



SimpleSet

Terms of Service

PLEASE CAREFULLY READ THE FOLLOWING TERMS OF SERVICE ("TOS").

BY AGREEING TO THESE TOS, YOU INDICATE THAT YOU AGREE TO BE BOUND BY THESE TOS AND THE PRIVACY POLICY AND DATA PROCESSING ADDENDUM (DPA) IN CONSIDERATION OF BEING ALLOWED ACCESS TO THE PRODUCTS AND HEREBY ENTER INTO A LEGALLY BINDING AGREEMENT WITH 329DESIGN INC.

IF YOU DO NOT ACCEPT THESE TOS, YOU MUST NOT SUBMIT INFORMATION OR REGISTER AN ACCOUNT WITH US, ACCESS OR DOWNLOAD, INSTALL OR USE THE PRODUCTS. IF YOU HAVE DOWNLOADED OR INSTALLED THE PRODUCTS ON TO YOUR DEVICE(S), UNINSTALL THE PRODUCTS FROM SUCH DEVICE(S) IMMEDIATELY.

Agreement	2
Acceptance of TOS	2
Changes to TOS	3
Definitions	3
Accounts and Subscriptions	4
Signing Up	4
Account	5
Subscriptions	5
Types of Subscription	5
Offers	6
Payment Method	8
Changing Fees and Charges	8
Cancellation	9
Cancellation by you	9
Cancellation by us	9
Prohibited Use of the Products	9
Ownership and Trademarks	10
Ownership	11
Trademarks	12
Use of the Products	12
Compliance with Laws	12
Access to and Use of the Products	12
Representations, Warranties, and Covenants of the User	13
Limited License	14
User Material	14
User Data	15
User Content	16
Submissions	16
Clinical Records	17
Links	17
Availability	17
Disclaimers	18
Privacy	19

General	19
Assignment by Us	19
Indemnity by You	19
Warranties and Limitations	20
No Waiver	20
Force Majeure	20
Interpretation	20
Third Party Rights	21
Limitation of Liability	21
Governing Laws	22
Severance	22
Entire Agreement	22
Enurement	22
Contact Us	22

Agreement

329Design Inc. ("329Design"), a corporation incorporated pursuant to the laws of Canada has created a web-based software by the name SimpleSet (hereinafter also referred to as the "Software"), which is designed to be used by licensed healthcare practitioners to provide services to their clients (hereinafter also referred to as "Clients").

These terms of service, as set out herein, (the "TOS") constitute a legal and binding agreement and is made between 329Design and you. The terms "329Design," "us" or "we" refers to 329Design Inc. The term "you" or "your" refers to the User of the Products (as herein defined).

You affirm that you are of legal age to enter into the agreement, or, if you are not, that you have obtained parental or guardian consent to enter into the agreement. You also represent and warrant that you have full legal authority to enter into the agreement constituted by these TOS on your own behalf and on behalf of any person or entity you represent.

Acceptance of TOS

These TOS contain the terms and conditions on which we supply content, products or services listed on simpleset.net (the “Website”), through our applications (the “Apps”), Software or via other delivery methods to you (the Website, Apps, Software and such content, products, services and features are collectively referred to herein as the “Product” or “Products”, which may be updated from time-to-time at the sole discretion of 329Design). You are advised to visit the Website periodically to review the then-current TOS.

Please read these TOS carefully before ordering any Products from the Website or third-party App stores (e.g. the Apple App Store, the Android Play Store, Amazon, etc.). The term “Device” refers to the device which is used to access the Products including but not limited to computers, smart phones and tablets. When you order (“Order”) any Products, or otherwise use or access the Products, you agree to be bound by these TOS and all Applicable Laws, rules and regulations. You may also be asked to click “I accept” at the appropriate place prior to your purchase of access to the Products. At such time, if you do not click “I accept”, you may not be able to complete such purchase or gain such access. By using the Products, you indicate that you accept these TOS and that you agree to abide by them. If you do not agree to these TOS, please refrain from using the Products.

