

ClientEd

## TERMS & CONDITIONS OF USE

Last updated [November 12, 2018]

Welcome to LifeLearn (“**LifeLearn**”, “**we**”, “**us**” or “**our**” as context dictates). We are excited to offer you our service, **LifeLearn CLIENTED** (as defined below) and its related sites, services, applications, and tools (collectively, the “**Services**”). The terms set out below (these “**Terms of Use**”) in combination with any other applicable agreement, including but not limited to our Privacy Policy <https://www.lifelearn.com/privacy-policy/> which are incorporated by reference and available at LifeLearn’s Website <https://www.lifelearn.com/> (these Terms of Use together with such other documents, our “**Terms**”) govern your use of **CLIENTED**.

**Please read our Terms carefully since they are legally binding** and have sections which are important (e.g. see fees, liability, dispute resolution and termination). By using the Services you confirm that you accept our Terms and that you agree to abide by them. The word “**you**” in these Terms of Use refers to the person who is subscribing to our Services acting solely for the person’s own benefit or acting on behalf of others, including a corporation or other legal entity (“**Other Persons**”). If you are acting on behalf of Other Persons you are binding them to the obligations of our Terms, and you warrant that you have the authority, actual or implied, to bind such Other Persons to our Terms. You will also have the obligation to ensure all Authorized Users (as defined below) follow these Terms of Use.

***If you do not agree to our Terms, please do not use our Services. Any continued use of the Services by you or any of your Authorized User will be considered as your consent and agreement to our Terms.***

### 1. Definitions

“**Account**” means a User’s account that was registered on our Website and created for the purposes of accessing our Services.

“**Aggregated Information**” means all information derived from your use of Services and including without limitation, usage information, data and other content, provided however, such information will not be able to reveal Authorized User or your identity.

“**Application**” or “**App**” means mobile application utilized by a User to access Services from a smart phone.

“**Article(s)**” means written Content on a topic as authored by subject matter experts, and where each such Article ought to display LifeLearn copyright notice and the name of the author.

“**Authorized User**” means someone who has been designated by you to access the Services.

“**Certified**” or “**Certify**” means being officially recognized as possessing a certain qualification, criteria or meeting certain standards.

“**ClientED Content**” means any and all information, content, articles, links, reports, data, databases, tools, e-mail, code, photographs, pictures, video, postings, graphics (including medical illustrations and animations), interfaces, webpages, text, files, software, product names, company names, trade-marks, logos, trade names, or other materials contained on or in the Services.

**“Content”** means any content featured or displayed but not limited to text, documents, information, data, articles, opinions, images, photographs, graphics, software, Applications, video recordings, audio recordings, sounds, designs features, comments and other materials that are available-as part of ClientED.

**“Credentials”** means account log-in and other details which are relevant to your subscription and your access to Services.

**“Customer Input”** means any content submitted or otherwise shared by you in the course of provision of Services, including suggestions, modifications or other actions undertaken by you or is otherwise shared with users through ClientED.

**“Handle”** means to process, record, transfer, access, receive, use, disclose, retain, dispose of, destroy, manage, collect, store, or otherwise handle and any variation of “Handle” and “Handling” has the same meaning depending on the context.

**“Intellectual Property”** means inventions, discoveries, or improvements (whether patented or able to be patented and whether or not reduced to practice), including patents, patent applications, certificates of invention, utility models, continuations, continuations-in-part, provisionals, divisions, reissues, renewals, re-examinations and extensions thereof; trade secrets, know-how, designs, methodologies, processes, rights in data, and similar rights; semiconductor chip protection and mask work right; the protection of works of authorship or expression and copyright (whether or not registered); trademark, trade names, service marks, logos, domain names and trade dress; and similar rights under any laws or international conventions throughout the world, whether now existing or hereafter arising or developed, including the right to apply for registrations, certificates, or renewals with respect thereto, the rights to prosecute, enforce, and obtain damages.

**“Intellectual Property Rights”** means any rights pertaining to Intellectual Property.

**“Law”** means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order or other requirement or rule of law of any governmental authority.

