

Terms and Conditions of Use

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In consideration of the mutual promises and agreements contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and Lakeside Wellness agree as follows:

1. Purpose and Software Services

The Software is made available to you for the purpose of providing you with information and temporary access to services regarding mental health and wellness and related services. From time to time, the Software may provide certain Services, each of which may be subject to the acceptance of the terms and conditions of use specific to that Service (“**Service Terms**”) and all other operating rules, policies, and procedures that may be published on the Software by Lakeside Wellness from time to time and which will be made known to you prior to your use of any such Services. You understand and agree that any and all Service Terms apply in addition to, and do not replace, these Terms of Use. In the event of any inconsistency between these Terms of Use and any applicable Service Terms, these Terms of Use shall prevail, but only to the extent of such inconsistency and only when governing the use of the applicable Service. Lakeside Wellness reserves the right to change the Software or change, eliminate or interrupt any of the Services upon thirty (30) days’ notice and for any reasons whatsoever.

2. Acceptance and Modification of Terms

The Software and Services are offered subject to acceptance of all of the terms and conditions contained in these Terms of Use. Lakeside Wellness reserves the right to modify or replace the Terms of Use, including sections 3 to 30. Should Lakeside Wellness wish to modify or replace these Terms of Use, it will provide you with notice of such changes by posting an icon on the Software indicating same for 30 days prior to the coming into force of the changes. If

you use the Software after receiving notice of any such modification or replacement, you are deemed to have read and are indicating your acceptance of, and you agree to be bound by, the modified or replaced terms of use, which modified or replaced terms of use shall be the Terms of Use.

3. Minors

The Software and Services are not marketed or directed toward children or any person under the greater of: the age of 18 or the age of majority in the jurisdiction where you reside (the “**Majority Age**”). Children or any person under the Majority Age may use the Software and Services only with the involvement and consent of a parent or guardian. Such parent or guardian shall be the person deemed to be accessing and using the Software and Services and the proper contracting party under these Terms of Use. Such parent or guardian is deemed to have read, and agrees to be bound by, these Terms of Use.

4. Registering for the Software Account

If you enrol in Lakeside Wellness’ Services and consent to use the Software, you may have the option to create a profile on the Software that saves your Personal Information and Personal Health Information (as defined herein) (“**Software Account**”), which will be managed in accordance with Lakeside Wellness’ information management policies and procedures including those pertaining to the collection, use and disclosure of Personal Information and Personal Health Information (as defined herein). Features and functions of the Software and Lakeside Wellness’ policies and procedures for information handling may change without notice and it is your responsibility to ensure that you understand how to use the Software in accordance with these updated policies and procedures.

Your Software Account will be password protected and only you will have access to the Software using this account. Your Software Account consists of an online email address (“**Email**”), username (“**Username**”), and a password (“**Password**”). In order to receive a Software Account, you agree (i) to provide, true, accurate, current and complete information as prompted by a registration form about you; and (ii) to maintain and promptly update such information to ensure it remains true, accurate, current and complete. If Lakeside Wellness has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lakeside Wellness has the right to suspend or terminate your Software Account and your access to all or part of the Software.

To access and use certain features of the Software, you will need to provide Lakeside Wellness with certain current, complete, and accurate information, including your first name, last name, and other names that identify you (including personally-identifying social media usernames or handles), your email address, your address, including shipping address and billing address, your telephone number, credit card information (depending on payment method selected), profile photo, professional licensing details, educational background, work experience, and any other data or information that has been requested by Lakeside Wellness and provided by you to Lakeside Wellness

In these Terms of Use, “**Personal Information**” means any information about an identifiable individual, such as your first name, last name, and other names that identify you, your email address, your address, including shipping address and billing address, your telephone number, credit card information (depending on payment method selected), profile photo, professional licensing details, educational background, work experience, and any other information that identifies who you are. “**Personal Health Information**” means identifying information about an

individual in oral or recorded form, if the information relates to the physical or mental health of the individual, including information that consists of the medical history of the individual and the individual's family, and is consistent with the definition as set out in relevant privacy and health privacy legislation. Personal Information and Personal Health Information will be used by Lakeside Wellness solely in accordance with these Terms of Use and Lakeside Wellness' Privacy Policy (the "**Privacy Policy**").