By agreeing to these TOS during your account registration or subscription process, or by accessing or using the Software or 329Design website, you confirm your acceptance of these TOS, our [Privacy Policy](#), our [Data Processing Addendum \(DPA\)](#), as incorporated by reference herein. The DPA applies to all Customers that fall under GDPR for EU customers, CCPA for Californian customers, and PIPEDA for Canadian and all other customers.

Changes to TOS

329Design reserves the right to change or update these TOS, or any other of our policies or practices, at any time, and will notify users by posting such changed or updated TOS on the Website. Any changes or updates will be effective immediately upon posting. Your continued use of the Products constitutes your agreement to abide by the TOS as changed. Under certain circumstances we may also elect to notify you of changes or updates to our TOS by additional means, such as pop-up or push notifications within the Products or email.

Definitions

- “Applicable Laws” means all laws, regulations and professional codes applicable to the particular User, including but not limited to all applicable provincial and federal privacy laws and health information laws within Canada.
- “Client User” means the patient using the Products to connect with their Provider(s).

- “Personal Information” means information about an identifiable individual, including personal health information about that individual.
- “Professional Services” means the certain types of health care and related services that the Provider is licensed, certified, and/or credentialed to provide.
- “Provider User” means the provider of Professional Services that the Client User is engaging with through the Products or a person who has appropriate consent or approval to have access to a Client User’s Content and assist the Client User.
- “User” means Provider Users and Client Users of the Products.
- “User Content” means any content submitted by you into or through the Products, directly or indirectly through your use of the Products. This includes, for example, your identification and Account information, messages, booking information, information you submit on forms, documents, or personal information you upload as part of a patient health record in the Products, and your communications in all forms through the Products.

Accounts and Subscriptions

Signing Up

You may sign up as a registered user of the Products and create an account (an “Account”). To create an Account you need to go to the relevant section of the Products, choose a username and password, and submit your first name, last name, clinic/organization name, phone number, and email address to us. You may not register for more than one Account.

In the course of your use of the Products, you may be asked to provide certain personalized information to us (such information is referred to hereinafter as “User Information”). Our information collection and use policies with respect to the privacy of such User Information are set forth in our Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and you agree to keep it up to date.

By registering for an Account, the Products, you warrant that: (i) You are legally capable of entering into binding contracts; (ii) All registration information you submit is truthful and accurate; (iii) You will maintain the accuracy of such information; and (iv) Your use of the Products does not violate any applicable law or regulation.

You are responsible for maintaining the confidentiality of your account, password and other User Information and for restricting access to your Device to further help protect such information. You are responsible for updating your User Information.

Account

By creating an Account, you will receive access to certain sections, features and functions of the Products that are not available to those without an Account. By agreeing to register an Account you may receive occasional special offer, marketing, and survey communication emails with respect to the Product. You can easily unsubscribe from 329Design commercial emails by following the opt-out instruction in those emails. 329Design Accounts and subscriptions are not transferable and therefore you agree to not sell, transfer, or exchange accounts or subscriptions in any way or under any circumstance. This expressly applies to any discounted, subsidized, or free accounts or subscriptions.

Subscriptions

Account holders may access the Products via “SimpleSet”, a subscription fee-based program, which gives access to all content within the Products. You will only have access to SimpleSet while your paid subscription is active and subsisting. You may have access to a free trial period of SimpleSet, which automatically converts to a paid annual or monthly subscription term after a certain period of time. In such instances, you can disable the automatic conversion by following the cancellation instructions set forth below prior to the date of conversion. You may access SimpleSet in the following ways: by purchasing a subscription to the Products from the Website, within the Apps, where allowed by the App marketplace partners, or through a bundle with one or more of our bundle subscription partners. Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple’s applicable payment policy, which also may not provide for refunds. If you purchase a subscription through the Google Play store, the sale is final and we will not provide a refund. Your purchase will be subject to Google’s applicable payment policy, which also may not provide for refunds.

Types of Subscription

Without limiting the generality of the foregoing, you shall be bound to the terms and conditions as defined under the particular subscription for which you have subscribed. If you do not adhere to the specific applicable subscription terms and conditions, as defined below, you will be considered in violation of these TOS.

