

END USER TERMS OF USE

PLEASE READ THESE END USER TERMS OF USE CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING AND/OR USING THE NAVIGATE STROKE MOBILE APPLICATION AND WEB-BASED APPS PROVIDED BY THE NORTHWESTERN ONTARIO REGIONAL STROKE NETWORK (“**NWO Regional Stroke Network**”).

YOU AGREE TO ACCESS AND USE THE APPS MADE AVAILABLE TO YOU BY NWO REGIONAL STROKE NETWORK SOLELY IN ACCORDANCE WITH THIS END USER TERMS OF USE AGREEMENT (THIS “**Agreement**”). YOUR ACCESS AND USE OF THE APPS IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU ARE NOT AUTHORIZED TO, AND YOU MAY NOT ACCESS, DOWNLOAD, INSTALL OR USE THE APPS. YOU MUST PROMPTLY DISCONTINUE DOWNLOADING, INSTALLING ANY APPLICATIONS AND REMOVE (DELETE) THE APPLICATIONS FROM ANY MOBILE DEVICE IN YOUR POSSESSION OR UNDER YOUR CONTROL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY NWO REGIONAL STROKE NETWORK IN ITS SOLE DISCRETION AT ANY TIME. PLEASE CHECK THE NWO REGIONAL STROKE NETWORK WEBSITE REGULARLY TO VIEW THE MOST CURRENT VERSION OF THIS AGREEMENT.

If you have any questions about this Agreement or Our Apps, please contact us the Northwestern Ontario Regional Stroke Network, Medical Centre, Room 201, 984 Oliver Road, Thunder Bay, ON, Canada, P7C 7C7, NWORegional.StrokeNetwork@tbh.net.

1. Scope and Applicability

- 1.1 Parties.** This Agreement is between NWO Regional Stroke Network (“**Us**”, “**We**”, “**Our**”) together with all the documents referred to in it constitute a legally binding agreement made between you as a natural person (“**User**”, “**You**”, or “**Your**”) who receives access to and/or the right to use our mobile and web-based software applications for acute stroke patient navigation (collectively the “**Apps**”) in accordance with the terms and conditions herein. The parties may be referred to singularly as “**Party**” or collectively as “**Parties**” throughout this Agreement.
- 1.2 Scope.** This Agreement shall govern Your access and use of the Apps, any associated upgrades, patches, and updates.
- 1.3 Privacy.** Your privacy is important to Us and Our Privacy Policy (available at www.nwestroke.ca/nwonavigate) forms an integral part of this Agreement. By downloading, installing and using the Apps, You agree to accept the terms of Our Privacy Policy. We reserve the right to amend the Privacy Policy from time to time. If you disagree with any part of the Privacy Policy, you must immediately stop using the Apps. We recommend that You review Our Privacy Policy carefully.
- 1.4 Reserved Rights.** We reserve the right to change, modify, add, or delete articles in this Agreement at any time, in accordance with the procedures described herein.

1.5 Agreement. By downloading, installing, accessing, or using the Apps and/or by express agreement by clicking the “**I Accept**” button, You are agreeing to the terms and conditions of this Agreement and Our Privacy Policy.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE APPS.

2. Access and Use of the Apps

2.1 Access and Limited License. Subject to and conditioned on Your compliance with all the terms and conditions of this Agreement, while You use the Apps, We grant You a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, and revocable right to access and use the Apps for the purpose described under this Agreement (the “**License**”).

2.2 Permitted Use. You shall use the Apps solely for the purpose of obtaining information regarding acute stroke patient care, navigational information, treatment centers, contact information, historical and estimated patient journey times, associated with the Apps (the “**Permitted Use**”). You agree and acknowledge that you are using the App only for this intended purpose and in compliance with all applicable laws, including all applicable intellectual property laws.

2.3 In-App Tutorial. By downloading, installing, or using the App, You agree and acknowledge that You will complete the in-App tutorial (the “**Tutorial**”) before using the App. The Tutorial will guide you through the basic features and functionalities of the App and will help you understand how to use it effectively. You acknowledge that your use of the App is subject to your successful completion of the Tutorial.

2.4 Restrictions on Use. You shall not use the Apps for any purposes beyond the scope of the access granted in this Agreement. Without limiting the generality of the foregoing, You shall not at any time, directly or indirectly:

- copy, modify, or create derivative works of the Apps or any related documentation that may be provided, in whole or in part;
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Apps or any associated documentation;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Apps, in whole or in part, including any activity that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Apps;
- remove any proprietary notices from the Apps;
- use the Apps in any manner or for any purpose that infringes, misappropriates, depreciates the goodwill of or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

- use the Apps for the purpose of developing a product or service that may be competitive with the Apps.
- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use our Apps in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Apps or that could damage, disable, overburden or impair the functioning of our Apps in any manner;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Apps that you are not authorized to access;
- Develop or use any third-party applications that interact with our Apps without our prior written consent, including any scripts designed to scrape or extract data from our Apps;
- Use our Apps for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement.