**“Location”** means a unit, whether business or residential, which has a one unique mailing address.

**“Person”** means an individual or a company.

**“Personal Information”** means any identifiable information related to a Person.

**“LifeLearn CLIENTED”** or **“ClientED Service”** or **“Service”** means the online client education service delivered by LifeLearn to Client using the ClientED portal and includes the ability for you to search topics and obtain access to articles and other resources that may be helpful in addressing client and pet care.

**Software** includes the internet application and any related printed, electronic and online documentation (“Articles”) and any other files that may accompany the product. The Software may be used by one veterinary practice under the same ownership by as many users as selected in the Registration process up to 50 users. For use by a practice with greater than 50 users, contact LifeLearn to purchase additional license.

**“Subscription”** means the purchase of our Services and **“subscription period”** means the time you are entitled to use the Services as set out in your subscription.

**“Website”** means (i) any website (including <https://www.lifelearn.com/>) and a subdomain of any such websites (e.g. [www.lifelearn-cliented.com](http://www.lifelearn-cliented.com)), (ii) any mobile application for such websites or any other website operated by us, (iii) iframe (for users which do not utilize WebDVM), or (iv) via direct integration of the Content to a customer’s website, in connection with services provided to Authorized Users.

## 2. Service Offering

- (a) Subject to your payment of Fees and our Terms, we grant you a non-exclusive, non-transferable and non-sublicensable right to access and utilize the Services (1) solely during the term of your subscription to Services, (2) only for your purposes, and (3) for no more than fifty (50) Authorized Users at such address permitted under the Service subscription terms.
- (b) You will not perform any Restricted Actions (as defined below).
- (c) You acknowledge that Services and Content are subject to Section 9 (Disclaimer).

## 3. Fees and payment

- (a) Your use of the Services is subject to your payment of the ongoing monthly and/or annual subscription fee (the **“Subscription Fee”** or **“Fee”**). All Fees may be changed by LifeLearn at its discretion but any such change will only impact the subscription period after the expiry of Term (as defined below). Fees shall be in the legal currency of your jurisdiction (e.g. Canada, US, UK or Australia) or as set out on our Website depending on which jurisdiction is applicable to you and your purchase of Services. You are responsible for paying all Fees and applicable taxes using a payment method offered on the Website.
- (b) If your payment is past due, LifeLearn may, at its sole discretion, (1) administer a fee for non-sufficient funds in case a payment method (e.g. credit card) fails, (2) suspend or terminate the Service, and (3) pursue all remedies otherwise available to us. You agree to reimburse LifeLearn for any reasonable costs and expenses incurred in the course of collecting payment past due. Any amount not paid when due shall be subject to late fees at a rate of two per-cent (2%) per month (or the maximum amount allowable by applicable law, whichever is less).
- (c) **Refunds.**
  - (i) **Annual Subscription.** Once the annual subscription fee has been charged, you have 14 days from the start of your first paid billing cycle to cancel your subscription for a full refund. If you do not cancel within the time period eligible for a full refund, you will not be refunded for the billing period in which you cancel. Should you choose to cancel after 14 days, you may request a cancellation of your subscription with no less than 60 days’ notice by emailing LifeLearn at [support@lifelearn.com](mailto:support@lifelearn.com). Applicable charges will continue to apply until the end of the notice period. Your receipt and access to the services will end as of the processed date of cancellation. Refunds will be issued as appropriate and applicable.
  - (ii) **Monthly Subscription.** Once the subscription fee has been charged, you have three (3) days from the start of your first paid billing cycle to cancel your subscription for a full refund. Should you choose to cancel after three

(3) days, you may request a cancellation of your subscription at any time by emailing LifeLearn at support@lifelearn.com. Your subscription and the applicable charges will continue to apply until the end of the monthly period in which notice is given in writing. If notice is given within five (5) days of the end of a monthly period, your subscription and the applicable charges will continue until the end of the subsequent monthly period. Refunds will only be issued if a subscription is cancelled within three (3) days from the start of your first paid billing cycle, or if you have been billed for the monthly period following your cancellation as described in the terms above.

**4. Registration and Account Set-up.** In order to obtain Services, you must purchase a subscription. Once an account is created, you are responsible for managing the account. You should also inform us promptly of any changes to the information provided in order to ensure effective communication with LifeLearn.

**5. Suspicious Activity.** If we suspect any unauthorized access to your Account or that there is suspicious activity in relation to your Account, we retain the right, but do not have the obligation, to suspend your Account and take any other related action as we deem reasonable, and you agree to assist in executing such actions, which may involve your resetting of passwords or taking other measures as may be required.