You may access SimpleSet via a monthly or annual subscription option. For the purposes of our monthly and yearly subscriptions, a month constitutes 30 calendar days and a year constitutes 365 calendar days.

(i) Paid Subscription – Monthly (Clinician, Clinic, Enterprise)

- a. Our “Monthly” subscription is paid in monthly installments. For each month that your monthly subscription is active, you acknowledge and agree that 329Design is authorized to charge the same Payment Method (as described below). The

monthly renewal subscription fees will continue to be billed to the Payment Method you provided until cancelled. You must cancel your subscription before it renews in order to avoid billing of the next month's subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

(ii) Paid Subscription – Yearly (Clinician, Clinic, Enterprise)

- a. Our “Yearly” subscription is paid for by an upfront payment with automatic annual renewals. You acknowledge and agree that 329Design is authorized to charge the Payment Method used for (i) the initial annual subscription fee at the rate secured at the time of purchase, and (ii) the non-discounted renewal subscription fee(s). You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial subscription period.

(iii) Paid Subscription – Custom (Clinic, Enterprise)

- a. Our “Custom” subscriptions are subject to a separate agreement between 329Design and you. These terms may include but are not limited to: the number of clinicians and facilities permitted to use the Software and the term length of the subscription.

Client User Premium Upgrade

The Client User Premium Upgrade offers enhanced features including sending text feedback to the Care Provider, additional Print Template options, the Wellness Library, and Personal notes which are not available in the basic version of the app. A premium upgrade is not required to access any content assigned by the Care Provider.

The Premium Upgrade is a one-time purchase payable via credit card or Apple Pay. Prices are subject to change, with prior notice to users. Premium Upgrade purchases are non-refundable.

Users of the Premium Upgrade must adhere to additional terms as described below in Prohibited Use of the Products and Use of the Products. We reserve the right to modify or discontinue the Premium Upgrade, in whole or in part, with reasonable notice to all active subscribers.

Access to the Client Portal and the Premium Upgrade features will remain in effect for 12 months after the Care Provider ends their subscription, as per our [Data Retention Policy](#).

Offers

We sometimes offer free trials or certain special discount pricing options (together, the “Offers”). The Offers will permit users to access SimpleSet for a period of time and shall only be available to qualified users (the “Qualified Users”). To be considered a Qualified User, you may need to provide your preferred Payment Method or information directly to 329Design for verification. 329Design reserves the right to determine if you are a Qualifying User in our sole discretion.

By submitting the foregoing information for any of the Offers, you (i) accept the Terms and Conditions; (ii) consent to our use of your provided information in accordance with our Privacy Policy and the DPA; (iii) agree that at the expiration of your applicable Trial Period you will lose access to SimpleSet.

Any promotion code or offer (including the Offers) provided by us may not be used in conjunction with any other promotion code or offer, past or present. Offers are only available to new users of the Products, except where expressly stated otherwise. Previous users or trial users of the Products do not qualify as new users.

329Design reserves the right to terminate any of the Offers at any time for any reason. Paid Subscription features and content may change at any time, and we cannot guarantee any specific feature or content will be available for the entire Trial Period. The rates in effect when you sign up for the Offers will be the same when the Trial Period ends, unless we notify you otherwise. We reserve the right, in our absolute discretion, to modify or terminate any Offers, your access to SimpleSet during the Trial Period, or any of these terms without notice and with no liability. You may not sign up for more than one Offer at the same time, and we reserve the right to limit your ability to take advantage of multiple Offers.

329Design Offers include the following:

(i) Trial Offer

- a. Our Trial Offer is made available by 329Design to individuals who are a health care practitioner (each a “Qualifying Practitioner”).
- b. Qualifying Practitioners are entitled to receive a discount on the price of the Paid Subscription for up to 14 days as long as they maintain the requisite verification status (the “Practitioner Trial Period”).

(ii) Health Sciences Student Discount Offer

- a. Our Health Sciences Student Discount Offer is made available by 329Design to students at an accredited higher education institute who meet the verification qualifications (each a “Qualifying Student”). The Health Sciences Student Discount Offer is currently only applicable to students of certain colleges and

universities determined by 329Design in its sole discretion whose focus of study includes any one of the following: all health sciences professions, Kinesiology, Human Kinetics, or Exercise Physiology.