2.5 Suspension of Use. Notwithstanding anything to the contrary in this Agreement, We may temporarily suspend any User's access to any portion or all of the Apps if:

- (i) We reasonably determine that:
 - (a) there is a threat or attack on any of NWO Regional Stroke Network's intellectual property rights, including copyright, trademarks, trade secrets, patents, patent applications, industrial designs and any other similar rights or interests recognized by applicable law in the Apps (the "**NWO Regional Stroke Network IP**");
 - (b) Any User's use of the NWO Regional Stroke Network IP disrupts or poses a security risk to the NWO Regional Stroke Network IP;
 - (c) Any User is using the NWO Regional Stroke Network IP for fraudulent or illegal activities;
 - (d) Our provision of the Apps to any User is prohibited by applicable law; or
- (ii) We have reasonably determined that a User is in breach of the terms and conditions of this Agreement.

2.6 Reserved Rights. We reserve all rights not expressly granted to You in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to You or any third party any intellectual property rights or other right, title, or interest to any of the NWO Regional Stroke Network IP. We reserve the right at any time to alter the price, features, specifications, capabilities, functions, terms, release dates, general availability or other characteristics of the Apps. Updates, upgrades, patches, and modifications may be necessary in order to be able to continue to use the Apps on certain hardware.

NO OTHER RIGHTS ARE GRANTED EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Usage Data and Privacy

3.1 Usage data. Notwithstanding anything to the contrary in this Agreement, We may monitor Your use of the Apps and collect and compile data related to such use ("**Usage Data**"). As between Us and the User, all right, title, and interest in Usage Data, and all intellectual

property rights therein, belong to and are retained solely by Us. You acknowledge that We may compile Usage Data input into the Apps. You agree that We may: (i) make Usage Data publicly available in compliance with applicable law; and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data do not identify Your personal information as defined in our Privacy Policy. All information we collect, including Usage Data, will be collected and used in accordance with Our Privacy Policy available at www.nwostroke.ca/nwonavigate.

3.2 Notice and Consent to Electronic Communications. By accessing or using the Apps, you also consent to receive electronic communications from NWO Regional Stroke Network (e.g., responses to your requests, questions and feedback, announcements, updates, and security alerts through a push notification or by posting notices on our Apps). You agree that any notices, agreements, disclosures, or other communications that We send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

3.3 Feedback. If You send or transmit any communications or materials to Us by mail, email, telephone, or otherwise, suggesting or recommending changes to our Apps or the NWO Regional Stroke Network IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), We may use any Feedback that You voluntarily provide in connection with Your use of the Apps as part of Our business operations irrespective of any other obligation or limitation between the Parties governing such Feedback. You hereby assign to NWO Regional Stroke Network on Your behalf, all right, title, and interest in, and NWO Regional Stroke Network is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although NWO Regional Stroke Network is not required to use any Feedback.

3.4 Personal Information and Privacy. We respect the privacy rights of any Personal Information provided by the User in accordance with applicable Canadian federal *Personal Information Protection and Electronic Documents*. The specific policies and safeguards in place to protect Your Personal Information are detailed in Our Privacy Policy, available at www.nwostroke.ca/nwonavigate for further detail.

3.5 No transfer of ownership. Nothing in this Agreement transfers ownership in or grants any license to any intellectual property rights in the Apps. We retain ownership of the NWO Regional Stroke Network IP, Usage Data, Feedback, and any subsequent copies thereof, regardless of form or media.

4. Extra-provincial and International Users

Although the Apps may be accessible worldwide, NWO Regional Stroke Network makes no representation that the materials and/or content made available in connection with the Apps are appropriate or available for use in locations outside of Ontario, Canada, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Apps from other locations do so at their own risk and are responsible for compliance with local laws.

Any offer for any product, service, and/or information made in connection with the Apps is void where prohibited. BY ACCESSING OR USING THE APPS YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE APPS.

5. Intellectual Property Rights

5.1 Intellectual Property Rights. The NWO Regional Stroke Network IP (as defined above) is protected by intellectual property rights. We own or are a licensee to all NWO Regional Stroke Network IP, including but not limited to any and all trademarks under which the Apps are licensed, copyright in software code, source code, object code, the design and layout of the graphical user interface and the structure and overall look and feel of the Apps. The right of the User to use the Apps is and shall at all times be subject to Our intellectual property rights. Except as expressly provided in the Agreement, NWO Regional Stroke Network does not grant any express or implied rights to use the NWO Regional Stroke Network IP. Nothing in this Agreement will be construed to confer any license or right, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to You or any third party.

