

Terms of Use (Agreement)

Introduction

Welcome to Complete Health Collective (“**CHC**”, “**we**”, “**us**”). These Terms of Use (referred to as “**Terms**”) outline the agreement between you (“**User**,” “**you**,” or “**your**”) and CHC. By accessing or using the CHC Platform, including any content, services, features, or applications offered (collectively referred to as the “**Platform**”), you agree to abide by these Terms. If you do not agree with these Terms, please refrain from using our services.

The CHC Platform is designed to connect Users with Authorized Providers to facilitate healthcare services and related activities. It's important to carefully read and understand these Terms as they govern your use of the Platform. CHC reserves the right to modify, update, or change these Terms, and any continued use of the Platform constitutes acceptance of the revised Terms.

Please review our Privacy Policy, which forms part of these Terms and governs how CHC collects, uses, and protects your personal and personal health information. These Terms, combined with the Privacy Policy, represent the full agreement between Users and CHC regarding the use of the CHC Platform.

CHC may offer additional services, features, or functionalities that may have separate terms or policies. By using such services, you agree to comply with those additional terms and policies.

If you have any questions or require clarification about these Terms, please contact us at [contact information].

Thank you for choosing Complete Health Collective.

The CHC Platform and Services

CHC platform allows registered users (“**Users**”) to access telehealth services provided by healthcare providers registered to practice in a province or territory of Canada (referred to as “**Authorized Providers**”). These services, delivered through text, audio, and video technology, are a form of telehealth where patient and healthcare provider aren't physically co-located.

MHC User: An MHC User is a specific type of User who is registered to use the Mochi Health Corp. application. Unless a distinction is made, the term “**Users**” includes all Users, including MHC Users.

Telehealth, as provided through the CHC Platform, represents a mode of healthcare delivery facilitated by interactive text, audio, and/or video technologies. Notably, telehealth allows for consultations between patients and healthcare providers without the necessity of both parties being in the same physical location. The services provided under this telehealth umbrella are referred to in these Terms as "**Healthcare Services.**"

The CHC Platform also facilitates the secure storage, management, and sharing of personal and personal health information (PHI) between Users and Authorized Providers. Additionally, it allows electronic receipt and storage of prescriptions, sick notes, and relevant medical documents.

Beyond these services, CHC offers optional features. Users can choose to securely share summaries of consultations with their chosen healthcare providers, transmit prescriptions to their preferred pharmacies, receive notifications when prescriptions are ready for pick-up, and create accounts with prescription delivery services, among other optional services.

CHC might introduce further optional services over time to enhance the overall user experience.

Acceptance of Terms

By accessing or using the CHC Platform, you acknowledge that you have read, understood, and agreed to comply with these Terms of Use. Your continued use of the CHC Platform indicates your explicit consent to be bound by these Terms.

If you disagree with any part of these Terms, you must refrain from accessing or using the CHC Platform.

CHC reserves the right to modify, update, or revise these Terms at any time. Changes will be effective upon posting the revised Terms on the CHC Platform. It's your responsibility to periodically review these Terms for any updates or modifications. Your continued use of the CHC Platform following any changes constitutes your acceptance of those changes.

Changes to Terms

CHC reserves the right to amend, modify, or update these Terms of Use as necessary. The updated version of these Terms will be posted on the CHC Platform, and the revised date will be noted at the top of the page. We may also notify users of material changes through their registered contact information or via a notice on the platform.

By continuing to use the CHC Platform after the updated Terms are posted, you agree to be bound by the revised Terms. If you do not agree with the modified Terms, you must discontinue using the platform.

Please review these Terms periodically to stay informed about any changes.

Nature and Scope of Healthcare Services

1. **Authorized Providers and User Relationship:** Only licensed health professionals are authorized to deliver Healthcare Services. These professionals might be Authorized Physicians or Authorized Non-Physician Providers. Authorized Physicians are registered to practice medicine in at least one province or territory of Canada, while Authorized Non-Physician Providers are other regulated health professionals, such as psychotherapists or nurses, registered to practice their profession within Canada.
2. **Telehealth Licensing Requirements:** Each Canadian province and territory maintains its regulations for telehealth practice. The location of the Authorized Providers might differ from your residence. The platform provides information on the location of these providers during consultations and encourages accessing additional information from the relevant regulatory bodies to understand the provider's practice location.
3. **Primary Care Disclaimer:** Healthcare Services provided through this platform do not substitute appointments with your regular primary care provider. Users are encouraged to notify their primary care provider about the services received for comprehensive care. The platform allows Users to forward summaries of the Healthcare Services to their primary care providers for reference.

