

VYITALITY TERMS AND CONDITIONS

The following Terms and Conditions (“Terms and Conditions” or “Agreement”) will govern your access and use of www.vyitality.ca (“Website”), all related websites, and the web and mobile-based application (“Application”, collectively the “Sites”) owned and operated by Vytality at Home Ltd. (references to “Vytality at Home”, the “Company”, “we”, “us”, “our” are references to Vytality at Home Ltd. Additional terms apply to the use of the caregiving services provided by Vytality at Home Ltd. (“Services”). Please refer to your Care Plan Agreement for these additional terms.

These Terms and Conditions may be updated frequently, and we encourage you to review them each time you login to our Site.

By clicking “I agree” or accessing or using the Sites you agree to be bound by the Terms of Use and the Privacy Policy. If you do not agree with these Terms and Conditions, your sole recourse is to discontinue use of the Sites immediately. Please also review our [Privacy Policy](#) for details on the manner in which we collect, use, disclose and otherwise manage any of your personal information.

The highlights of the Terms of Use below are provided for your benefit and are only meant to be an overview. Please read the complete Terms of Use for full details. By using the Sites, you are agreeing to the full Terms of Use below. Be sure to occasionally check back for updates.

Highlights of the Terms of Use

- *Ownership/Restriction of use:* Use of our Sites for any purpose not expressly permitted in the Terms of Use or otherwise consented to by us is not permitted
- *Account Registration:* You will need to create an account to use some of the features of the Sites. You are responsible for providing true information and keeping it safe. You can only access certain features of our Application if the person receiving care has provided permission.
- *License to Use:* We are licencing the Sites to you for your personal use.
- *Code of Conduct:* You agree to behave responsibly, which includes obeying all laws and regulations. You agree not to disrupt the Sites. You will not give anyone else access to your account.
- *User Uploads and Content:* You agree that you have the right to post the content you upload and grant us the irrevocable right to use it for certain purposes.
- *Third-Party Websites:* We are not responsible for the content of third party websites that are linked to in our Sites. Please use them at your own risk.
- *Prices:* All prices are quoted in Canadian Dollars for services offered within Canada. Prices are subject to change and to the specific terms of your care service account with Vytality at Home.
- *Professional Advice:* Our Sites do not offer medical advice and no content on our Sites creates a client/physician relationship.

- *Service Availability:* The Sites may not be accessible at all time. We may change or discontinue any of the features of the Sites. We cannot promise to store or keep showing any information or content you've posted.
- *No Warranties:* The Sites are provided "as is" without any warranties. There may be errors, omissions or interruptions.
- *Limitation of Liability:* These are the limits of legal liability we may have to you.
- *Indemnification:* You agree to defend, indemnify and hold harmless Vytality at Home, our licensors and partners and their respective employees, officers, directors, or agents from any and all claims, liabilities, costs and expenses, relating to or arising out of your use of our Sites including your use or access
- *Minors:* You should be at least eighteen(18) years old to use our Sites and have your parent's consent if you are under the age of majority in your province or territory of residence.
- *Governed Location:* Terms and Condition are governed by the laws of the province of Alberta and all applicable Canadian federal laws.
- *Changes and Termination:* We reserve the right to modify or discontinue, temporarily or permanently, our Sites with or without notice.

Complete Terms and Conditions of

About Vytality at Home Ltd.

Vytality at Home provides home care services to assist individuals requiring homecare to stay in their homes. Our Site provides information on our various services, information about featured caregivers, partnerships, a blog with helpful tips and information about seniors and homecare, as well as the ability to register for an account.

Our Vytality Mobile Application (App) connects Vytality at Home clients receiving our home care services with clients, family members and other individuals that they select and who have registered for an authenticated account and subscribe to a feed that provides information on the individual receiving care's location, activities and specific tasks . The App also provides the ability for certain authorized individuals to review and request edits to the care task list, receive task updates and photos and or video links with our care team and clients, view invoices, submit or book the care teams schedule or adjust future appointments and pay for Vytality's Services.

Ownership / Restrictions on Use

The Sites are owned and operated by Vytality at Home Ltc. All text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content or any description available on the Sites or available via a link from

Sites to a page created by Vytality at Home on another website (collectively, the "**Content**"), are the sole property of Vytality at home and/or its licensors. All Content is protected by Canadian, and international copyright, trade-mark, service marks, patents, trade secrets and other proprietary rights and laws.

Vytality at Home Ltd., 2018. All rights reserved.