You are responsible for maintaining the confidentiality of the Password you use in association with your Software Account and are responsible for all activities that occur under your Username and Password. You agree to notify Lakeside Wellness immediately of any unauthorized use of your Username and/or Password or any other breach of security, and to ensure that you log out from your Software Account at the end of each session. Lakeside Wellness will not be liable for any loss or damage arising from your failure to protect your Username or Password from loss or inappropriate use.

5. Content

The Software and Services may include images, text, works, visual files, audio files, sounds and other content, data, and services that are owned by third parties ("**Third Party Content**"). You agree that all of the terms and conditions of these Terms of Use relating to the Software and Services apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms of Use. Lakeside Wellness is not responsible, and assumes no liability, for any Third Party Content. Without limiting the generality of the foregoing, Lakeside Wellness uses the following Third Party Content on the Software:

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6. Copyright and Limited License

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Always seek the advice of a physician, or other qualified health care provider properly licensed to practice medicine or general health care in your jurisdiction, concerning any questions you may have regarding any information obtained from the Software or Services. Information provided by or obtained on the Software or Services is not exhaustive and is not intended to be a substitute for medical advice. You should not act or abstain from acting based on any information provided exclusively by the Software or Services.

Do not use the Software or Services to communicate or treat medical emergencies. If there is a medical emergency, call a physician, qualified health care provider or 911 immediately. Under no circumstances should you attempt medical treatment based on anything you see or read on the Software. Neither the Software nor the Services create physician-patient relationships. The presentation of information on the Software or via the Services does not establish a physician-patient relationship between users and Lakeside Wellness.

8. Suspension, Termination of Access, and Closing of Accounts

Access to and participation in the Software is entirely voluntary. You may discontinue your participation in the Software at any time by notifying Lakeside Wellness. Should you discontinue your participation in the Software, or if your access to the Software is discontinued or terminated for any reason, your Software Account Username and Password will be deactivated. Where a Software Account holder decides to discontinue participation in the Software, access by all Software Users linked under that Software Account will be terminated and their Usernames and Passwords deactivated.

Lakeside Wellness may suspend or terminate your access to the Software or any Services immediately without prior notice and without further obligation or liability to you if, in Lakeside Wellness' sole, absolute, and unfettered discretion, we determine you have breached these Terms of Use. Lakeside Wellness may also suspend your access to the Software or any

Services or terminate these Terms of Use at any time without written notice to you for any reason whatsoever. If the Terms of Use are terminated for any reason, you are still bound by the Terms of Use as set out herein. Lakeside Wellness has no liability of any kind or any nature whatsoever to you solely by reason of any change, modification, suspension or discontinuance of the Software or any Services in accordance with its terms. You agree that you shall not make any claim against Lakeside Wellness, including with respect to any lost revenue, profits or opportunities as a result of such change, modification, suspension or discontinuance or on account of any expenditures made or actions taken in reliance on the expected continuation of the Software, any Services or these Terms of Use.

For greater certainty, and without limiting the generality of the foregoing, if your access to any Services is terminated, regardless of the reason for the termination, you will no longer have any rights in or to, including access to, those Services.

The disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities contained in these Terms of Use apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law. Furthermore, nothing herein shall be construed as Lakeside Wellness' agreement to the application of any such statutes conferring any such rights.

To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Terms of Use. Lakeside Wellness shall not be required to refund to you any amounts prepaid, if any, for use of the Software or any Services if Lakeside Wellness has terminated your account or your use of, or access to, the Software and/or any of the Services for breach of these Terms of Use. Lakeside Wellness may also terminate your access to the Software without notice at any time for any reason whatsoever, and any fees or charges paid by you in advance, if any, shall be refunded on a pro rata basis.