Eligibility

To create an account and to access and use the CHC Platform (referred to as the "**CHC-Account**"), you must meet the following criteria:

- **Age Requirements:** Users must be at least 18 years old. Users associated with institutional clients of CHC, meeting specific age and eligibility criteria as established by the client, can be registered.
- **Residency:** Users must be temporary or permanent residents of a Canadian province or territory.
- **Registration:** Users must complete the registration process with CHC.

Furthermore, Users can register individuals for whom they have the legal authority to make healthcare decisions, referred to as Registered Dependents. If accessing the CHC Platform for Registered Dependents, Users must create separate profiles for each individual, including required personal information.

These eligibility criteria are subject to change, and supplementary terms specific to certain Users may apply. CHC retains the right to approve or deny registrants as Users, irrespective of meeting eligibility criteria.

User Conduct:

While using the CHC Platform, you agree to:

- **Compliance:** Abide by all applicable laws and regulations.
- **Account Security:** Maintain the confidentiality of your CHC-Account login credentials and not disclose them to anyone. Ensure responsible usage and appropriate conduct when communicating through the CHC Platform, including interactions with Authorized Providers.
- **Platform Usage:** Solely use the CHC Platform for personal and non-commercial purposes.
- **Authorized Provider Communication:** Communicate with Authorized Providers exclusively through the CHC Platform. CHC does not have jurisdiction over interactions unrelated to Healthcare Services or platform usage.

Nature and Extent of Healthcare Services:

Authorized Providers and User Relationship

- Only regulated healthcare professionals are permitted to administer Healthcare Services.
- Authorized Providers may fall into two categories: Authorized Physicians or Authorized Non-Physician Providers.
- "**Authorized Physicians**" are physicians licensed to practice medicine in one or more Canadian provinces or territories.
- "**Authorized Non-Physician Providers**" encompass regulated healthcare professionals other than physicians, such as psychotherapists or nurses, licensed to practice their respective professions in a Canadian province or territory.

Telehealth Licensing Regulations:

- Depending on your place of residence, Authorized Providers may not necessarily be physically located within your specific province or territory when delivering Healthcare Services to you.
- Each Canadian province and territory has established its own guidelines concerning telehealth practice and the associated conditions.
- We provide information regarding the jurisdiction in which Authorized Providers are based when facilitating your consultation with them. This information can also be accessed on our website.
- For more detailed information, please refer to the respective regulator, typically known as the "**College**" of the relevant regulated health profession (e.g., the "**College of**

Physicians and Surgeons"). Most, if not all, health profession regulators in Canada maintain a register of their members, accessible through their official website.

Complementary, Not Substitutive of Primary Care:

- If you do not have a primary care provider, we encourage you to seek one.
- Healthcare Services should not be considered a replacement for your routine primary care provider appointments.
- It is strongly recommended that you inform your primary care provider of the Healthcare Services you've obtained and the rationale behind seeking them. This includes any prescribed medications.
- CHC does not automatically furnish your primary care provider with a report on the Healthcare Services you have received.
- Your primary care provider may request information on what the Authorized Provider diagnosed. To aid you in conveying this information, the CHC Platform allows you to forward a summary of your Healthcare Services to the healthcare provider of your choice.

Terms of Use for Healthcare Services:

By receiving Healthcare Services, you acknowledge and agree to the following terms and conditions:

Information Sharing: Providing the information requested by the Authorized Provider is your responsibility. Failure to do so may impact the provision of Healthcare Services.

Provider Responsibility: Authorized Providers are solely responsible for the Healthcare Services they deliver, including adherence to care standards, record-keeping, privacy law compliance, and professional obligations.

Independent Authorized Providers: Authorized Providers are independent contractors who choose to use the CHC Platform for providing Healthcare Services. They are not employees or agents of CHC, and the relationship between you and an Authorized Provider is a direct health professional-patient relationship, with CHC not involved.

CHC Platform's Role: The CHC Platform serves as a technology interface connecting Users (including Registered Dependents) with Authorized Providers for Healthcare Services. CHC does not provide Healthcare Services and is not registered to do so.