Use of the Content for any purpose not expressly permitted in these Terms and Conditions or otherwise consented to by Vytality at Home Ltd. is strictly prohibited. You may download or print one copy of the Content to any single device and use one copy of the Content in connection with a cloud-based service provided in each case the copy of the Content is for your personal, non-commercial, informational use only and provided that you keep intact all copyright and other proprietary notices. You may not otherwise copy, reproduce, perform, distribute, display or create derivative works of the Content. Reproduction of multiple copies of the Content, in whole or in part, for resale or distribution is strictly prohibited except with the prior written permission of the Company. To obtain written consent for such reproduction, please contact us at: info@vytality.ca

Additional Definitions

The following defined terms will be used throughout this Agreement and our Privacy Policy. "**Client**" refers to any user who is receiving care through Vytality at Home's Services. "**Customer**" refers to any who pays for our Services. "**Vytality Partner**" refers to a third party that Vytality at Home may use as an adjunct service or support to our clients if necessary.

Account Registration

You will need to create an account to use certain features of our website and App. You can create an account by providing an email address and password. Certain account features are only accessible if you have an account that has been authenticated by Vytality at Home, such as an account to access services on the App. The available features vary depending on your relationship with Vytality at Home (e.g., as a Customer, client, Vytality Caregiver, or Vytality Partner). Additional terms may apply to an authenticated account in accordance to any applicable Care Plan Agreement. Once you have submitted your registration details, we may review your submission and reserve the sole right and discretion in granting or denying any accounts. You are not permitted to allow a third party to access your account unless you have the prior written permission of Vytality at Home. You are responsible for the actions of any third party that you allow to access your account.

A Vytality at Home client receiving care may consent to having a profile on the App and may select individuals who can access information about their care activities and or tasks. If you are an individual selected to subscribe to a feed, you may have access to

the information selected by the Client by creating an account and downloading or accessing the Application. When you create an account with Vytality at Home, you agree to provide true, current, complete and accurate information as requested, and to update that information as soon as possible after any information on such registration changes.

You alone are responsible for keeping your account log-in information confidential, and for any and all activity that occurs on the Sites using that account. Vytality at Home will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. You agree to immediately notify Vytality at Home of any unauthorized use of your account or any other breach of security.

License to Use

The App is licensed, not sold. We grant you a non-exclusive, non-transferable, fully revocable, limited license to install the App on any single computer, mobile device, tablet, or similar technology, and to use the App, solely to be used in connection with our services for your private, personal, use. Where users are customers of Vytality at Home, your license is solely to be for personal use and non-commercial use. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our service providers. Additionally, you agree to abide by the following:

- You agree that you will not copy, attempt to reverse engineer, modify, translate or disassemble Vytality's App in whole or in part, including any attempts to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Vytality App.
- You agree that you will not share your license or access with any other parties, except as provided for under the Terms of Use.
- You agree that you will not use our App except through specific channels provided by us.
- You agree that you will not sell, lease, loan, distribute, transfer, or sublicense the Vytality App or access to it or derive income from the use or provision of the Vytality App unless enabled through the functionality of our Vytality App.

We may automatically check your version of the App and notify you of improvements to its performance, capabilities and any changes to the platform. Please be aware that if you have violated any of the licensing provisions or if we believe your conduct may harm Vytality at Home, we reserve the right to revoke your license immediately.

Code of Conduct

When accessing and using our Sites, you are responsible for your use of the Sites and any use of the Sites made by your account. You agree to abide by all applicable federal, provincial, territorial and other laws and regulations.

In addition, without limiting the foregoing, you agree not to use the Sites, including using the Sites to share any content or to communicate with Vytality at Home, in any manner that:

- a. infringes or violates the rights of any other party (including but not limited to trademark, patent, copyright, publicity or other proprietary rights);
- b. is unlawful, fraudulent or deceptive, or harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise misleading or objectionable;
- c. constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- d. for the purpose of misleading others, causes the creation of a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Sites;
- e. is misleading and inaccurate, including providing reviews or comments on Vytality at Home caregivers that are not based on your experience with that caregiver or that are not based on your own genuine opinion;
- f. impersonates any person or entity, including, but not limited to, a Vytality at Home employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- g. causes the upload of any content that contains any form of destructive software;
- h. uses any robots, spiders, or similar data mining tool to access, acquire, copy, or monitor any portion of the Sites;
- i. copies, modifies, creates a derivative work of, reverse engineers, decompiles, or otherwise attempts to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Sites;
- j. attempts to gain unauthorized access to the Sites, other computer systems or networks connected to the Sites;
- k. takes any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;
- l. interferes with or disrupts networks or servers connected to the Sites;
- m. facilitates or encourages any of the above conduct;
- n. violates Canadian federal, and provincial laws;
- o. attempts to libel, defame, stalk, harass, bully or harm another individual who uses our Sites;
- p. causes, or aids in, the disruption, destruction, manipulation, removal, disabling, or impairment of any portion of our Sites, including the de-indexing or de-caching of any portion of our Sites from a third party's website, such as by requesting its removal from a search engine; or
- q. violates any requirements, procedures, policies or regulations of networks connected to Vytality at Home.