9. Use Restrictions

You agree that when using the Software you will not: (a) transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties; (b) transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party; (c) to the maximum extent permitted by applicable law, interfere with or circumvent any copyright or other technical protection mechanism or reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Software or any software or technology or content forming part thereof; (d) transmit data which constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; (e) transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law; (f) use the Software or Services to harvest addresses, send spam or otherwise breach these Terms of Use or the Privacy Policy; (g) use any spider, robot or other automated or electronic agent to monitor or copy web pages or any content from the Software or for any other purpose in connection with your access to and use of the Software; (h) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Software or to shut down, overload or overwhelm the Software; (i) copy, republish or redistribute any part of the Software, including by caching, framing or similar means, without the prior written consent of Lakeside Wellness; (j) transmit any data or content that could be considered personally-identifiable

information, including, but not limited to, personal health information, except where requested by Lakeside Wellness, or (k) upload or make Postings (as defined in these Terms of Use) that exceed a reasonable amount of server usage, as determined by Lakeside Wellness in its sole, absolute, and unfettered discretion, for the purposes of your access and use of the Software and Services.

For greater certainty, Lakeside Wellness may suspend or terminate your access to the Software or the Services, as described in section 8 of these Terms of Use, if you breach any of the foregoing use restrictions.

10. Electronic Notices

Lakeside Wellness will send you notifications, alerts and other communications by email (at the email address provided on your Software Account) and/or through the Software, including:

- Alerts and requests for information in relation to identity theft and other fraud or security-related activities;
- Requests for information that may be required in connection with Lakeside Wellness' legal obligations;
- Notifications containing legal disclosures;
- Communications arising from all manner of legal actions, causes of action, complaints, claims, applications to administrative tribunals, legal demands or otherwise;
- Notifications of corporate actions that require your attention;
- Alerts providing you with reminders or Account-related instructions; and
- Other Account-related alerts requested by you.

You agree that receipt of these notifications, alerts and other communications by email as determined by Lakeside Wellness is a mandatory and integral part of your Account.

11. Risks of Using Email

The security of email messages is not guaranteed. Messages sent to, or from, Lakeside Wellness may be seen by others using the Internet. Email is easy to forge, may be accidentally forwarded, and may exist indefinitely. For this reason, it is recommended that you do not use email to discuss information you think is sensitive. If you decide to use email, please inform Lakeside Wellness if there are certain types of information that you do not want to discuss by email. Do not use email in an emergency because email can be delayed.

12. Rules Governing Postings Made to the Software

The Software may provide features which allow you to participate in discussion groups, to communicate with Lakeside Wellness, its agents and other third party users and to otherwise post/upload/communicate information, files, documents, or other materials ("**Postings**"). Lakeside Wellness does not control the content of any Posting and has no obligation to monitor any Posting. While Lakeside Wellness may attempt to delete insulting, offensive or inaccurate Postings, it cannot prevent them from being uploaded and is not responsible for their content or any damages resulting therefrom. However, Lakeside Wellness reserves the right at all

times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to edit, refuse to upload or to remove any Posting, in whole or in part, that, in Lakeside Wellness' sole, absolute, and unfettered discretion, are objectionable, inaccurate, misleading or in violation of these Terms of Use. For greater certainty, Lakeside Wellness will fully cooperate with any legal obligation to disclose the identity of anyone posting threatening, libelous, obscene, pornographic, profane or otherwise offensive or illegal materials. You acknowledge that you alone are responsible for the content of Postings to the Software and the consequences thereof.