Requests for Self or Dependents: You may only request Healthcare Services for yourself or your Registered Dependents.

No Guarantees: Similar to other healthcare consultations, results are not guaranteed or assured with Healthcare Services. An Authorized Provider may determine that they cannot provide the services you require or find them unsuitable, discontinuing the services at their discretion.

Provincial Variations: The availability of Healthcare Services may vary depending on your province or territory of residence and your location at the time of the service request due to differing telehealth regulations.

Ineligible Symptoms: Certain symptoms cannot be treated through Healthcare Services, including chest pains, difficulty breathing, fever in children under 3 months, blackouts, severe impairment in consciousness, stroke-like symptoms, severe abdominal pain preventing walking.

Prescription Usage: Prescriptions received from an Authorized Provider are for personal use by the individual named on the prescription. Ensure you thoroughly read all product information and labels and consult a physician or pharmacist with any questions about the prescription or medication.

Prescription Limitations: Authorized Providers, unless part of an ongoing treating relationship, cannot prescribe specific medications, including narcotics, controlled substances, non-therapeutic drugs, and others with abuse potential.

Reporting Drug Reactions: Do not report drug reactions, side effects, or adverse events through the CHC Platform. Instead, report these events to your primary care provider or the nearest walk-in clinic or emergency room. In emergencies, call 911.

Follow-Up Care: Seek emergency assistance or follow-up care as advised by an Authorized Provider. The CHC Platform is not for emergency healthcare. If you believe you have an emergency, call 911 or visit your nearest emergency room immediately.

Risks: Using Healthcare Services involves inherent risks, including telehealth-specific risks such as limitations in transmitting information. Additional risks associated with electronic information transmission are outlined in CHC's Privacy Policy.

Business Terms:

As a condition of using the CHC Platform, you must acknowledge and agree to the following:

Provider Fees and Service Fees:

You will incur a Provider Fee for any Uninsured Healthcare Services provided by an Authorized Provider ("**Provider Fee**"). Additionally, you will be charged a Service Fee for your use of the CHC Platform ("**Service Fee**"). These combined charges constitute the "Fees," unless a third-party payer (e.g., employer or insurer) with an agreement with CHC covers these Fees.

Uninsured Healthcare Services:

Some healthcare services, known as "**Uninsured Healthcare Services**," require payment when they are not covered or insured by the health plan of your province or territory of residence (referred to as the "**Health Plan**"). The Provider Fees are applicable only to Uninsured Healthcare Services.

Insured Healthcare Services:

Insured Healthcare Services, which are covered by your Health Plan and do not require payment, may be accessed if you meet the eligibility criteria established by your Health Plan.

Payment Responsibility:

You are responsible for paying all relevant fees, as detailed in Section (Payment, Fee Options) below and subject to periodic amendments. If you have any questions regarding Provider Fees for Healthcare Services, we encourage you to reach out to us for clarification.

Privacy:

1. **Collection and Use of PHI:** Personal and Personal Health Information (PHI) provided by users is primarily collected by the Authorized Providers delivering healthcare services, as elaborated in the Privacy Policy. This includes details regarding the collection, use, disclosure, retention, and destruction of PHI by CHC. The Privacy Policy is an integral part of the Terms, and it's imperative to review it before agreeing to the CHC terms.
2. **Data Protection:** The Privacy Policy outlines measures adopted by CHC to protect user data, ensuring compliance with data privacy laws and regulations. This includes the methods and safeguards employed to secure and manage information stored within the CHC Platform.
3. **User Consent and Settings:** Users retain control over their data. The Privacy Policy covers how users can manage their consent settings, including choices related to data sharing, usage, and access.
4. **Third-Party Disclosures:** Details concerning any sharing of information with third-party entities, when applicable, are articulated in the Privacy Policy. This includes circumstances where information is shared with third-party payers for billing purposes.

User representations and warranties:

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

- Your utilization of the CHC Platform will be strictly for personal and non-commercial purposes.
- You possess the legal authorization to act on behalf of your Registered Dependents, particularly in making decisions regarding their healthcare.
- You and your Registered Dependents satisfy the Residency Requirements both currently and at any point in time when Healthcare Services are sought or provided.