User Uploads and Content

Vytality at Home will allow users to upload content to the Sites, such as to enter information in the App (it could include, but is not limited to personal and credit card information, schedule requests and ratings of caregivers) or make a comment on our

blog. You retain all ownership and intellectual property rights in and to any data uploaded to the Sites (“Your content”) and/or shared via the Sites.

By submitting Your content you warrant and represent that;

- (i) Your content is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright or you have a licence from the owner of Your content and permission to upload Your content and;
- (ii) the posting and use of Your content on or through the Sites, does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights and
- (iii) you grant Vytality at Home a worldwide, limited, royalty-free, irrevocable, transferable, assignable, and sub-licensable license to use, reproduce, publish, and display Your content in whole or in part, without charge, for the purposes of providing the Sites.

If you upload Your content to public areas of our Website such as in a blog comment, you grant us a worldwide, limited, royalty-free, irrevocable, transferable, assignable, and sub-licensable license to use, reproduce, publish, and display Your content in whole or in part, without charge, for any purpose, including advertising or publicity/promotional purposes.

You agree to indemnify and hold harmless Vytality at Home Ltd. from any claims arising from or related to a breach of these warranties and representations, and you waive any and all moral rights that you may have in Your content. Please be aware that we are not required to host, display, migrate, or distribute any of Your content and we may refuse to accept or transmit any of Your content. You agree that you are solely responsible for Your content submitted and you release us from any liability associated with Your content submitted. You understand that we cannot guarantee the absolute safety and security of Your content. Any of Your content found to be in violation of the Terms of Use or that we determine to be harmful to the Sites may be modified, edited, or removed at our discretion. Vytality at Home does not endorse and may not verify, monitor, or restrict Your content submitted. You agree that any third party content or any other information may be inaccurate, unsubstantiated or possibly even incorrect.

This section does not apply to Vytality’s employees or Partners of Vytality at Home who use the Application in the course of engaging our clients. All content uploaded by Vytality’s employees and/or contractors of Vytality at Home belongs to Vytality at Home and/or the Client.

Monitoring

Vytality at Home has the right, but not the obligation, to monitor Your content on the Sites at all times, including but not limited to any comment sections or Client feeds that may hereinafter be included as part of the Sites, to determine compliance with the Terms of Use and any operating rules established by us. Without limiting the foregoing, Vytality at Home shall have the right, but not the obligation, to remove Your content that Vytality at Home in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Third-Party Websites and Services

We may offer links on the Sites to websites owned and operated by third parties. We provide these links as a convenience. We do not review the content of such websites, and neither endorse, nor are responsible for, any content, advertising, products, services or other materials on or available from such third party websites. You assume full responsibility for your use of third party websites. Such websites may be governed by terms and conditions different from those applicable to the Sites, and we encourage you to review the terms and privacy policies of those third parties before using their websites.

The Sites may include a feature that enables you to share certain content from the Sites, such as information from an App feed (including, but not limited to care services, task updates and photos), via a third party, such as Facebook, LinkedIn, You Tube, Instagram, Pinterest or Twitter, which may be publicly posted on that third party's service or application. This will require you to log in to your account on the third-party service. We do not control these third party services or any of their content and is not responsible or liable for any such third-party services or features or for their availability. Your use of these third party services or application is at your own option and risk, and you hold the Sites harmless for activity related to the use of these services. Please remember that any information you disclose on a third party service may cause your or the person receiving care's personal information to become publicly disclosed, so it is important for you to carefully consider what, if any, personal information you choose to share.

We may also offer links to content created by us and available on other websites. If you link to that content you are responsible for ensuring that you comply with the terms of use applicable to those websites while you are visiting them.

Prices

All prices on our Site quoted are payable in Canadian dollars. Although we strive to provide accurate pricing information, errors may occur. We reserve the right to correct any errors in pricing. Additionally, we reserve the right to increase prices at our discretion, where price increases do occur we shall do our best to notify you in a timely manner. We cannot confirm the price of our Services until after we complete an

assessment and you secure your caregiver and agree to additional terms set out in the Care Plan Agreement applicable to the Services. Additional terms related to pricing, bookings, and cancellations of our Services are set out in these terms.