**6. Representations, Warranties and Covenants**

(a) You acknowledge and agree that: (1) you are 18 years old or older; (2) you have the authority to bind yourself, or such other party which you may be representing, to our Terms; and (3) your use of the Service will (A) be solely for purposes that are permitted by these Terms of Use, (B) not infringe or misappropriate the Intellectual Property Rights of any third party, and (C) comply with all Laws.

(b) Restricted Actions. You covenant that you will not:

- (1) allow more than fifty (50) Authorized Users permitted under the terms of your subscription;
- (2) distribute Content (digital or printed versions) from the ClientEd library in a manner which is contrary to fair use (e.g. large amounts of material from the library);
- (3) post entire articles in any form and location, e.g. on a website, blog, newsletter, social media, etc.;
- (4) remove or hide and trademark (™), copyright (©), or others attributions or contributor information from any article contrary to these Terms;
- (5) add Content to blog/website that is open to Google indexing;
- (6) register for more than one Account;
- (7) misrepresent your identity (e.g. represent to anyone in relation to ClientEd that you are someone else or you are affiliated with someone that you are not); in regards to fees, circumvent the payment methodology of the Services;

- (8) share your Account log-in details with any person other than those expressly authorized by you;
- (9) make use of the Services to do anything other than to carry out activities which are normally related to activities conducted using the Services;
- (10) publish content that violates any party's Intellectual Property Rights or Laws, in any form whatsoever;
- (11) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms in any part of the Services;
- (12) rent, lease, sell, resell, assign, timeshare, offer in a service bureau, or otherwise make any part of the Services available to any third party, other than to an Authorized User;
- (13) damage, disable, overburden or impair our servers or network, or interfere with any other party's use and enjoyment of the Services;
- (14) make use of a frame or border environment around ClientEd, or other framing technique to enclose any portion or aspect of ClientEd, using any device including using spiders, data mining, robots, or similar data gathering means;
- (15) access the Services in order to build a commercially available product or service which competes with the Services;
- (16) copy any features, functions, integrations, interfaces or graphics which are part of the Services;
- (17) violate any Laws;
- (18) make statements on any part of ClientEd on any topic, particularly regarding Content and the Services, which could reasonably be considered false or misleading;
- (19) willfully tamper with the security of the Services, including attempting to probe, scan or test the vulnerability of ClientEd or to breach its security or authentication measures;
- (20) share any sensitive data with us which, in the normal course of events, would demand special Handling and introduce a security burden on us that is not agreed upon by us in writing in advance of receipt of such data;
- (21) transmit any information, through the Services in any other manner, which may be: (1) unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane; (2) in violation of a third party's Intellectual Property Right or is subject to Intellectual Property Rights; (3) refutes or is contrary to what is set out anywhere in the Services; (4) is considered "spam" (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling); (5) contains or installs any viruses, worms, malware,

Trojan horses or other content that is designed or intended to disrupt, damage or limit the function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; and (6) violates the privacy of any third party; and

- (22) attempt to gain unauthorized access to the Services or our computer systems or networks through hacking, password mining or any other means.
- (c) We reserve the right to investigate and prosecute, to the fullest extent of the law, any violation of the above.

## 7. Propriety Rights

- (a) Ownership and Reservation of Rights to LifeLearn Intellectual Property.
  - (1) LifeLearn and its licensors own all Intellectual Property Rights in the Services.
  - (2) You will not obtain any ownership interest in the Services as a result of your access and use of Services.
  - (3) In respect of the Articles provided as part of Services, you shall retain the limited right to:
    - (i) download PDF versions;
    - (ii) print handouts of Articles;
    - (iii) email Articles;
    - (iv) place URL links to such Articles in a blog post, websites, newsletters, social media posts;
    - (v) input short excerpts and quotes in blog post, websites, newsletters, social media posts;
    - (vi) in addition to subsections (i)-(v), modify an Article and add, to such modified Article, your logo, provided any modification to an Article shall be entirely at your risk and you will (A) indemnify LifeLearn in accordance with Section 10 herein, and (B) ensure that each end user in respect of any such modified Article is notified that:  
***“This article has been modified from its original text as supplied from LifeLearn and may not reflect any views of, or is certified to be accurate, by LifeLearn.”***
- (b) Right to Handle Your Data. You hereby grant LifeLearn a non-exclusive and transferable right to Handle your data to (1) provide you the Services set out in these Terms of Use, and (2) generate Aggregated Information.