- b. In order to verify that you are a Qualifying Student, your first name, last name, college/university name, program of study, email address, country of residence date of birth, and proof of enrollment will be shared with 329Design. 329Design will only retain the verification of your student status to activate and maintain your account. 329Design reserves the right to determine if you are a Qualifying Student in its sole discretion.
- c. Qualifying Students are entitled to receive a discount on the monthly price of the Paid Subscription for up to 6 months as long as they maintain the requisite verification status (the “Student Trial Period”) and can request an extension of such discount for an additional 6 months (the “Extended Student Trial Period, and with the Student Trial Period and Practitioner Trial Period, the “Trial Periods”) provided they remain a Qualifying Student (“Student Extension Plan”).
- d. In order to qualify for the Student Extension Plan, re-verification of your student status is required. In addition to submitting the information necessary to perform the verification, you will also need to submit your payment details.
- e. Accounts under the Health Sciences Student Discount Offer may have restricted access to SimpleSet including:
 - i. a maximum of 5 .pdf generations, prints, emailing of programs/day;
 - ii. a maximum of 10 programs/day

and any other restrictions as expressed at any time by 329Design.

Payment Method

Payment will be collected using the initial payment method, whether by: credit card, cheque, Interac e-transfer, or electronic funds transfer (the “Payment Method”) provided by you to 329Design. Paid Subscriptions will be recurrently billed on the agreed payment frequency associated with the applicable subscription. Payment is non-refundable, even if you cancel your subscription part way through a period for which you have already paid.

You agree to promptly notify 329Design of any changes to the Payment Method you provided while any subscriptions remain outstanding. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by you. All listed fees are exclusive of taxes, levies or duties imposed by any taxing authority.

In the course of your use of the Products, 329Design and its third-party payment service provider may receive and implement updated credit card information from your credit card issuer in order to prevent your subscription from being interrupted by an outdated or invalid card. This disbursement of the updated credit card information is provided to 329Design and 329Design's third-party payment service provider at the sole election of your credit card issuer. Your credit card issuer may give you the right to opt-out of the update service. Should you desire to do so, please contact your credit card issuer.

You agree not to hold us responsible for banking charges incurred due to payments on your account. If payment is not received by us from the Payment Method you provided, you agree to pay all amounts due upon demand by us. You agree that you are not permitted to resell any Products purchased through 329Design for commercial purposes.

Changing Fees and Charges

We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these TOS, any price changes or changes to your subscription plan will take effect following notice to you.

Cancellation

Cancellation by you

You may cancel a Monthly subscription at any time. Cancellation is effective at the end of the applicable monthly period.

You may cancel a Yearly subscription plan at any time. Cancellation is effective at the end of the applicable annual period.

You may cancel an Offer at any time. Once cancelled, you cannot resume the Trial Period even if it was not used for the entire duration of the Offer.

Please make any such cancellation by contacting support@simpleset.net

Cancellation by us

We may suspend or terminate your use of the Products as a result of your fraud or breach of any obligation under these TOS. Such termination or suspension may be immediate and without notice. A breach of these TOS, includes without limitation, the unauthorized copying or download of our audio or video content from the Products.

