

Vigil Connect Terms of Service

These terms and conditions ("**Terms**") govern your ("**user**", "**you**" or "**your**") access to and use of the Vigil Health Solutions Inc. ("**Vigil**") Vigil Connect™ mobile application (the "**App**"). These Terms are a legal contract between you and Vigil. Please read these Terms carefully and in their entirety. Creating an account, clicking "I AGREE" or using the App (including any changes that we may subsequently make), other than to review these Terms, signifies your consent to be legally bound by and to comply with these Terms. If you do not agree with these Terms, you may not access or use the App.

The App is designed for use in conjunction with a Vigil Integrated Care Management System (the "**System**") which has been licensed by Vigil to your facility or other third party (the "**System Licensee**"). In addition to any other rights that Vigil may have, your use of the App may be suspended or terminate at any time if the license to use the System expires, is suspended, or is terminated for any reason.

The App is provided for convenience only. THE APP IS NOT DESIGNED FOR, AND SHOULD NOT BE USED IN EMERGENCY SITUATIONS. IN CASE OF EMERGENCY, PLEASE USE LOCAL 911 SERVICES.

If the App has been distributed through the Apple® App Store®, you expressly acknowledge and agree that (i) neither Apple Inc. nor any of its subsidiaries are parties to these Terms, and shall not have any liability hereunder, including with respect to maintenance and support, warranty obligations, product liability claims, claims that the App fails to conform with any applicable legal or regulatory requirements, claims under consumer protection and similar legislation, intellectual property rights violations, or any other matter arising under these Terms or in connection with your possession or use of the App, and (ii) Apple Inc. and its subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof. Further, you acknowledge and agree that, as between them, Vigil, and not Apple, is solely responsible for the App and for any Vigil Content (as defined below).

These Terms were last updated on June 6, 2019. At any time and for any reason, we may update, change, suspend or terminate any aspect of these Terms or the App. We will endeavour to provide advance notice of any changes. Please consult these Terms each time that you use the App. Your continued use of the App for 30 days or more following the posting of changes to these Terms or the implementation of any change to the App will mean that you accept and agree to those changes.

User Accounts

In order to use the App, you must create an account. You are responsible for all activity that occurs in association with your account. Vigil will not be liable for any loss or damages resulting from your failure to maintain the confidentiality of your account credentials. Please contact Vigil immediately if you discover or suspect any security breach related to your account.

Please Review our Privacy Policy

Vigil may collect certain personal information about you in order to establish your user account and to provide the App and related services. Your use of the App and our use of certain information about you are subject to our privacy policy available at www.vigil.com/privacy-policy ("**Privacy Policy**"), which is incorporated into these Terms by reference. Through your use of the App you agree to the collection, storage and use of your information by Vigil in accordance with the Privacy Policy. In case of any

inconsistency between these Terms and any terms set out in the Privacy Policy, the terms of the Privacy Policy will prevail.

License

Subject to your compliance with these Terms and to the System Licensee continuing to be an authorized user of the System, Vigil grants you a limited, personal, worldwide, non-exclusive, non-transferable, perpetual license (without the right to sublicense) to: (a) install the App on a single, compatible mobile device, and (b) perform, display and use the App and the System for your personal, non-commercial purposes.

You agree not to use, reproduce, make derivative works of, retransmit, distribute, sell, publish, sublicense, commercialize, communicate, link, broadcast or otherwise make available the App or any Vigil Content, or other information and materials obtained through or in connection with the use of the App or the System, without Vigil's prior written consent. "**Vigil Content**" includes any images, graphics, user interfaces, photos, tools, templates, video, audio, data, text, software, works of authorship of any kind, and any other content materials that are provided, posted, generated, or otherwise made available by Vigil in conjunction with your use of the System and the App.

You represent and warrant that (i) you are not located in any country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.

User Data and Feedback; License

As between you and Vigil, you will own any information, communications and data (other than Vigil Content) that is sent, received, transmitted, generated or otherwise processed through your use of the App and the System ("**Data**"). You acknowledge that other parties, including the System Licensee, may own or have rights to the Data, and your right to use the Data may be subject to their rights and permissions.