We value your security and privacy with all online transactions. While we implement security measures on these Sites, you should be aware that 100% security is not always possible.

Professional Advice

The Sites do not provide medical advice. The information on the Sites are for informational and educational purposes only, and does not represent the practice of medicine, nor is it intended to diagnose, treat, or provide definitive disease management. The Sites, including the information accessible through a Client feed, are meant to provide information related to the aging population and to provide informational updates about the care of the Vytality at Home Client receiving care based on the observations and assessment of the client. They are not intended to diagnose or treat any disease or disorder or otherwise substitute for professional health care services. Relying on any information provided on the Sites or by Vytality's employees is solely at your own risk.

If you believe you are experiencing some type of medical condition or emergency, please contact 911 or your doctor if you are looking for a personal medical evaluation, diagnosis, or prescription. Do not delay receiving treatment for any health or medical issues due to any content or information found on our Sites. We are not responsible for any decisions or diagnoses which you might claim to come by based upon any content published on our Sites.

PIPA

The Personal Information Protection Act (PIPA) applies to private sector "organizations", such as businesses, employees, partnerships, trade unions and professional regulatory bodies. PIPA defines personal information as "information about an identifiable individual," which can include name, date of birth, phone number, address, physical description, social insurance number, personal financial information, and more. It does not include employee contact information or work product information. PIPA does not have a separate definition for sensitive or "special" personal information. In order for our Sites and Services to function properly, it may require you to enter personal information into our App or Website and or we may enter our clients information including, but not limited to name and demographics. By using our Sites and the associated Services, you agree that we may collect, store and access your Personal Information in order to

facilitate our Services via the Sites. Your Personal Information may be used and disclosed in accordance with our Privacy Policy. If you have any questions regarding your Personal Information and its use at Vytality, please contact us at info@vytality.ca

Service Availability

There will be occasions when the Website and/or App will be interrupted for maintenance, upgrades, emergency repairs or due to the failure of telecommunications links or equipment or other circumstances that are beyond Vytality's control. All reasonable steps will be taken by Vytality at Home to minimize such disruptions where it is within our reasonable control. From time to time, and without notice to you, we may add or delete certain features or functions from the Sites. You agree that we shall not be liable to you for any modification, suspension or discontinuance of the Sites.

We shall have no liability or responsibility with respect to any lost data, such as deletion or failure to store messages, such as messages, personal and financial information, communications or other messages transmitted to you.

No Warranties

Vytality at Home can not guarantee that our sites will not experience downtime due to internet connectivity, accessibility or other interruptions in service. Vytality at Home does not represent that our sites will be error free or uninterrupted. That defects will be corrected; or that the sites or the server that makes the sites available is free from any harmful components. Without limiting the above, the sites, any content and the Vytality at Home Services are provided As Is. Without Warranty or any kind and Vytality at Home makes no warranties, expressed or implied, but operation of law or otherwise and expressly disclaim all warranties, express, implied or statutory including but not limited to the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus. Additionally, Vytality at Home does not represent or warrant A) That there are no viruses or other harmful components on the sites or any downloadable software B) That a party's security methods employed will be sufficient in all circumstances or in the face of all attacks, or C any information will be correct, complete, or accurate. Some jurisdictions limit the ability to disclaim all warranties, so this clause or some portions of this clause may not apply to you.

Limitations of Liability

IN NO EVENT SHALL VYTALITY AT HOME, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (1) YOUR USE OR INABILITY TO USE THE SITES OR ANY ERRORS, MISTAKES, OR INACCURACIES FOUND WITHIN THE SITES, (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITES, (3) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR SITES TO YOU, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITES VIA A THIRD PARTY, (5) ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL, (6) YOUR INTERACTIONS WITH ANY EMPLOYEE OR THIRD PARTIES OR ANY CAREGIVER OR THIRD PARTY CONTENT PLACED ON THE SITES, (7) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS OR (8) THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Some Provinces and jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from Province to Province. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (1) death or personal injury caused by Vytality at Home, such as deletion or failure to store messages negligence or that of any of its officers, employees or agents; (2) fraudulent misrepresentation; or (3) any liability which it is not lawful to exclude either now or in the future. Where a total disclaimer of liability is disallowed you agree that our total liability to you shall not exceed the amounts you have paid to use our sites.