Prohibited Use of the Products

You are responsible for all activities that occur under your Account. You will not, and will not attempt to, do any of the following: (a) harvest, collect, gather or assemble information or data regarding the Products or information or data of other users of the Products, including Personal Information, without their consent; (b) access, modify or copy any data or information of the Products or other users of the Products without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Products or the data contained therein; (d) copy, frame, or mirror any part of the Products or 329Design content; (e) reverse engineer, disassemble or decompile any component of the Products; (f) interfere in any manner with the operation of the Products or the hardware and network used to operate the Products; (g) transfer any of your rights under these TOS, use or access the Products for the benefit of a third party or operate a service bureau; (h) distribute or disclose any part of the Products in any medium, including by any automated “scraping”; (i) use the Products for any commercial solicitation purposes, political campaigning, or unsolicited promotions; (j) access any content on the Products through any technology or means other than those provided or authorized by the Products; (k) submit to the Products or to 329Design any information that may be protected from disclosure by applicable law; (l) bypass the measures we may use to prevent or restrict access to the Products, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Products; (m) remove, modify or obscure any copyright, trademark or other proprietary rights notices contained in or on the Products; (n) execute any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between 329Design’s servers or any data not intended for the user; (o) modify, copy or make derivative works based on any part of the Products; (p) otherwise use or access the Products in any manner that exceeds the scope of use permitted under these Terms; (q) use or access the Products in any way, or publish, transmit, distribute, or store on the Products any information or data that is unlawful, libelous, defamatory, obscene, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (r) use or access the Products in any way that would constitute, encourage or provide instructions for a criminal offense or give rise to civil liability, violate the rights of any party, or that would otherwise violate any Applicable Laws; (s) use or access the Products in any way that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party anywhere in the world; (t) use or access the Products in any way that introduces or spreads viruses, corrupted data or other harmful, disruptive or destructive files in to the Products or programming routines intended to damage, surreptitiously intercept or expropriate any system, data, security or Personal Information; (u) use or access the Products for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (v) use or access the Products in any way that, in the sole judgment of 329Design, is objectionable or which restricts or inhibits any other person from using or enjoying the Products, or which may expose 329Design to any harm or liability of any type, or creates or imposes an inappropriate load or creates large bandwidth- consuming

transactions on the Products; (v) use the Products to access or disclose Personal Information about another person, unless permitted by applicable law and these TOS; or (w) use the Products in any way that impersonates any person or entity or otherwise misrepresents Your affiliation with a person or entity. Users can report any conduct or content that they believe is unacceptable use to 329DESIGN at support@simpleset.net.

By breaching these provisions, you may commit a criminal offense under Applicable Laws. We may report any such breach to the relevant law enforcement authorities and we may cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Products will cease immediately.

You agree not to use the Products for any purposes related to scientific research, analysis or evaluation of the Products without the express written consent of 329Design.

Ownership and Trademarks

Ownership

All materials (including Software and content whether downloaded or not) contained in the Products are owned by 329Design (or our affiliates and/or third party licensors, where applicable), unless indicated otherwise. You agree and acknowledge that the materials are valuable property and that other than any specific and limited license for use of such materials, you shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these TOS, and any other relevant terms and conditions provided to you without our prior written permission.

You acknowledge and agree that certain materials on or in the Products are the property of third party licensors and, without prejudice to any and all other rights and remedies available, each such licensor has the right to directly enforce against you.

Audio or video content from 329Design not explicitly indicated as downloadable may not be downloaded or copied from the Products or any Device.

The Products are not intended for your commercial use. Commercial advertisements, affiliate links, and other forms of solicitation may be removed by us without notice and may result in

termination of privileges. You must not use any part of the materials used in or on the Products for commercial purposes without obtaining a written license to do so from us. Material from the Products may not be copied or distributed, or republished, or transmitted in any way, without our prior written consent. Any unauthorized use or violation of these TOS immediately and automatically terminates your right to use the Products and may subject you to legal liability. You agree not to use the Products for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening or obscene purposes) and you agree that you will comply with all laws, rules and regulations related to your use of the Products. Appropriate legal action may be taken for any illegal or unauthorized use of the Products.

A limited amount of content may be marked and authorized for the user to share in their personal social channels (Facebook, Twitter/X, Instagram etc.). With respect to content made available by 329Design through the Products that is specifically identified as available for distribution by you ("Distribution Content") as part of your blog or other online commentary, analysis or review ("User Commentary"), 329Design grants you a limited right to download, reproduce and distribute Distribution Content over the internet as part of your User Commentary. You may also modify such Distribution Content but only as required to technically enable the display and distribution of such content through your computer systems and over the Internet (e.g. a change in video format or file size) provided such modification does not materially alter the substance or quality of such content. Your display and distribution of Distribution Content may also be subject to other terms and conditions that are set forth in the description of such content in the Products, such as display and distribution of Distribution Content only within specified usage dates. You agree not to publish the Distribution Content with other content that is known by you to be false, inaccurate, or misleading or that is, or that encourages activity or conduct that is, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Distribution Content may contain trackers that enable us to collect information with respect to the distribution and consumption of such content.