If you provide us with any unsolicited ideas, comments or other feedback ("**Feedback**") to us regarding the App, the System and/or Vigil Content, you agree that such Feedback (including all rights, title and interest therein) automatically becomes our property, and you forfeit all rights that you may have in such Feedback. For greater certainty, you agree that Vigil may use (or not use) and exploit any Feedback in any way at its discretion, without compensation, attribution or other obligation to you or to any other party.

User Conduct

You agree that you are responsible for your own conduct when using the App. Misuse or unauthorized use of the App, the System, any data or other content (including Vigil Content), Vigil's systems, or of any other materials accessed through the App is strictly prohibited, and Vigil reserves the right, at its sole discretion and without liability, to immediately suspend or terminate access by any user who is using, or who Vigil reasonably believes may be using the App, the System or any content in violation of these Terms. You agree that you will use the App and the System only in ways that are legal, proper and in accordance with these Terms, any terms and conditions governing the use of the System, and applicable rules, policies and guidelines. Without limiting the generality of the foregoing, by using the App, you agree not to:

- interfere or attempt to interfere with, or obtain unauthorized access to, Vigil Content, data, computers, systems or system security;
- use the App for commercial activities;
- solicit or otherwise attempt to collect, discover, store or disseminate passwords, email addresses, addresses, telephone numbers, personally identifying information, or other non-public information from Vigil or other users;
- create usernames that are objectionable, including those that utilize typographical obfuscations;
- defame, abuse, threaten or otherwise violate the legal rights of others, including rights regarding privacy, publicity and intellectual property;
- modify, retransmit, distribute, disseminate, display, sell, publish, broadcast or circulate any data or other content (other than your own) to any third party, without our prior consent;
- impersonate anyone else, or create user accounts by automated means or under false pretences;
- remove, alter or conceal any copyright, trademark or other proprietary rights notices from our materials, or from materials created by others, without prior permission;
- submit content that falsely expresses or implies that it is approved or endorsed by us or others;
- upload, post, distribute, e-mail or otherwise publish or make available any Data or other content that you know to be inaccurate or misleading, or that is illegal, libelous, defamatory, obscene, harmful, vulgar, sexually explicit, threatening, tortuous, harassing, abusive, invasive of another user's privacy, racially or ethnically objectionable, or which promotes hatred, physical harm or injury against any person or group;
- upload or otherwise make available any Data or other content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- upload, post, distribute, e-mail or otherwise publish or make available any material that contains software viruses or any other computer code, files or programs designed to interfere with, destroy or limit the functionality of any computer software or system, website, application, telecommunications, or other equipment; or
- otherwise use the App or the System in a manner that could, in Vigil's sole opinion, adversely affect the ability of other users to use the App, the System, any content or the Internet.

We may, but are under no obligation to review or log any activity or use of the App. You consent to any such monitoring and logging that is necessary to satisfy any law, regulation or government request, or to enhance operational efficiencies, to improve service levels, to perform our contractual obligations in connection with the license of the System, to assess client satisfaction, or to protect Vigil or its users. We reserve the right, but do not assume the obligation, to ban users who violate these Terms from using the App. We also reserve the right to reveal users' identities (or any other information that we may know about users, including IP address(es)) in the event of a complaint or legal

action, including a request by law enforcement authorities. Vigil assumes no liability or responsibility for any unauthorized modifications to the App by any party other than Vigil.

Neither the App nor the System are failsafe, and are not designed for use in emergency situations. Under no circumstances will Vigil, its officers, directors, employees or agents be liable in any way for any loss, damage or injury (including, but not limited to, death or economic loss) related to, or arising from the communication, use, inability to use, or loss of, any Data or other content (whether yours, ours or someone else's) including, but not limited to, as a result of any errors or omissions in any Vigil Content, the System or the App.

