

## IFOCUS TERMS OF USE AND PRIVACY STATEMENT

Effective date: July 1st , 2020

Welcome to iFocus!

### TERMS OF USE

These Terms of Use (“Terms”) and Privacy Statement will govern your use of iFocus’ services, which include our website, mobile applications, social media platforms, services, and products (the “Services”).

#### **1. Our Services**

iFocus builds and maintains a variety of channels and electronic platforms through which you, as the user, can discover and connect with medical clinics that specialize in cosmetic medical procedures. Through iFocus’ platforms, you can browse the services and products offered by each clinic, make appointments for procedures, place orders for products, and review clinics and see the reviews of other users. iFocus platforms may also offer special features for you to use, such as a tool that makes product and service recommendations by using facial recognition technology. The Services may be modified, suspended or terminated at any time at our sole discretion.

#### **2. Using Our Services**

As a condition to using the Services, you agree that:

- You have reached the age of majority in the province in which you reside;
- You are able to create a binding legal obligation;
- You will not attempt to use the Services with robots, data mining, or extraction tools or any other functionality;
- Your use of the Services will at all times comply with these Terms;
- You have the right to provide any and all information you submit to our platforms, and all such information is accurate, true, current, and complete;
- Your use of the Services will comply with all laws and regulations;
- We have the right to amend and update the Terms from time to time at any time; and
- We have the right to suspend or terminate part or all of the Services to you immediately and without notice, temporarily or indefinitely, if you do not comply with these Terms, as determined by us at our discretion.

#### **3. Ownership**

The Services, including any content and infrastructure used to provide the Services, are proprietary to iFocus. By using Services and agreeing to these Terms, we grant you a limited, personal, non-transferable, nonexclusive, revocable license to use the Services in accordance to these Terms and to any additional terms and policies set forth by us, and you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or re-sell any content, software, products, or services obtained from or through the Services without our express consent.

#### **4. Accounts**

You may be offered an opportunity to create an account on the Services for your personal use. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to save, edit, or

delete your personal information, including, without limitation, a valid credit card. You understand and agree that we shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences.

We will assume that anyone using the Services or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account. Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including, without limitation, failure to maintain updated and correct information about your account (e.g. valid credit card information) will cause your account to fall out of good standing and we may cancel your account in our sole discretion. If your account is cancelled, you may forfeit any pending, current, or future account credits, if any, and any other forms of unredeemed value in your account without notice. Upon termination, the provisions of these Terms that are, by their nature, intended to survive termination (e.g., any disclaimers, all limitations of liability, and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of the Services, including, without limitation, requirements for use.

## **5. Payment and Refunds**

If there is a charge associated with any portion of the Services, such as a premium feature, the amount of the charge stated will exclude all applicable taxes unless stated otherwise. The currency will be in Canadian Dollars unless stated otherwise. You are solely responsible for paying any applicable taxes and currency exchange fees or charges. Taxes are calculated based on your registered location at the time your iFocus account was created. We may suspend or cancel your access to the Services if we do not receive timely full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Please note that connecting to the Internet by a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.

To pay any charges, you will be asked to provide a payment method at the time you sign up for the applicable portion of the Service. You hereby permit iFocus to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

Unless otherwise provided by law or by a particular offer, all purchases are final and non-refundable. If you believe that iFocus has charged you in error, you must contact us within ninety (90) calendar days of such charge. No refunds will be given for any charges past ninety calendar days from the date of the charge. Any refunds or credits will be issued at our sole discretion. We may issue a refund or credit out of courtesy, and we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

## **6. User Content and Intellectual Property Rights**

The Services may provide registered users and visitors opportunities to submit or post reviews, opinions, advice, ratings, discussions, comments, messages, survey responses, and other communications, as well as files, images, photographs, video, sound recordings, musical works, and any other content or material submitted or posted to the Services (collectively, "User Content") through various communication channels offered on, through, or in connection with the Services from time to time.

You represent and warrant (or, if you are acting on behalf of the creator of the User Content, you have ensured that the creator promises) that the use and sharing of the User Content for the purposes you have selected will not infringe any copyrights, trademarks, or any other intellectual property rights or rights of third parties, including, without limitation, the rights of publicity or privacy. You represent and warrant that you will not submit, post, or otherwise make available User Content that is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, infringing, pornographic, obscene, violent, misleading, defamatory or libelous, invasive of the privacy of another person, or violative of any third-party rights; and that you will not submit, post, transmit, or otherwise make available User Content that contains any material that harbors viruses or any other computer codes, files, or programs designed to intercept, misappropriate, interrupt, destroy or limit the functionality of any software or computer equipment. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission.

When you upload, submit, and post User Content, you understand and agree that it is public. Any person (whether or not a user of our Services) may read your User Content without your knowledge. Please do not include any personal information in your User Content unless you wish for it to be publicly disclosed. We are not responsible for the use or disclosure of any personal information that you disclose in connection with User Content. You also grant us a worldwide licence to publish, reproduce, modify, create derivative works, communicate, host, and publicly display and distribute User Content, without compensation to you. If you choose to remove the User Content, we make no representations or warranties that the User Content you modify or remove from the Services will cease to appear on the Internet, in search engines, social media websites, or in any other form, media or technology.