Indemnification

By using the Sites you agree to defend, indemnify and hold harmless Vytality at Home, its licensors, contractors, agents and partners and their respective employees, officers, directors, contractors, agents and partners from any and all claims, liabilities, costs and expenses, including, without limitation, reasonable legal fees and other legal expenses, whether in tort, contract or otherwise, relating to or arising out of your use of the Sites, connection thereto, any allegation that you violated a third party right or any alleged violation by you of these Terms and Conditions. This defense and indemnification obligation will survive the termination of the Terms of Use and your use of the Vytality at Home Sites. You also agree that you have a duty to defend us against such claims and we may require you to pay for a lawyer(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

Minors

You must be at least eighteen (18) years old to use the Sites and if you are under the age majority in your state or province you must have your parent's consent and they must agree to the Terms of Use on your behalf. Vytality at Home reserves the right to confirm such consent at any time and to discontinue your use of the Sites should such consent not be granted.

Copyright Infringement

We take copyright infringement seriously. If you believe that any content owned by you has been infringed upon please send us a message at info@vytality.ca which should contain:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our Sites of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it- Attention: Copyright and Privacy Officer of Vytality at Home to info@vytality.ca or by mail to Copyright and Privacy Officer of Vytality at Home, #539 5940 Macleod Trail, SW./Calgary, Alberta, Canada. T2H 2G4

Choice of Law

For all Canadian users, the Terms of Use are governed by and will be interpreted in accordance with the laws of the Province of Alberta and of the laws of Canada applicable therein, without regard to any principles of conflicts of law

Dispute Process

For all users, you agree that any action to enforce these Terms of Use may be brought in the courts located in the Province of Alberta. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of

these Terms of Use and waive any objections and defenses inconsistent with such venue.

Non-Solicitation

Vytality at Home employs all of its caregivers and provides onboarding, coaching and training. Clients are not to solicit any external assistance or privately pay any Vytality employees outside of the service agreement outlined. We request that should a client seek to hire privately any Vytality employee that they speak to the owners first. Failure to do so may result in an acquisition fee of \$5000.00 per solicited employee.

Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with Vytality at Home are deemed to conflict with each other's operation, Vytality at Home shall have the sole right to elect which provision remains in force.

Non-Waiver

Vytality at Home reserves all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

Idea Submission

Vytality at Home or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to care services, processes, technologies, product enhancements, partnerships or product names. Please do not submit any unsolicited ideas, content, suggestions, or other works (“Submission(s)”) in any form to Vytality at Home. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Vytality at Home products might seem similar to ideas you submitted to Vytality. If, despite our request that you not send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of Vytality at Home, without any compensation to you; (2) Vytality at Home may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Vytality at Home to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

Assignment and Survival

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. Vytality at Home may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination of this Agreement shall survive and remain in full force upon termination, including but not limited to the Limitation of Liabilities, Disclaimers, Licensing, Indemnification, and Arbitration sections.

Entire Agreement

This Agreement along with the Vytality at Home Privacy Policy and any other additional agreements provided by Vytality at Home constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party.

Amendments

Vytality at Home may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. If such amendment is material to this Agreement, you may be required to provide your consent to such amended Agreement. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Sites.

Electronic Communications

The communications between you and Vytality at Home use electronic means, whether you visit the Sites or send Vytality at Home e-mails, texts, video or whether Vytality at Home posts notices on the Sites or communicates with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from Vytality at Home in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Vytality at Home provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Third Party App Store Requirements

This Agreement is entered solely into between you and Vytality at Home, owner and operator of the Application. Although our Application may be available for download in the Google Play Store (“Google”) or the iTunes Store (“Apple”), neither Google nor Apple are a party to this Agreement and shall have no obligations with respect to the Application. Vytality at Home is solely responsible for the Application and the content thereof as set forth hereunder. However, Google and Apple are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple or Google shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple and Google, for purposes of which, you are “the end-user.” In the event of a conflict in the Terms of the Licensed Application End User License Agreement and this Agreement, the Terms of this Agreement shall control.

Termination

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites (or any part thereof) with or without notice. We can't promise to store or keep showing any information and Your content or that have been made available to you on the Sites, including feed information. If you wish to terminate an account, you must contact Vytality at Home to request termination. Request for termination of an account with Vytality at Home may be subject to additional requirements under your Care Plan Agreement, if applicable. If you terminate your account, you will no longer be able to access any information you have uploaded or created in your account, or are otherwise accessible in your account, such as feed information. We may terminate your account as provided for under this Agreement, the Care Plan Agreement, or if we believe that your actions may harm Vytality at Home in our sole discretion.

Data Rates

You will be able to access the Sites or App through your mobile device or cellphone. Please be aware that data and messaging rates may apply depending on your carrier and phone service. Please be sure to check your data plan to understand any relevant costs incurred by your use. We cannot be responsible for any fees charged by your data or cellphone carrier.

If you have any questions regarding these Terms of Use please contact info@vytality.ca