- (1) You agree that all such data may be, without further required consent by you, Handled by a third-party for either (1) the third party's own legitimate business purposes, (2) purposes which serve our business purposes, including transaction processing and data monitoring or storage, or (3) for regulatory or other reasons which are imposed on us in Canada, United States of America, or in any other jurisdiction we provide services or may otherwise decide to store or process such data.
  - (2) Aggregated Information. We'll own all Aggregated Information for any purpose we see fit, including but not limited to publication of, and creation of derivative works from the Aggregated Information, provided that such usage will not reveal to a third party any Confidential Information or the identity of an Authorized User.
- (c) Your Input. We shall have a royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use or incorporate into Services any Customer Input. You shall have no obligation to provide Customer Input. Although LifeLearn does not seek to monitor or control the submission of Customer Input, LifeLearn reserves the right to delete, move and edit any Customer Input submitted where, in our sole and absolute discretion, it is considered prudent or necessary to do so.

## **8. Corrective Action and Notice**

If you become aware of any actual or threatened activity by an Authorized User which is prohibited by Section 6(b) (Restricted Actions), you will immediately (a) take all reasonable and lawful measures within your control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services, and (b) notify LifeLearn of any such actual or threatened activity.

## **9. Disclaimers**

IN ADDITION TO ANY OTHER DISCLAIMERS SET OUT IN OUR TERMS, THE SERVICES PROVIDED, INCLUDING ALL CONTENT AND FUNCTIONS, ARE "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND MADE BY US. WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY OR ACCURACY, OR INTEGRATION WITH ANY SYSTEM, INCLUDING PRACTICE MANAGEMENT INFORMATION SOFTWARE, WHICH IS NOT PROVIDED BY LIFELEARN. CLIENTED CONTENT IS (1) MEANT TO BE A SUPPLEMENTARY RESOURCE FOR A VETERINARIAN, AND (2) IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL VETERINARY ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU ARE NOT A VETERINARIAN, SEEK THE ADVICE OF YOUR VETERINARIAN OR OTHER QUALIFIED SERVICE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING ANY CLIENTED CONTENT AND DO NOT DISREGARD OR DELAY SEEKING SUCH ADVICE AS A RESULT OF YOUR RELIANCE ON CLIENTED CONTENT.

CLIENTED CONTENT IS NOT INTENDED TO REPRESENT ALL AVAILABLE INFORMATION REGARDING ANY TOPIC, AND DOES NOT PRESENT INFORMATION FROM ALL POTENTIAL SOURCES OF INFORMATION. LIFELEARN DOES NOT CERTIFY ANY CLIENTED CONTENT, INCLUDING VETERINARIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY APPEAR OR BE REFERENCED IN THE CLIENTED CONTENT. RELIANCE ON ANY CLIENTED CONTENT AND ANY OTHER

INFORMATION, HOWEVER PRESENTED, OBTAINED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK.

ALTHOUGH THE SERVICES PROVIDE LINKS TO THIRD PARTY WEBSITES, WE ASSUME NO OBLIGATION AND PROVIDE NO GUARANTEES WHATSOEVER IN CONNECTION WITH THE PERFORMANCE OF THIRD PARTY WEBSITES OR THIRD PARTY CONTENT PROVIDED OR ACCESSED THROUGH THE SERVICES. WE ARE NOT RESPONSIBLE TO YOU FOR THE CONDUCT OF ANY SUCH THIRD PARTY OR FOR ANY ERROR, INACCURACY, OR INACCESSIBILITY OF ANY MATERIAL THEY SUPPLY.

WE DO NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT CLIENTED OR ANY ITEM CONNECTED WITH CLIENTED IS FREE OF VIRUSES OR ANY HARMFUL COMPONENTS, OR THAT ANY TRANSMISSION TO AND FROM US OR COMMUNICATION BY YOU IS CONFIDENTIAL. YOU AGREE THAT YOUR USE OF THE SERVICES CREATES NO OBLIGATION UPON US AND THERE IS NO RELATIONSHIP (WHETHER CONTRACTUAL, FIDUCIARY OR OTHERWISE) CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS OF USE.

ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

TO THE FULLEST EXTENT OF THE LAW, WE DO NOT REPRESENT THAT ANY INFORMATION EXCHANGED BETWEEN A PARTY IN THE PROVISION OF SERVICES IS SECURE, EVEN IF WE BECOME AWARE OF ANY, OR ARE TOLD ABOUT, A POTENTIAL BREACH.

## **10. Release and Indemnification**

- (a) You agree to indemnify and hold harmless LifeLearn, its officers, directors, employees, agents, successors and permitted assigns from and against any and all claims and expenses, including legal fees and disbursements, arising out of: any use of the Services, including your violation of any of the provisions in these Terms of Use; improper Handling of any data; allegation of facts that, if true, would constitute your breach of any of your representations, warranties, covenants or obligations under these Terms of Use; or negligence or willful misconduct by you or any third party on your behalf in connection with these Terms of Use.
- (b) In the event you are a California resident, you waive California Civil Code Section 1542, which says: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."
- (c) We may, at our sole discretion and expense, choose to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

## **11. Liability**

Under no circumstances will LifeLearn, our representatives, affiliates, suppliers, or other third parties with whom we do business (our "Business Partners") be liable for any indirect, incidental, special, consequential or exemplary damages arising from or relating to the use of the Services.

This includes, but is not limited to, any loss of profit, earnings, anticipated earnings, interruption or loss of business, or any consequential losses, problems, or fault howsoever arising out of the use of the Services.

Under no circumstances will LifeLearn, our representatives, affiliates, suppliers or Business Partners be liable to you or any person with respect to damages incurred by reason of any services or goods received through, advertised on, or provided by the Services. Under no circumstances will LifeLearn, our representatives, affiliates, suppliers or Business Partners be liable for the acts, omissions or conduct of any third party users of the Services and **you must ensure that you inform such third parties, who may benefit from any part of the Services, of this fact.**

Without limiting the foregoing in this section entitled "Liability" the limit on LifeLearn's (including our representatives, affiliates, suppliers or Business Partners) total cumulative liability to you or any person for any claims arising from or relating to the Services will be limited to a maximum of ten (10) Canadian dollars.

Should a jurisdiction that does not allow the exclusion of incidental, special or consequential damages apply to these Terms of Use, the total liability to you or any person in connection with any incidental, special or consequential damages will be limited by the above paragraph of this section entitled "Liability."

You agree and acknowledge that regardless of any statute or law to the contrary any claim or cause of action arising from or relating to the Services must be filed within one (1) year after such a claim or cause of action arises or be permanently barred.

The foregoing shall not apply to the extent prohibited by the applicable law.

## **12. Term and Termination**

- (a) Our Terms, and any payment obligations, will be deemed to be applicable to you upon your use of the Services and will terminate only upon an actual deletion or deactivation of your Account [NTD: surviving provisions are below] through the means provided on the Website. Abandonment or non-use of the Account will not lead to an automatic termination of your Account. Your obligation in respect of Fees will continue until you deactivate your Account and until all outstanding Fees have been paid.
- (b) We may terminate your access to all or any part of the Services at any time, with or without cause and with or without notice, effective immediately and for any reason deemed appropriate in our sole discretion.
- (c) Except for the provisions set out in Section 24 (Surviving Provisions) these Terms of Use will no longer be applicable to you if your Account is cancelled or terminated.
- (d) Upon termination of your Account (1) all rights, licenses, consents and authorizations granted pursuant to these Terms of Use will immediately terminate, and (2) we may disable all Authorized User access to the Services.
- (e) Notwithstanding anything to the contrary in these Terms of Use, with respect to information and materials then in our possession or control:
  - (1) we may retain any of your data in our backups, archives and disaster recovery systems until such data is deleted in the ordinary course; and

- (2) all information and materials described in subsection 12(e)(1) above will remain subject to all confidentiality, security and other applicable requirements of our Terms.