You may not otherwise download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials in the Products. If you make other use of the Products, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of Canada, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. 329Design will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

Trademarks

329Design, SimpleSet, the 329Design and SimpleSet logo and all other 329Design product or service marks are trademarks of 329Design. All intellectual property, other trademarks, logos, images, product and company names displayed or referred to on or in the Products are the

property of their respective owners. Nothing grants you any license or right to use, alter or remove or copy such material. Your misuse of the trademarks displayed on the Products is strictly prohibited. 329Design will enforce its trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

Use of the Products

Compliance with Laws

Access to and use of the Products by Users is subject to all applicable federal, provincial, and local laws and regulations in Canada. You agree to comply with all Applicable Laws in relation to your access to and use of the Products.

Access to and Use of the Products

Your access to the Products may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Products. We will restore the Products as soon as we reasonably can.

You agree to only use the Medeo Solution for the purposes of the particular patient centred services and as they are intended to be used, in accordance with Applicable Laws and pursuant to these TOS.

Representations, Warranties, and Covenants of the User

You represent, warrant, and covenant to 329Design, and 329Design is relying on such representations, warranties and covenants in entering into these Terms, as follows:

- that as between the User and 329Design, the User will be solely responsible for how the User accesses and uses the Products;
- that any User having granted access to another User will be responsible for such consent and access, and that as a User accessing any information of another User the User has the legal authority to do so;
- that any information that the User provides at any time to 329Design is true, accurate, and complete;
- that the User has all necessary rights to provide any of User Content, or any other information, data, materials or content to 329Design for the purposes described in these TOS;
- that the User shall not communicate with any User that is not in compliance with Applicable laws;
- that the User shall use the Products in compliance with Applicable Laws;
- that the User is a resident of a jurisdiction in which the Products, and the User's use of the Products is not contrary to Applicable Laws;

- that the User shall use the Products in a secure and confidential manner, including by ensuring their means of access to the Products are secure and all authentication credentials (e.g. passwords) remain confidential, and shall ultimately be responsible for any Personal Information the User provides through the Products;
- that the User shall not make any claim or complaint against 329Design regarding a Provider User's or their authorized representatives' collection, use or disclosure of any information, including Personal Information, provided through the Products, and the User agrees that 329Design shall have no liability whatsoever arising from or relating to any such collection, use or disclosure of Personal Information by a Provider User or their authorized representatives;
- that the User shall not make any claim or complaint against 329Design regarding another User's collection, use or disclosure of their Personal Information, and the User agrees that 329Design shall have no liability whatsoever arising from or relating to any User's collection, use or disclosure of Personal Information by another User or arising from use of the Products by another User; and
- that the User shall remain liable for any (i) information the User provides, including any Personal Information, in the course of using the 329Design; (ii) acts or omissions of the User in using the 329Design including, but not limited to any claims for damage or injury to persons or property or security breaches; or (iii) any violation of any Applicable Law by the User (or by association, 329Design) in using the Products, and the User hereby irrevocably agrees to indemnify, defend and hold harmless 329Design from any and all costs, damages, expenses, fees or other amounts arising out of, or related to any claims, suits proceedings (actual or threatened) by any person relating to (i), (ii) or (iii).

Limited License

Subject to TOS, and your payment of applicable subscription fees, 329Design grants you a limited, non-exclusive, non-transferable, revocable license to stream, download and make personal non-commercial use of the Products.

The Products contain or embody copyrighted material, proprietary material or other intellectual property of 329Design or its licensors. All right, title and ownership in the Products remain with 329Design or its licensors, as applicable. The rights to download and use the Products are licensed to you and are not being sold to you, and you have no rights in them other than to use them in accordance with these TOS.