Access and Interference

You agree that you will not use any device, software or routine to (i) interfere or to attempt to interfere with the proper working of the App or the System, or their use by any other party, (ii) destroy, manipulate, remove or impair any portion of the App, or (iii) do or cause to be done anything that imposes an unreasonable or disproportionately large load on Vigil's infrastructure or that of any third party hosting facility.

Our Intellectual Property Rights

Vigil is the owner or authorized licensee of the App and the System, including any underlying software, documentation and updates, and any Vigil Content and other information and materials created, supplied or made available by us, and the selection and arrangement thereof are protected by Canadian and international copyright, and other intellectual property laws and treaty provisions.

"Vigil", "Vigil Health Solutions", "[Vigil.com](https://www.vigil.com)" and other related domain names, and other trademarks and design marks, trade dress, service names, logos and associated designs used in connection with the App are trademarks and/or registered trademarks of Vigil Health Solutions Inc. and/or its licensors or related companies. All other product, brand and company names and logos used or mentioned in or on the App, the System or any content accessed through the App, may be the trademarks (registered or unregistered) of their respective owners. Except as expressly permitted by law, the use, copying, imitation or modification of any trademarks without the express written consent of the owner of the trademark is strictly prohibited. You will not remove, alter or conceal any trademark or other proprietary rights notices incorporated into or accompanying the App, any Vigil Content or any other information or materials accessed through the App.

Equipment and Data Connections

Use of the App is dependent upon your use of a supported mobile device and Internet access which are not supplied by Vigil, as well as on the proper operation of the System by the System Licensee. Accordingly, the quality, availability and security of the App may be affected by factors beyond Vigil's control. Without limitation, Vigil will not be liable for any inability to access or use the App or the System, or for any data security breaches, resulting from the unavailability of network or Internet access, from any failure to maintain or secure Internet connections, power outages, or due to any failure of the System that does not result from Vigil's breach of its agreement with the System Licensee.

You are solely responsible for your use of the App and for obtaining, maintaining, securing and paying for all communications services, mobile devices, and other equipment and services required to access and use the System, the App and any Data. The terms of your agreement with your mobile network provider and other third party service providers may apply when using the App. You must comply with all third party

terms when using the App, and you will be solely responsible for any use that is in violation of those terms. You acknowledge that you may be charged by your mobile network provider for access to network connection services while using the App, and that such charges are your sole responsibility. Further, Vigil assumes no responsibility and shall not be liable for any damage to, or viruses that may infect, your equipment (including mobile devices) or other property as a result of your access to, or use of the App or the System, or from sending, receiving, using or downloading Data, unless resulting from Vigil's gross negligence or wilful misconduct.

Indemnity

You agree to defend, indemnify and hold Vigil, our licensors, and each of our and their respective officers, partners, directors, employees and agents harmless, from and against any and all losses, costs and damages, including those arising in connection with any third party claims, resulting from or related to: (a) your breach of these Terms, (b) your access to or use (or misuse) of the App or the System; (c) your use, communication, generation, submission or transmission of any Data, or (d) your violation of any other party's rights including, without limitation, any intellectual property, privacy or proprietary right. You agree to use your best efforts to cooperate with us in the defense of any claim made against us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE AS FOLLOWS:

(A) YOUR USE OF THE APP, INCLUDING ANY DATA, TOOLS OR CONTENT, IS AT YOUR SOLE RISK.

(B) THERE MAY BE DELAYS, OMISSIONS, ERRORS AND/OR INACCURACIES IN THE APP, THE SYSTEM, DATA AND/OR OTHER CONTENT, FOR WHICH WE CANNOT BE LIABLE.