### **13. Permission for Communication**

We use email and other electronic means to stay in touch with you. You agree that when you provide us your e-mail address or personally identifying information (e.g. name, address) during or prior to access of the Services, you: (1) consent to receive communications from us, our Affiliates, and applicable Users in electronic formats, including via the email address you have submitted, SMS messages to your telephone, or other agreed upon contact methods; (2) can opt-out from receiving communication from any such party at any time by completing the formalities on our Website, but we do not take on any liability for any communication of another party to you, particularly if you have provided your contact information to them independently rather than using the communication functions of the Website; and (3) agree that our Terms, agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to you.

### **14. Modification of our Terms**

- (a) LifeLearn reserves the right, at our sole discretion, to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments.
- (b) If our Terms are modified in a way we consider significant, we will post the amended Terms on our Website. Although we will take reasonable steps to notify you of such significant changes made, you are expected to check our Terms periodically for any amendments. Your continued use of our Terms following such notification shall constitute your affirmative acknowledgement of these Terms of Use, the modification and agreement to abide and be bound by our Terms, as amended. If at any time you choose not to accept our revised Terms, including following receipt of notification of any modifications made hereto, then please do not use the Services and as applicable, terminate your Account.

### **15. Governing Law**

Our Terms and any access to or use of the Services shall be governed by, and construed in accordance with the internal laws of the Province of Ontario [NTD: given the company's general jurisdiction, makes sense to anchor these terms to same] and the federal laws of Canada, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the province of Ontario.

### **16. Arbitration**

Any controversy, dispute, disagreement or claim arising out of, relating to or in connection with our Services or any breach thereof, including any question regarding its existence, validity or termination, shall be finally and conclusively resolved by arbitration under *International Commercial Arbitration Act, 2017, SO 2017, c 2* (Ontario) (the "**Rules**"). There shall be one arbitrator selected in accordance with the Rules. The parties to the arbitration shall equally share the fees of the arbitrator and the facility fees and the parties shall each bear their own legal costs and expenses of the arbitration; provided, that the arbitrator shall have the authority to award such

fees, costs and expenses in the decision of the arbitrator. The arbitration shall be conducted in English. Any decision of the arbitrator shall be final and binding on the parties and their respective successors and assigns and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law. Notwithstanding the foregoing, each party shall have the right to seek injunctive or other equitable relief that may be related to the breach of confidentiality obligations or violation of the Intellectual Property Rights set forth in these Terms of Use.

#### **17. Waiver of Class Proceedings**

Users hereby waive any right they may have to commence or participate in any class action lawsuit against LifeLearn related to any claim, dispute or controversy and, where applicable, you and any Authorized Users hereby agree to opt out of any class proceeding against us otherwise commenced.

#### **18. Severability**

If any portion or provision of our Terms shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of our Terms, or the application of such portion of provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of our Terms shall be valid and enforceable to the fullest extent permitted by law.

#### **19. Headings and Summaries**

The headings, captions and summaries in these Terms of Use are for convenience only and in no way define or describe the scope or content of any provision of these Terms of Use.

#### **20. Notices**

Except as otherwise stated in our Terms or as expressly required by law, any notice to us, including for purposes of termination, shall be given in writing by certified postal mail to

LifeLearn, Inc.  
Customer Support  
367 Woodlawn Rd W.  
Guelph, Ontario Canada N1H 7K9

or by email to: [support@lifelearn.com](mailto:support@lifelearn.com)

Any notice to you shall be given to the most current email address in your Account.

#### **21. Other Rules of Interpretation**

Any reference to gender includes all genders; words importing the singular number only shall include the plural and vice versa; the word “or” is not exclusive; the words “including”, “includes” and “include” mean “including without limitation; and “shall” means “will” and “must”, all three of which can be changed interchangeably and shall not mean “may”.

#### **22. No Waiver of Covenants**

Failure by any party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in the Terms or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition

but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

### **23. Surviving Provisions**

Only the following provisions of our Terms of Use will survive following any termination or expiration: Sections 6 (Representations, Warranties and Covenants), 7 (Proprietary Rights), 10 (Release and Indemnification), 11(Liability), 13 (Permission for Communication), 15 (Governing Law),16 (Arbitration), 17 (Waiver of Class Proceedings), and this Section.

### **24. Entire Agreement**

These Terms of Use, in combination with all policies and guidelines of the LifeLearn (including the Privacy Policy), incorporated by reference, constitute the entire agreement between LifeLearn and you and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of our Terms.