5.2 Trademarks. For greater clarity, the trademarks, logos, and service marks displayed on the Apps are NWO Regional Stroke Network IP and protected by intellectual property rights. You will not adopt or use, nor authorize others to adopt or use, any trademark, or trade name which includes, or is likely to mislead, deceive or cause confusion, or is substantially identical with, or deceptively similar to, any trademark used in association with the Apps. You will not engage in any activities that will depreciate the goodwill of any of NWO Regional Stroke Network's trademarks.

5.3 Copyright. For greater clarity, copyright in software code, source code, object code, the design and layout of the graphical user interface, audio, video, music, text, accompanying documentation, and the structure and overall look and feel of the Apps are NWO Regional Stroke Network IP and protected by copyright laws and international treaty provisions. You may not copy or use the Apps except as expressly provided in this Agreement. You may not: a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Apps, or use any part of the software in the Apps for any use other than the Permitted Use described herein; b) modify, adapt, alter, translate, or create derivative works from the Apps; c) work around any technical limitations in the App software, use any tool to enable features or functionalities that are otherwise disabled in the App software, or decompile, disassemble, or otherwise reverse engineer the App software except as otherwise permitted by applicable law; d) perform or attempt to perform any actions that would interfere with the proper working of the Apps, prevent access to or the use of the Apps by NWO Regional Stroke Network or its Users.

5.4 Infringement of NWO Regional Stroke Network IP. We take the protection of Our intellectual property rights seriously and will not hesitate to commence legal action in the case of infringement of the NWO Regional Stroke Network IP. If You become aware of any infringements or suspected infringements by any third party of any intellectual property rights in the Apps, please notify Us at NWORegional.StrokeNetwork@tbh.net.

6. Applicability of Application Provider Terms and Conditions

The ways in which you can use the Apps may also be controlled by the corresponding application marketplace provider's (e.g., Apple's App Store or Android Google Play store) rules and policies. We highly recommend that You read all applicable terms of use associated with Your App Store Provider prior to downloading or otherwise using the Apps.

7. Disclaimers and Limitation of Liability

7.1 Disclaimers

7.1.1 Disclaimer of Warranties. You acknowledge that the Apps are being provided AS IS and AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. In addition, NWO Regional Stroke Network does not represent or warrant that our Apps are accurate, complete, reliable, current or error-free, and have not been written to meet Your individual requirements. A failure of any part or the whole of the Apps to be suitable for a User's individual requirements will not give rise to any right or claim against NWO Regional Stroke Network.

7.1.2 Not a Substitute for Medical Advice You acknowledge that the Apps do not constitute, and should not be interpreted as, medical advice, diagnosis, or opinion. The Apps are provided for informational purposes only. The Apps are not intended as a tool for self-diagnosis, are not a recommendation of a specific treatment plan or healthcare provider, and is not a substitute for proper medical advice, diagnosis or treatment. The Apps should not be used as substitute for the advice of a medical professional. The Apps cannot replace medical consultation with a qualified health or medical professional. The Apps should not be relied upon when making medical decision, or to diagnose or treat a medical or health condition.

YOU ASSUME FULL RESPONSIBILITY FOR ANY DECISION OR ACTION TAKEN IN RELIANCE ON THE APPS AND THE RESULTS OF THE SAME.

7.1.3 Software Errors You acknowledge that the Apps in general are not error-free and agree that the existence of such errors will not constitute a breach of this Agreement.

7.1.4 Software Viruses We do not warrant that the Apps will be free from all known viruses and You are solely responsible for virus scanning any software provided as part of the Apps.

7.1.5 Acceptance of Risk You acknowledge and agree that You download, install, access, and use the Apps at Your own discretion and risk, and that You will be solely responsible for any damage to Your hardware or any loss of data that results from such downloading, installing or use of the Apps.

7.1.6 Compatibility To use the Apps, you are required to have a compatible mobile phone or tablet, and Internet access. The mobile Apps are available for downloading and installing on handheld compatible mobile devices which meet the stipulated requirements at the time of download and installation. We do not warrant that the Apps will be compatible with the specific hardware, including a particular mobile device, of any given User.

7.2 Limitation of Liability

YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE APPS MEET YOUR REQUIREMENTS. YOU BEAR THE SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE APPS TO MEET SUCH REQUIREMENTS.