You agree that you will not and you will not assist or permit any third party to:

- (i) copy, store, reproduce, transmit, modify, alter, reverse-engineer, emulate, de-compile, or disassemble the Products in any way, or create derivative works of the Products;

- (ii) use the Products or any part of them to create any tool or software product that can be used to create software applications of any nature whatsoever;
- (iii) rent, lease, loan, make available to the public, sell or distribute the Products in whole or in part;
- (iv) tamper with the Products or circumvent any technology used by 329Design or its licensors to protect any content accessible through the Products;
- (v) circumvent any territorial restrictions applied to the Products; or
- (vi) use the Products in a way that violates these TOS.

You may not make the Products available to the public (except to Clients). The Products made available (in whole or in part) are owned by 329Design or its licensors and your use of them must be in accordance with these TOS.

User Material

Subject to these Terms, 329Design will access and use User Data and User Content (together “User Material”) solely to provide and maintain the Products in accordance with these TOS or as otherwise agreed between the parties (“Use of User Material”). Use of User Material includes sharing User Material as you direct through the Product, but 329Design will not otherwise disclose User Material to third parties except as permitted in these TOS. You represent and warrant that you own or otherwise control the rights to your User Material. You agree to indemnify 329Design and its affiliates for all claims arising from or in connection with any claims to any rights in your User Material or any damages arising from your User Material.

User Data

You are solely responsible for any data that you provide through the Products. You agree you will not provide, post, or transmit any data, information, content, or material that: (a) infringes, misappropriates or violates any intellectual property rights, publicity/privacy rights or other rights of any third party, or any law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data, security or Personal Information. 329Design may take any remedial action if you violates this term, however, 329Design is under no obligation to review any data, information, content or material on the Products for accuracy or potential liability. You are solely responsible for maintaining the accuracy of the data within your control.

Each time you submit User Data to us, you represent and warrant to us as follows:

- (i) You own your User Data or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trademark), privacy or publicity rights, rights of confidentiality or rights under contract.
- (ii) Your User Data is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense, and does not give rise to civil liability, violate any law, or is otherwise deemed inappropriate.
- (iii) Your User Data does not advertise any product or service or solicit any business.
- (iv) Your User Data does not identify any individual (including by way or name, address or a still picture or video) and if User Material identifies any individual, you have that person's consent to being identified in exactly that way in your User Material; and in submitting your User Material you are not impersonating any other person.
- (v) You will not collect email addresses for the purpose of sending unsolicited email.
- (vi) You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate another user or person.
- (vii) You will not engage in any automated use of the system, such as using scripts to alter our content.
- (viii) You will not, without authorization, access, tamper with, or use non-public areas of the Products, 329Design's computer systems, or the technical delivery systems of 329Design's providers.
- (ix) Except as necessary to maintain your own computer security by use of commercial-off-the-shelf anti-virus or anti-malware products, you will not attempt to probe, scan, or test the vulnerability of the Products or any other 329Design system or network or breach any security or authentication measures.

We are entitled to identify you to third parties who claim that their rights have been infringed by User Data you have submitted.

User Content

The User acknowledges and agrees that 329Design allows the transmissions and uploading of User Content and provides access to such User Content through the Products “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. 329Design shall have no liability whatsoever arising from or relating to any User’s use or disclosure of User Content. As between you and 329Design, 329Design shall have no liability whatsoever arising from or relating to any Provider User’s, clinic’s, or other User’s use or disclosure of User Content. Any use or disclosure of User Content is entirely at the User’s own risk and discretion in using the Products.

Submissions

Any inquiries, feedback, suggestions, ideas, other information which is not part of your use of the Products or User Material that you provide to us (collectively, “Submissions”) will be treated as non-proprietary and non-confidential. By transmitting, uploading, posting, e-mailing, or otherwise submitting Submissions to the Products, you grant, and you represent and warrant that you have the right to grant, to 329Design an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the Submissions, or any portion thereof and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such Submissions, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. You also acknowledge that your Submissions will not be returned to you and that 329Design has no obligation to acknowledge receipt of or respond to any Submissions. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You agree to indemnify 329Design and its affiliates for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