The Software is used by multiple users and we ask each that each user respect the rights of each other user of the Software. It is a condition of your use of the Software that you do not:

- Restrict or inhibit another user from using and enjoying the Software, interfere or attempt to interfere with the proper workings of the Software or do anything which, in the sole, absolute, and unfettered discretion of Lakeside Wellness, imposes an unreasonable or disproportionately large burden on the Software infrastructure;
- Post or transmit any unlawful, abusive, defamatory or obscene information of any kind, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law;
- Post or transmit any information, including, without limitation, articles, images, stories, software, or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein or derivative works with respect thereto, without first obtaining permission from Lakeside Wellness or rights holder;
- Post or transmit any information or material which contains a virus or another harmful component;
- Post or transmit "junk mail", "chain letters", unsolicited mass mailing or "spam";
- "Mine" or otherwise use the Software for commercial purposes, including, without limitation, posting, or transmitting any information or material which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising and pyramid schemes; or
- Engage in any other behavior in connection with the Software which Lakeside Wellness in its sole, absolute, and unfettered discretion determines is objectionable.

Subject to any applicable law, any Postings made using this Software or otherwise made to Lakeside Wellness are made on a non-confidential basis. Any data contained in the Postings in which all personal identifiers have been removed, such that the information could not reasonably be used to identify the individual, is non-confidential information. Lakeside Wellness is under no obligation to refrain from reproducing, publishing or otherwise using them, and may use them, in any way or for any purpose. You agree to not assert any ownership right of any kind in such communications (including, without limitation, copyright, trademark, patent, unfair competition, moral rights, or implied contract) and you hereby grant a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to Lakeside Wellness to use, copy and display all Postings, and waive the right to receive any financial or other

consideration in connection with such Postings including, without limitation, acknowledgement of yourself as the source of such Postings.

13. Privacy of Personal Information and Personal Health Information

At the time of Software Account registration on the Software, by accepting these Terms of Use you provide Lakeside Wellness with your express consent to collect, use and dispose of Personal Information and Personal Health Information that you provide to Lakeside Wellness in accordance with our Privacy Policy, for the purpose of providing you, and any person you authorize, with consolidated online access to the Software.

You can permanently remove Personal Information and Personal Health Information from your Software Account at any time. In case you want to recover the deleted information, Lakeside Wellness may be able, at its sole, absolute, and unfettered discretion, to retrieve a back-up copy of the Personal Information and/or Personal Health Information that was stored on the Software for up to 30-days after you instruct the Software to delete this information. Otherwise, Personal Information and Personal Health Information, including any that was paid for through the use of the Software, are permanently removed from the Software and must be recreated on the Software or repurchased.

In the event that you save, print, fax, or transmit copies of your Personal Information and/or Personal Health Information from the Software ("**Downloaded Information**"), you are responsible for maintaining the privacy and security of this information. Lakeside Wellness will not be liable for loss, theft, or any consequences arising from misuse of Downloaded Information.

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14. Cookies and Computer Data

You agree that Lakeside Wellness has the right to monitor and review your use of the Software and Services from time to time, and to access, collect, store, and use your Internet Protocol address (IP address), type of device, device specifications, cookies, log files, and social network remarketing pixels for the purpose of your access to and participation in the Software, in accordance with the Privacy Policy.

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IF YOU ARE DISSATISFIED WITH THE SOFTWARE, THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF COMPANY IN OPERATING THE SOFTWARE AND IN PROVIDING THE SERVICES YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USING THE SOFTWARE AND SERVICES.

16. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ANY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND THIRD PARTY CONTRACTORS, SUPPLIERS AND LICENSORS (COLLECTIVELY THE "**COMPANY PARTIES**"), BE LIABLE TO YOU, OR TO ANY OTHER PARTY, FOR ANY LOSSES, COSTS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF (OR THE INABILITY TO USE) THE SOFTWARE, SERVICES, OR ANY COMPANY CONTENT OR THIRD PARTY CONTENT (REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, EQUITY, STRICT LIABILITY, BY STATUTE OR OTHERWISE AND REGARDLESS OF THE OCCURRENCE OF A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE) THAT EXCEEDS, IN THE AGGREGATE, THE AMOUNTS THAT YOU HAVE PAID COMPANY IN RESPECT OF THE GOODS AND/OR SERVICES, AS APPLICABLE, PURCHASED BY YOU: 1.) IN THE 30 DAY PERIOD THAT IMMEDIATELY PRECEDED THE DATE OF YOUR CLAIM; OR 2.) THAT MOST PROXIMATELY RELATES TO YOUR CLAIM, WHICHEVER IS LOWER, OR IF YOU HAVE MADE NO SUCH PAYMENTS TO COMPANY, TEN CANADIAN DOLLARS (CA\$10).