Using the Services does not give you ownership of any intellectual property rights in the Services or any content you access. These Terms do not grant you the right to distribute and use any branding or logos you may come across in the use of the Services without the express permission of the owner of the copyright, trademark, or other proprietary right. We have the right to monitor, review, investigate, and remove User Content and disclose such content and the circumstances surrounding its transmission to any third-party, including law enforcement authorities, at any time, for any reason, including, without limitation, to determine compliance with these Terms and any operating rules established by us, as well as to satisfy any applicable law, regulation, or authorized government request.

## **7. Communication**

When you use the Services or contact us, you are communicating with us electronically and consent to receive electronic communications related to your use of the Services. We will communicate with you by email, text message, push notifications or by posting notices through the Services. You understand that we may contact you regarding User Content. You understand

that certain communications may be sent using an automatic telephone dialing system, and that you may be charged by your telephone carrier for certain communications such as text messages or phone calls. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to you and effective when sent to the email address you provide on to us. You agree to notify us immediately if the email address and telephone number you have provided to us have changed. Please note that any communications, including telephone calls, with us may be monitored and recorded for quality purposes.

#### **8. Modification to these Terms**

We reserve the right to add to, modify or remove any part of these Terms at our sole discretion. If we make changes that affect your use of the Services, we will post notice of the change on the Terms of Use page. Any changes to these Terms will be effective upon our posting of the notice, provided that these changes will be prospective only and not retroactive. If you do not agree to the changes, you may choose to close your account and not use the Services after the effective date of the changes. We suggest that you revisit our Terms regularly to ensure that you stay informed of any changes. You agree that posting notice of any changes on the Terms page is adequate notice to advise you of these changes, and that your continued use of the Services will constitute acceptance of these changes and the Terms as modified.

#### **9. Special Terms**

We may offer special programs for users of the Services from time to time. By participating in such programs, you agree to these Terms and any additional terms of each program as may be made available.

#### **10. Third-Party Platforms and Content**

The Services may contain and host materials provided by third-parties and may contain links to websites, applications, or other platforms controlled or maintained by parties not controlled by or affiliated with iFocus. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such third-party platforms. We expressly disclaim any representations regarding the content, availability or accuracy of materials on such third-party platforms or the privacy practices of those websites. Your use of such platforms and reliance on any content available on such platforms is at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, products, or services available on or through any such linked site or resource. You may be subject to additional third-party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies; it is your responsibility to familiarize yourself with any such applicable third-party terms.

#### **11. Disclaimer of Warranty**

As permitted by applicable law, you expressly agree that your use of any of the services is at your sole risk. Neither ifocus, nor its subsidiaries or affiliates or any of their respective employees, agents, merchants, third-party content providers or licensors or any of their officers, directors, employees or agents, warrant that use of the services will be uninterrupted, secure, virus-free, or error free, nor do they make any warranty as to the accuracy, completeness, or reliability of (i) the content available through the services, including description of services and products or other available programs; or (ii) user content provided through the services. To the extent allowed by applicable law, ifocus hereby disclaims any and all representations, warranties, and conditions,

whether express, implied, or statutory, as to the operation of the services, information, products, or programs accessible or available through the services, including, without limitation, those of title, non-infringement, non-interference, merchantability, suitability, and fitness for a particular purpose, as well as warranties implied from a course of performance or course of dealing. The warranty limitations in this section are not intended to limit any warranty provided directly by a third-party or any express representations or warranties by ifocus that are included in other applicable terms.

## **12. Limitation of Liability**

In making recommendation or suggestions for certain services or products, whether or not such recommendation or suggestion is tailored to you, ifocus is not giving any health or medical advice. At all times, ifocus recommends that you seek professional medical advice from your doctor prior to undergoing any medical procedure or using any health or beauty product. Ifocus does not promise or guarantee any results from any service, procedure, product that it may recommend or suggest through its services.

As permitted by applicable law, in no event shall ifocus, its subsidiaries or affiliates or any of their respective employees, officers, directors, agents, merchants, partners, third-party content providers or licensors, or any of their officers, directors, employees, or agents, be liable for any direct or indirect lost profits or lost business damages, indirect, incidental, special, consequential, or punitive damages arising out of, related to, or in connection with any of the following: (a) your use of the services, the content, user content, including, without limitation, any personal information, and any other information either contained in the services or submitted by you through the services; (b) your inability to use the services; (c) modification or removal of user content; (d) any services, products, or other available programs accessible or available through the services; (e) these terms of use; or (f) any improper use of information you provide, including, without limitation, any personal information. In no event will ifocus' liability in connection with an offered service, product, or other available programs exceed the amounts paid for the applicable service or product. The liability limitations in this section are not intended to limit any warranty provided directly by a third-party or by the applicable manufacturer of physical products or any express representations or warranties by ifocus that are included in other applicable terms, nor are they intended to limit remedies you might have for product-related injury.

## **13. Choice of Law**

Any disputes arising out of or related to these Terms and/or any use by you of the Services shall be governed by the laws of the Province of Ontario, without regard to its choice of law rules and without regard to conflicts of laws principles.

## **14. Assignment**

You may not assign these Terms, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of iFocus. Any attempted assignment that does not comply with these Terms shall be null and void. iFocus may assign these Terms, in whole or in part, to any third-party in its sole discretion.

## **15. Waiver and Validity**

No waiver by either you or iFocus of any breach or default or failure to exercise any right allowed under these Terms is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms. The section headings used herein are

for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Terms invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms, and the remaining portions of these Terms shall continue in full force and effect.

**16. No Class Action**

We each agree that we shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association.