Clinical Records

Records created by the interactions between Users and information in one's Account, such as but not limited to: messages, emails, attachments and appointments, may form part of a clinical or medical record and be subject to Applicable Laws and rules in the jurisdiction in which you operate. For example, a Provider User may be required to maintain records as per the governing body of their practice and other Applicable Laws. The Client User grant to 329Design, their health care providers and their clinics all necessary rights and licenses in and to their User Materials and their copies of any records in which their User Materials is recorded as reasonably required for 329Design, their health care providers and their clinics to provide them with 329Design’s Product a Provider User may use to provide professional services, as

applicable, to Client Users, as well as to comply with Applicable Laws and professional requirements.

Links

We may provide links to other websites or services for you to access. You acknowledge that any access is at your sole discretion and for your information only. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability of, (b) the privacy practices of, (c) the content, advertising, products, goods or other materials or resources on or available from, or (d) the use to which others make of these other websites or services. We are also not responsible for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

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Although we aim to offer you the best service possible, we make no promise that the Products will meet your requirements and we cannot guarantee that the Products will be fault free. If a fault occurs in the Products, please report it to us and we will review your complaint and, where we determine it is appropriate to do so, correct the fault. If the need arises, we may suspend access to the Products while we address the fault. We will not be liable to you if the Products are unavailable for a commercially reasonable period of time.

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General

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You agree to defend, indemnify and hold 329Design and its directors, officers, members, investors, managers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (i) your negligent, reckless, or willful misuse of the Products, (ii) your placement or transmission of any message, content, information, software, or other submissions through the Products, (iii) any third-party claims of bodily injury, death, or damage to real or tangible personal property caused by your negligent or more culpable acts or omissions related to your use of the Products; (iv) any Client use, or (v) your breach or violation of the law or of these TOS. 329Design reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with 329Design defense of such claim.

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Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall 329Design be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products, unless caused by 329Design's gross negligence, recklessness, or willful misconduct.

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No Waiver

If we delay exercising or fail to exercise or enforce any right available to us under these TOS, such delay or failure does not constitute a waiver of that right or any other rights under these TOS.

Force Majeure

We will not be liable to you for any lack of performance, or the unavailability or failure, of the Products, or for any failure or delay by us to comply with these TOS, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

Interpretation

In these TOS, unless the context requires otherwise: (i) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and (ii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

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A person who is not party to these TOS will not have any rights under or in connection with these TOS.

Limitation of Liability

Your sole and exclusive remedies and our entire obligation and liability to you will in no circumstances exceed the actual amount paid by you for the Products in question. In addition, we will not be liable for:

- (i) Faulty operation of computers during the registration process or during completion of a subscription or during the transmission of any data and/or for incorrect or overly slow transmission of data by the internet provider and/or any damage that occurs due to information submitted by you not being received by us or not being received promptly or

not being considered, as a consequence of technical faults with our software or hardware (whether or not they are within or outside of our control).

- (ii) Any loss or damage due to viruses or other malicious software that may infect your Device, computer equipment, software, data or other property caused by you accessing, using or downloading from the Products, or from transmissions via emails or attachments received from us.
- (iii) Any use of websites linked to the Products but operated by third parties.

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Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall 329Design be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products.

Some locations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Laws

This agreement shall be governed by the Laws of the Province of Saskatchewan. The Customer does hereby attorn to the jurisdiction of the Courts of the Province of Saskatchewan. Any action

commenced pursuant to this agreement shall be brought through the Courts of the Province of Saskatchewan.

Severance

If any portion of this agreement is found to be invalid or unenforceable at law, the remainder of the agreement not found invalid or unenforceable shall remain in force and be of full effect.

Entire Agreement

Except where expressly stated otherwise herein, this agreement is the entire agreement between the parties with respect to the Software. No other representations, warranties, covenants, agreements or communications, whether express or implied, either oral or written, shall form part of this agreement.

Enurement

This Agreement shall enure to the benefit of, and be binding upon, you and your heirs, executors, administrators, personal representatives, successors and permitted assigns, and upon 329Design and its successors and assigns.

These TOS were last updated on October 16, 2023

Contact Us

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