IN NO EVENT WHATSOEVER SHALL THE COMPANY PARTIES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO MEDICAL INJURY, PERSONAL INJURY, MENTAL DISTRESS, WRONGFUL DEATH, IMPROPER DIAGNOSIS, INACCURATE INFORMATION, OR IMPROPER TREATMENT, THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF SOFTWARE OR THE PROVISION OF THE SERVICES (INCLUDING IN ANY CONNECTION WITH ADVICE, PROGRAMMING, OR ANY SERVICES RENDERED BY COMPANY, THE TRANSMISSION OR DOWNLOADING OR STORAGE OF ANY DATA OR SUBMISSIONS TO OR FROM THE SOFTWARE OR THE USE OF, OR RELIANCE ON, ANY COMPANY CONTENT OR OTHER INFORMATION OR DATA CONTAINED ON OR PROVIDED THROUGH THE SOFTWARE OR SERVICES, OR LOSS OF OR DAMAGE TO FILES OR DATA OR ANY COSTS OF RECOVERING OR REPRODUCING ANY FILES OR DATA OR LOSS OF USE OR LACK OF AVAILABILITY OF SERVICES OR ANY BUSINESS INTERRUPTION OR LOSS OF REVENUE OR PROFIT OR ANY OTHER ECONOMIC LOSS WHATSOEVER) HOWEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION AND WHETHER OR NOT FORESEEABLE, EVEN IF THE COMPANY PARTIES OR ANY OF THEM HAS BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES.

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THE TERMS AND CONDITIONS OF THESE TERMS OF USE THAT LIMIT LIABILITY REFLECT AN INFORMED VOLUNTARY ALLOCATION OF RISK; SUCH ALLOCATION REPRESENTS A MATERIAL PART OF THESE TERMS OF USE. YOU AGREE THAT THE LIMITATIONS OF LIABILITIES SET OUT IN THESE TERMS OF USE ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES AND THAT YOU AND LAKESIDE WELLNESS WOULD NOT HAVE ENTERED INTO THESE TERMS OF USE BUT FOR THE APPLICATION OF THE PROVISIONS OF THESE TERMS OF USE THAT LIMIT LIABILITY.

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All product, brand and company names and logos and trademarks displayed on the Software or used in connection with the Services are the trademarks of Lakeside Wellness (or its suppliers, partner businesses or third party licensors). Any use of any of the marks appearing on the Software or in connection with the Services without the express written consent of Lakeside Wellness or the owner of the mark, as appropriate, is strictly prohibited.

19. Links

Lakeside Wellness provides links on the Software to other websites or resources, including those operated by parties other than Lakeside Wellness. These links are provided for your convenience and Lakeside Wellness is not responsible for the availability of such websites or resources and does not endorse or accept responsibility for the content of such external websites or resources and has no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the external websites or resources. Your access and viewing of any third party websites or resources is conducted at your own risk. You are strongly advised to check the terms of use and the privacy policies of these external websites or resources before making use of them. You acknowledge that Lakeside Wellness may remove any link to an external website or to resources at any time for any reason whatsoever.

20. Jurisdiction and Choice of Law

The Software and the Services are administered by Lakeside Wellness from a site that is located in Ontario, Canada. You acknowledge and agree that your use of the Software and all

of the communications, transmissions and transactions associated with the Software and the provision of the Services shall be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, and that the law of the Province of Ontario is the proper law, without regard to conflict of laws rules or to private international law principles. The laws of any other jurisdiction shall not apply to these Terms of Use or the subject matter thereof.

