATFORM IS NOT A SUBSTITUTE FOR THE ADVICE OF A QUALIFIED HEALTH PROFESSIONAL. THIS MATERIAL IS INTENDED FOR GENERAL INFORMATION ONLY AND IS PROVIDED ON AN "AS IS", "WHERE IS" BASIS. ALTHOUGH REASONABLE EFFORTS WERE MADE TO CONFIRM THE ACCURACY OF THE INFORMATION, THE UNIVERSITY OF ALBERTA RESEARCHERS DO NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, APPLICABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH INFORMATION. THE UNIVERSITY OF ALBERTA RESEARCHERS EXPRESSLY DISCLAIM ALL LIABILITY FOR THE USE OF THESE MATERIALS, AND FOR ANY CLAIMS, ACTIONS, DEMANDS, OR SUITS ARISING FROM SUCH USE.

7.2 INDEMNIFICATION BY VENDOR: YOU AGREE TO HOLD the WELLNESSTOOLBOX.CA HARMLESS FROM ANY AND ALL DAMAGES, LOSSES, AND COSTS INCURRED BY the WELLNESSTOOLBOX.CA, INCLUDING COSTS ON A SOLICITOR-CLIENT BASIS, RESULTING FROM the ACCESS OR USE BY YOU, OR ANY OTHER PERSON WHO GAINS ACCESS OR USE THROUGH YOU, OF ANY GOODS, SERVICES, INFORMATION, OR ANYTHING ELSE MADE AVAILABLE, LICENSED,

ASSIGNED, SOLD, TRADED, TRANSFERRED, OR DISCLOSED BY the WELLNESSTOOLBOX.CA. FURTHER, YOU AGREE TO DEFEND AND INDEMNIFY the WELLNESSTOOLBOX.CA FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, OR COSTS INCURRED BY the WELLNESSTOOLBOX.CA, INCLUDING COSTS ON A SOLICITOR-CLIENT BASIS, ARISING FROM YOUR RECKLESSNESS, NEGLIGENCE, NUISANCE, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR BREACH OF ANY OF the TERMS HEREIN. the WELLNESSTOOLBOX.CA RESERVES, AND YOU GRANT TO US, the RIGHT TO ASSUME EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER.

7.3 LIMITED REMEDIES: IN NO EVENT WILL the WELLNESSTOOLBOX.CA BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, REMOTE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUES, GOODWILL, OR DATA, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THESE TERMS OF USE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER the WELLNESSTOOLBOX.CA WAS ADVISED OF the POSSIBILITY OF SUCH DAMAGES.

7.4 FORCE MAJEURE: the WELLNESSTOOLBOX.CA will not be liable for any damages, losses, or costs incurred by any person that arise from causes that are beyond our control, including without limitation, any acts or omissions of another person, weather events, adverse production conditions, embargo, quarantine measures, or other government act, compliance with government requests or laws, shortage of materials, delay in transportation, shutdowns of production facilities or equipment failure, or other such acts or omissions.

7.5 USERS ARE NOT AGENTS OF the WELLNESSTOOLBOX.CA: the WELLNESSTOOLBOX.CA is not responsible for ensuring that any person who accesses or uses the Services is qualified, competent, authorized in any way, or is accessing or using the Services in a manner that is appropriate, legal, or otherwise permitted by the WELLNESSTOOLBOX.CA in accordance with these Terms of Use. the WELLNESSTOOLBOX.CA does not represent, warrant, guarantee, endorse, or ratify the actions, information, advice, goods, or services of any person who accesses or uses the Services, nor does the WELLNESSTOOLBOX.CA have any obligation to investigate or take any action against any person. Notwithstanding the foregoing, if you identify any person who is accessing or using the Services in violation of these Terms of Use, please notify the WELLNESSTOOLBOX.CA at talktous@wellnesstoolbox.ca.

7.6 DISCLAIMER OF TYPOGRAPHICAL ERRORS: The Services may comprise technical inaccuracies or typographical errors. the WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs incurred by any person as a result of any such inaccuracies or errors, nor does the WELLNESSTOOLBOX.CA have any obligation to identify and/or correct any such inaccuracies or errors.

7.7 DISCLAIMER OF VIRUSES: the WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs incurred by any person as a result of viruses, malware, disabling code, or malicious code contained within or transmitted by the Services.

7.8 DISCLAIMER OF THIRD PARTY MATERIALS: The Services may comprise, link to, or otherwise reference websites, social media pages, applications, online marketplaces, software, servers, computer systems, networks, accounts, advertising, opinions, statements, products, services, or other materials that are provided or operated by third parties, including vendors (“**Third Party Materials**”). You understand that the WELLNESSTOOLBOX.CA has no control or responsibility over such Third Party Materials and does not make any representations, warranties, guarantees, or endorsements of any kind in respect of the same. the WELLNESSTOOLBOX.CA will not be held liable for any damages, losses, or costs incurred by any person as a result of accessing or using any Third Party Materials.

SECTION 8 - DISPUTE RESOLUTION

8.1 ARBITRATION: Any dispute, complaint, claim, or cause of action arising out of or relating to the interpretation, application, or breach of these Terms of Use will be adjudicated by arbitration in accordance with the *Alberta Arbitration Act*, RSA 2000, c A-43, as amended. Unless otherwise agreed by you and the WELLNESSTOOLBOX.CA in writing, arbitration must be conducted in the City of Edmonton, Province of Alberta.

8.2 APPEAL FROM ARBITRATION: Any appeal from arbitration will fall under the exclusive jurisdiction of the courts sitting in the City of Edmonton, Province of Alberta, as well as the federal and appeal courts sitting in the Province of Alberta.

8.3 GOVERNING LAW: These Terms of Use are governed by the applicable legislation of the Province of Alberta and federal statutes of Canada.

SECTION 9 - GENERAL

9.1 ENTIRE AGREEMENT: These Terms of Use represent the entire agreement made between you and the WELLNESSTOOLBOX.CA regarding the subject-matter contained herein. These Terms of Use expressly supersede any conflicting terms contained in prior agreements, correspondence, and other communications between you and the WELLNESSTOOLBOX.CA, whether express or implied and whether made in writing or otherwise.

9.2 NO AGENCY: Nothing in these Terms of Use will be construed to create an agency, partner, joint venture, or employee/employer relationship between the parties.

9.3 AMBIGUITIES: You agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of these Terms of Use.

9.4 SEVERABILITY AND WAIVER: The provisions of these Terms of Use are severable, and if any provision herein is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be affected. The failure by the WELLNESSTOOLBOX.CA to insist on the performance of any provision of these Terms of Use will in no manner affect the right of the WELLNESSTOOLBOX.CA to enforce the same, and the waiver by the WELLNESSTOOLBOX.CA of any breach will not be construed to be a waiver of any succeeding breach of such provision or any other provision herein.

9.5 SURVIVAL: Any provisions of these Terms of Use that ought to survive termination of your license and account will survive termination for the maximum period of time permitted by law, including without limitation, the provisions of sections 1, 2, 7, and 8.

9.6 ENUREMENT: These Terms of Use ensure to the benefit of the parties and their respective heirs, successors, and permitted assigns. These Terms of Use are binding on the parties and their heirs, successors, and permitted assigns.

SECTION 10 - CONTACT the WELLNESSTOOLBOX.CA

10.1 CONTACT: the WELLNESSTOOLBOX.CA welcomes any comments or questions you may have regarding these Terms of Use, the Privacy Policy, or our Services. Please send any comments or questions to: talktous@wellnesstoolbox.ca.

10.2 DATE: These Terms of Use were last updated on 15 November 2023. Please check back periodically for updates and changes.