Scheduling and Cancellations

CHC uses third party technology services to enable convenient digital scheduling and rescheduling of appointments or cancellations. This includes appointment reminders via email or text messages. You can change or cancel your appointment conveniently via your patient portal or by emailing admin@completehealthcollective.com.

Cancellations or requests to appointment changes made less than 24 hours prior your scheduled appointment time may lead to un-used provider time and will be considered and handled as no show, subject to the Fee section below.

Termination and Consequences of Termination:

CHC reserves the right to terminate your access to the CHC Platform and participation in any CHC Programs at any time, for any reason, by providing notice to you using a method of its choice. These Terms will remain in effect as long as you have access to the CHC Platform or participate in any CHC Programs, even if either party decides to terminate the use of a specific aspect of the CHC Platform or CHC Programs. If CHC terminates your CHC-Account, its obligation to provide you with access to the CHC Platform will cease, except in cases where CHC is obligated to provide access to your PHI. You may close your Account at any time, without specifying a reason, by logging into your CHC-Account using the provided link. The Privacy Policy contains details regarding the management of your PHI upon closing your CHC-Account.

Ownership and Proprietary Rights:

All content, including but not limited to designs, graphics, images, software, music, artwork, videos, trademarks, and other materials displayed on the CHC Platform, is either owned or

licensed by CHC. These materials are protected by copyright, trademark, and other intellectual property laws.

As a condition of using the CHC Platform, you must acknowledge and agree to the following:

- All rights, titles, and interests in the CHC Platform, materials provided by CHC in connection with these Terms (including the Content), and any updates, adaptations, translations, customizations, or derivative works, as well as all intellectual property rights, will remain with CHC (or third-party suppliers, as applicable). The CHC Platform and materials provided by CHC are licensed to you and are not "sold."
- Except for your personal confidential use, you shall not reproduce, duplicate, or copy content from the CHC Platform, whether by printing or electronic saving, without the express written consent of CHC. You agree to respect all copyright notices displayed on the CHC Platform.
- You may not decompile, disassemble, reverse engineer, or attempt to uncover any source code within the CHC Platform.
- Reproducing, duplicating, copying, selling, reselling, or exploiting any aspect of the CHC Platform for commercial purposes is strictly prohibited.
- You may not attempt to gain unauthorized access to or disrupt any aspect of the CHC Platform, its related systems, or networks.

Content.

1. Disclaimer Regarding Content:

Except for Healthcare Services, no information or material ("Content") on the CHC Platform should be considered as health professional advice, treatment, diagnosis, or an endorsement of specific medications or treatments for individuals. The Content is intended solely for informational purposes. It is crucial to consult with your primary care provider or a qualified healthcare professional before relying on any Content, and any reliance on such information is at your discretion and risk.

2. Information Accuracy

Please note that materials or information presented on the CHC Platform may contain technical, typographical, or photographic errors. CHC does not provide warranties regarding the accuracy or current status of these materials.

Disclaimer and Limitation of Liability:

The CHC Platform is provided on an "as is" and "as available" basis. CHC disclaims all representations and warranties, whether express, implied, or statutory, that are not explicitly outlined in these Terms. This includes the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Additionally, CHC does not provide any representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services accessed through the CHC Platform. There's no assurance that the services will be uninterrupted or error-free. CHC does not guarantee the quality, suitability, or safety of Healthcare Services, and you agree to accept all risks associated with using the CHC Platform and any associated Healthcare Services. You are responsible for ensuring that any referral you make to CHC complies with applicable laws, including Canada's Anti-Spam Legislation (CASL).

CHC, which encompasses its directors, officers, employees, shareholders, affiliates, agents, and independent third-party contractors, shall not be held liable for any damages, losses, or liabilities arising from: (i) your reliance on or use of the CHC Platform and/or Healthcare Services, or your inability to access or use them, or any delays in doing so; or (ii) any transaction or relationship between you and an Authorized Provider. CHC is not responsible for any information stored or recorded on any device or network, whether public or private, used to access the CHC Platform. Specifically, CHC will not be liable under any circumstances 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 resulting from the use of the CHC Platform or Healthcare Services provided by Authorized Providers.

Indemnity.