All disputes, disagreements, controversies, questions or claims arising out of or relating to these Terms of Use, or in respect of any legal relationship associated with or arising from these Terms of Use, including, but not limited to, with respect to the formation, execution, validity, application, interpretation, performance, breach, termination or enforcement of these Terms of Use, will be determined by litigation in the Courts of the Province of Ontario sitting in Toronto, to the exclusive jurisdiction of which you irrevocably attorn.

If you live outside of the Province of Ontario, you may also be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law. However, nothing herein shall be construed as Lakeside Wellness' agreement to the application of any such consumer protection laws.

You expressly agree that, in the event that there is a dispute under these Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

21. Force Majeure

Lakeside Wellness shall not be liable for delays in or for failures to perform hereunder due to causes: i.) beyond our reasonable control; ii.) that could not reasonably have been foreseen by Lakeside Wellness at the time of the effective date of the Terms of Use and/or Service Terms (as applicable); and iii.) the effects of which could not have been commercially reasonably avoided or overcome by Lakeside Wellness, where such causes include acts of God, acts or omissions of you or a third party, service failures, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power surges or power outages, pandemics or epidemics, public health emergencies, climate change, flood, earthquakes, riot, or war.

22. Entire Agreement

These Terms of Use, together with any applicable Service Terms and any documents incorporated by reference herein, constitute the entire agreement between you and Lakeside Wellness as it relates to the access to, and use of, the Software and Services and the subject matter of these Terms of Use, and supersede all prior or contemporaneous agreements, proposals, proof of concepts, understandings, letters of intent, representations, negotiations, and discussions, whether written or oral, between Lakeside Wellness and you. Unless superseded by subsequent written agreement, these Terms of Use will continue to govern the relationship between you and Lakeside Wellness in respect of the matters contained herein.

23. Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable

as a signed agreement. A printed version of these Terms of Use and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

24. Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Software and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and laws related to Personal Information. The Software and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of the Software from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Software is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Software due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

25. Contact/Notices

If you have any questions about the Terms of Use, or need to provide notice to, or communicate with, Lakeside Wellness under the Terms of Use, please contact Lakeside Wellness in writing via either email or at the address specified below:

Lisa Romano-Dwyer d.b.a. Lakeside Wellness Therapy Affiliates
1755 Queen St. East
Toronto, ON
M4L 3Y4
Canada

E-mail: lakesidewellnesstherapy@gmail.com
Phone: 416-951-8280

Lakeside Wellness may provide notices or communications to you on the Software and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

26. Language

It is the express wish of the parties hereto that the Terms of Use and all related documents, including notices and other communications, be drawn up only in English. *La volonté expresse des parties aux présentes est que les présentes modalités / ces "Terms of Use" et tous les documents s'y rattachant, y compris les avis et les autres communications, ne soient rédigés qu'en anglais.*

27. Waiver

No delay or omission by Lakeside Wellness to exercise any right or power it has under these Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any

succeeding breach or any other covenant. Any waivers by Lakeside Wellness must be in writing and signed by an authorized representative of Lakeside Wellness

28. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms of Use shall be valid and enforceable to the extent permitted by law. You agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that has the effect nearest to that of the provision being replaced.

29. Assignment

These Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with Lakeside Wellness' prior written consent. Lakeside Wellness may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

30. Interpretation

In these Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word "including" means "including, without limitation," throughout these Terms of Use; (c) all dollar amounts, if any, are expressed in Canadian currency unless expressly provided otherwise; (d) the division of these Terms of Use into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Terms of Use; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (f) you and Lakeside Wellness agree that these Terms of Use shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms of Use.

Posted: [DATE, i.e., the initial posted date]

Last Updated: [DATE; you may also wish to describe the amendment very briefly, e.g., if a new third party service provider is being used in connection with your business]

Effective Date: [DATE + 30 DAYS, i.e., after the initial posted date or latest amendment]