(C) THE APP IS PROVIDED TO YOU SOLELY FOR YOUR USE WITH THE SYSTEM, IN ACCORDANCE WITH THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP, VIGIL CONTENT, AND ANY OTHER DATA, INFORMATION, TOOLS AND MATERIALS THAT WE MAKE AVAILABLE TO YOU OR THAT YOU ACCESS THROUGH THE USE OF THE APP, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(D) WITHOUT LIMITING THE GENERALITY OF PARAGRAPH (C), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTY THAT (I) THE APP, THE SYSTEM, OR ANY CONTENT OR OTHER INFORMATION, TOOLS OR MATERIALS WILL MEET YOUR EXPECTATIONS OR SATISFY YOUR REQUIREMENTS, (II) THE USE OF THE APP, THE SYSTEM, OR ANY CONTENT OR OTHER MATERIALS WILL BE FAILSAFE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE TIMELY, COMPLETE, ACCURATE, RELIABLE OR USEFUL, AND (IV) ANY ERRORS IN THE APP, THE SYSTEM, OR ANY RELATED CONTENT OR OTHER MATERIALS WILL BE DETECTED OR CORRECTED.

(D) THE ACCESS, GENERATION AND TRANSMISSION OF ANY DATA OR OTHER CONTENT THROUGH THE USE OF THE APP IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING HARM OR DAMAGE, INCLUDING (BUT NOT LIMITED TO) DAMAGE TO YOUR MOBILE DEVICE AND ANY LOSS OR CORRUPTION OF DATA.

(E) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NO INFORMATION OBTAINED BY YOU FROM US THROUGH YOUR USE OF THE APP OR THE SYSTEM WILL CREATE ANY WARRANTY OR OTHER LIABILITY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

YOU AGREE THAT IF YOU ARE DISSATISFIED WITH THE APP, VIGIL CONTENT, OR WITH ANY RESULTS OBTAINED THROUGH THE USE OF THE APP, YOUR ONLY REMEDY IS TO DISCONTINUE USE OF THE APP. YOU EXPRESSLY UNDERSTAND AND AGREE THAT VIGIL WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE APP, THE SYSTEM, ANY VIGIL SYSTEMS, ANY CONTENT, OR ANY DATA, TOOLS, MATERIALS, OR SERVICES ACCESSED, GENERATED OR TRANSMITTED THROUGH THE USE OF THE APP; (II) ANY ERRORS OR OMISSIONS IN THE APP OR ANY CONTENT; (III) THE SUSPENSION OR TERMINATION OF YOUR ABILITY TO USE THE APP OR ACCESS THE SYSTEM; (IV) ANY INTERRUPTION, FAILURE OR CESSATION OF TRANSMISSION TO OR FROM OUR SYSTEMS; (V) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (VI) UNAUTHORIZED ACCESS TO OR ALTERATION OF VIGIL SYSTEMS, THE SYSTEM, YOUR DATA AND/OR OTHER CONTENT; (VII) STATEMENTS BY OR CONDUCT OF ANY THIRD PARTY USING THE APP; (VIII) ANY BUGS, VIRUSES OR THE LIKE THAT ARE TRANSMITTED TO OR THROUGH OUR APP, SYSTEMS OR SERVICES BY ANY THIRD PARTY; OR (IX) ANY OTHER MATTER OR EVENT RELATING TO OR RESULTING FROM YOUR OR ANY OTHER PARTY'S USE OF THE APP OR THE SYSTEM.

YOU EXPRESSLY ACKNOWLEDGE THAT WE HAVE ENTERED INTO THIS AGREEMENT WITH YOU, AND HAVE AND WILL MAKE THE APP AVAILABLE TO YOU IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THESE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THESE TERMS WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF, FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THE AGREEMENT BETWEEN YOU AND US.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages and, accordingly, some or all of the above limitations may not apply to you. In such jurisdictions, you agree that our liability shall be limited to the greatest extent permitted by applicable law. Notwithstanding any other provision of these Terms, in no event will Vigil's total aggregate liability for all claims exceed \$500. Further, if you obtained the App through the Apple App Store, you may notify Apple in the event of a breach of warranty, whereupon Apple will refund any purchase price paid by you for the use of the App, which shall be Apple's sole and exclusive obligation with respect to any failure by the App to conform to any warranty.