You agree to indemnify and hold CHC (including its directors, officers, employees, agents, and shareholders) harmless from any and all claims, demands, losses, liabilities, and expenses, including reasonable legal fees, arising from: (i) your use of the CHC Platform and Healthcare Services acquired through it; (ii) any breach or violation of these Terms by you; or (iii) any violation of the rights of a third party, including Authorized Providers, other Users, individuals on whose behalf you request Healthcare Services, and referred friends. The CHC Platform offers certain services not provided by CHC, identified to you for your convenience, such as prescription delivery services. For services not directly provided by CHC, you will be notified in advance. If you proceed with using these services, you acknowledge and agree that you are contracting with the service provider, not CHC.

Fees.

CHC might offer diverse payment choices and/or membership plans for Users to utilize the CHC Platform and access Healthcare Services. Different plans might come with unique terms and conditions, disclosed at the time of sign-up or when modifying your payment or membership plan preferences. Once you've signed up, the specific details related to your payment option and/or membership plan can be found in CHC-Account. Here are the payment options used by CHC. Not all options are available to every User:

1. **Insured Healthcare Services:** These don't necessitate the payment of Provider Fees. To access them, you should possess a valid health card or personal health number for the province or territory in which your visit is to be claimed by Authorized Providers. The number must have active coverage for the date you're receiving Healthcare Services. Users can consult with an Authorized Provider covered by the Health Plan once per calendar day for the offered Healthcare Service. However, if you're found ineligible for coverage, you may need to pay Provider Fees for Healthcare Services not covered.
2. **Pay-per-visit option:** For Uninsured Healthcare Services, you pay Fees at the time of your request. Credit card information is necessary before Healthcare Services are provided to ensure validation. If your credit card details are incorrect or the card is declined at validation, you can't start accessing Healthcare Services. CHC, on behalf of Authorized Providers, validates your card and places a hold on the amount of Fees. The charge will only be processed after you've received the corresponding Healthcare Services, and a receipt will be provided.
3. **Membership option:** You can purchase access to specified Uninsured Healthcare Services during a set membership term for a fixed Membership Fee. The terms and conditions, the services covered, and the Fee details will be outlined in additional membership terms provided to you when buying the membership. Your membership renews automatically unless canceled, and any changes in Membership Fees are communicated in advance.
4. **Third Party Payment/Coverage:** CHC might allow a third party (like an employer or insurer) to cover the Fees or Membership Fee for Uninsured Healthcare Services. Users might have additional terms when under third party coverage. CHC notifies Users of any changes or termination in third party coverage.
5. **Administration of Provider Fees for Uninsured Healthcare Services:** CHC helps manage the direct payment of Provider Fees to Authorized Providers through the credit card validation and processing described above. This process is treated as if the payment was made directly to the Authorized Provider.
6. **Currency, Taxes:** All Fees for Uninsured Healthcare Services are in Canadian dollars and Service Fees include applicable taxes based on your billing location.
7. **Cancellations and No Show Fees:** Clients are responsible for keeping their scheduled appointment time with CHC providers. Cancellations are accepted up to 24 hours prior to your appointment time. Cancellations made within 24 hours of your scheduled appointment will be handled as a no show ("No Show"). In the case of No Show, you are required to pay the No Show fee corresponding to the Authorized Provider's time ranging from \$50 for follow up appointments to \$100 for consultations.

General Provisions

1. **General Provisions.** The Terms, including any documents referenced herein, constitute the entire agreement between CHC and You pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and CHC with respect to the Website, Services, including Healthcare Services or the Content. A printed version of the Terms and of any notice given in electronic form will be admissible in judicial administrative or arbitral proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and

maintained in printed form. Any failure by CHC to insist upon or enforce strict performance of any provision of the Terms will not be construed as a waiver of any provisions or right. If any of the provisions contained in the Terms are determined to be void, invalid or otherwise unenforceable by an arbitrator or court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein or the affected provision in a jurisdiction outside the jurisdiction of such court.

2. **Governing Law.** The interpretation, validity, effect and enforcement of the Terms are governed by the laws of the Province of Ontario and the laws of Canada applicable therein. These laws apply to the access and use of the Website, Services or the Content by you, notwithstanding any conflicts of laws principles, your domicile, residency or physical location, or the location of the CHC office or any CHC Personnel with whom you may communicate or deal. The Website, Services and the Content are intended for use only in jurisdictions where they may lawfully be provided for use. You irrevocably agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the Ontario courts.
3. You may not assign, sublicense or otherwise transfer any of your rights and obligations in these Terms to any other person.

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Complete Health Collective Inc