IN NO EVENT WILL NWO REGIONAL STROKE NETWORK BE LIABLE TO THE USER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR OTHER SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THE PROPRIETARY SOFTWARE UNDER THIS AGREEMENT, EVEN IF NWO REGIONAL STROKE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

UNDER NO CIRCUMSTANCES SHALL NWO REGIONAL STROKE NETWORK, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE USER OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, OR USE OF THE APPS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR THE NEGLIGENCE OF NWO REGIONAL STROKE NETWORK OR ANY OTHER PARTY, EVEN IF NWO REGIONAL STROKE NETWORK IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS NWO REGIONAL STROKE NETWORK'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.1.1 Express and Implied Conditions. Unless this Agreement expressly provides otherwise: to the maximum extent permitted by law, all express and implied conditions, warranties or liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, quality or title to the Apps are negated and excluded; and NWO Regional Stroke Network gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of the Apps.

7.2 Notice of Claims. If You desire to make a claim against NWO Regional Stroke Network concerning this Agreement, or the Apps, You must first notify NWO Regional Stroke Network in writing of Your potential claim, the grounds for Your claim, and the relief You seek. You must allow NWO Regional Stroke Network no less than sixty (60) days to

attempt to resolve the issue prior to formally asserting a claim. If you fail to provide notice, NWO Regional Stroke Network will not be liable to You for the claim.

7.3 Indemnification. You will indemnify and hold Us harmless from and against actual loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this Agreement, Your use of the Apps or any information provided by Us, or Your infringement of any intellectual property or other right of any person or entity.

8. Termination

8.1 Time of Termination. This Agreement remains effective until termination. We will immediately suspend or terminate this Agreement with or without notice at Our sole discretion if User exceeds the scope of the Permitted Use or otherwise fails to comply with the terms of this Agreement.

8.2 User Termination. You may terminate this Agreement at any time by ceasing use of the Apps and removing any Apps from Your devices.

8.3 Effect of Termination. Upon termination of this Agreement, the rights and License granted to you herein shall terminate and You must immediately cease to use and permanently delete or destroy any software associated with the Apps.

8.4 Survival. Despite any other provision of this Agreement, clauses 3 (Usage Data and Privacy), 5 (Intellectual Property Rights), and 8 (Termination) survive the expiration or termination of this Agreement.

9. Changes to this Agreement or Apps

9.1 Right to Make Changes. We reserve the right, in Our sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Agreement for security, legal, best practice or regulatory reasons. When changes are made, We will make a new copy of the Agreement available at Our website at www.nwestroke.ca (the “**Website**”) and within our mobile application. We will also update the “**Last Updated**” date at the end of this Agreement. If we make any material changes, we will also send a push notification or show a pop-up to you via the mobile applications. Any changes to the Agreement will be effective. For material changes, We may require you to provide consent to the updated Agreement in a specified manner before further use of the Apps is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Apps, including the Apps. Otherwise, your continued use of the Apps constitutes your acceptance of such changes. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this Agreement by clicking on the “**Terms of Use**” link located at www.nwestroke.ca/nwonavigate.

9.2 User Responsibility. You are responsible for checking this Agreement periodically for changes. If any future changes to this Agreement are unacceptable to You or cause You

to no longer be in agreement or compliance with this Agreement, You may terminate this Agreement in accordance with Section 8. Your continued use of the Apps following any revision to this Agreement constitutes Your complete and irrevocable acceptance of any and all such changes.

9.3 Effect of Updates to the Apps. We may modify the Apps for any reason or without any specific reason, at any time and at Our entire discretion, in particular, for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Apps. You agree that the Apps may require the installation or downloading of any such modifications automatically. You agree that We may stop supporting previous versions of software associated with Our Apps upon availability of an updated version. We also reserve the right to amend the Scope set out in Section 1 herein to place limits on the use of the Apps.

10. Miscellaneous

10.1 Governing Law. Any claims shall be exclusively decided by courts of competent jurisdiction in Ontario, Canada. This Agreement will be governed by and constructed in accordance with the laws of the Province of Ontario and the Country of Canada without regard to conflicts of laws principles.

10.2 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

10.3 Entire agreement. This Agreement is the complete agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

10.4 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without NWO Regional Stroke Network's prior written consent. NWO Regional Stroke Network may transfer or assign this Agreement or any right or obligation under this Agreement at any time.

10.5 Force Majeure. Neither Party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control, including without limitation fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, pandemics, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of nature or acts, omissions or delays in acting by any governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) Apps.

10.6 No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, any third party beneficiary right of action or other right of third parties.

10.7 Headings. Clause headings have been included in this Agreement for convenience only and must not be considered part of, or be used in interpreting this Agreement.

10.8 No Waiver. Neither Party shall be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of the waiving Party. No waiver by either Party of any provision hereof on one occasion shall constitute a waiver of such provision on any other occasion.

10.9 Contact. You may contact Us regarding any questions related to this Agreement by emailing at NWOREgional.StrokeNetwork@tbh.net.

End of the End User Terms and of Use, last updated June 22, 2023.