Termination

You or the System Licensee may terminate your use of the App at any time, for any reason or for no reason by contacting Vigil at support@vigil.com. Your ability to use the App will immediately terminate if the System Licensee's license to use the System terminates for any reason, or if you are no longer an authorized user of the System.

In addition to any other termination rights that Vigil may have, we reserve the right to modify, suspend, discontinue or terminate the App or any party's ability to access or use

the App, our materials and other Vigil Content, at any time and for any reason (or no reason), including any breach by you of these Terms.

Upon termination, you will have no further right to access or use the App, and any rights and licenses granted to you under these Terms will terminate. Termination or other discontinuation of your use of the App will not relieve you of liability for any obligations arising prior to termination regarding the use and protection of intellectual property or confidential information, ownership, or indemnification, nor will it relieve you of any liability for any breach of these Terms.

Governing Law/Jurisdictional Issues

These Terms will be interpreted, construed and governed by the laws in force in the Province of British Columbia, and the federal laws of Canada applicable therein, without reference to its conflicts of laws principles. The parties agree that the *International Sale of Goods Act* and the *United Nations Convention on Contracts for the International Sale of Goods* will have no application to these Terms. Each party agrees to submit to the exclusive jurisdiction of the courts of the Province of British Columbia sitting at Vancouver, and to waive any objections based upon venue; provided, however, that Vigil will have the right to obtain injunctive or other equitable relief in any court of competent jurisdiction in order to restrain or prevent loss or damage to its property, reputation, interests or assets. You agree that any claim or action brought by you in connection with these Terms or your use of the App, the System or any content will be brought within twelve (12) months of the first occurrence of the loss or damage on which the claim is based.

You may only resolve disputes with Vigil on an individual basis, and may not bring a claim as a plaintiff or class member in a class, consolidated, or representative action. Class arbitrations, class actions, and consolidation with other claims or arbitrations are not permitted under these Terms.

International Users

The App originates and is owned by parties having operations in the Province of British Columbia, Canada. The App is offered only in jurisdictions where it may be legally offered, and is offered only to persons to whom it is lawful to make a solicitation. You agree to comply with all applicable laws, rules and regulations governing your use of the App, including laws regulating the import or export of data to or from Canada and your country of residence.

Miscellaneous

The owner of the App is Vigil Health Solutions Inc., having its world headquarters at #2102-4464 Markham Street, Victoria, BC, Canada V8Z 7X8. Questions, complaints or claims regarding the App may be directed to Vigil by mail to the address set out in the preceding sentence, by telephone at 250-383-6900, or by email to support@vigil.com.

These Terms, including the Privacy Policy, contain the entire agreement governing your use of the App. The legal agreement created by your acceptance of these Terms cannot be transferred or assigned by you. We may assign this agreement and/or any of our rights or obligations under these Terms at any time, without notice.

Our failure to exercise or enforce any right or remedy under these Terms will not constitute a waiver of such right or remedy.

No use of the App, the System or any Vigil Content will create or be deemed to create any relationship between you and Vigil other than that of independent contractors.

The provisions of these Terms are severable. If any individual term or condition is held to be invalid, unenforceable or contrary to applicable law, that provision will be construed, limited, altered or deleted, as necessary, to eliminate the invalidity, unenforceability or conflict with applicable law while endeavoring to preserve the intention of the provision, and all other terms and conditions will remain in full force and effect.

Vigil may communicate with you by email or by posting notices through the App. You consent to receive communications from Vigil electronically, and agree that all notices, waivers, agreements, disclosures and other communications satisfy any legal requirements that such communications be in writing. You further agree that these Terms, and all correspondence and documentation relating to these Terms and your use of the App, will be written in the English language. Vous acceptez que ces termes d'usage, ainsi que toute la correspondance et la documentation relative à ces termes d'usage, soient rédigées en langue anglaise.

If you wish to contact us with any questions, comments or concerns regarding these Terms, the App or the System, or to provide any notice pursuant to these Terms, please contact us at support@vigil.com.

2019-JUN-06