

Terms of Use

Effective date:
May 1, 2024

Thank you for visiting the Platform. Please read these Terms of Use (“Terms”) carefully. These Terms have important information about your legal rights, remedies, and obligations.

By accessing or using the Platform, you agree to follow and be bound by these Terms, our Terms of Service and all Applicable Laws and regulations.

If you have questions about these Terms, please email us at info@herbintel.ca

These Terms are a legally binding agreement between you and **14319745 Canada Inc. o/a Herb Intelligence** (“**Herb Intelligence**”, “**we**”, “**us**”, or “**our**”) governing your access to, and use of the Platform. Your use of the Platform includes your use of the Herbal Chat Hub, Website, any applicable web, mobile, tablet or other smart-device applications, and application program interfaces (collectively, the “**Application**”) and Platform Services.

Our collection and use of personal information in connection with your access to, and use of, the Platform is described in our Privacy Policy.

These Terms include and incorporate by reference these important documents, as they may be in effect and changed occasionally: our Privacy Policy, and the Engagement Agreement. Collectively, these Terms, our Privacy Policy, and Engagement Agreement, are known as the “**Terms of Service**”.

IF YOU DO NOT AGREE TO THE TERMS OF SERVICE, YOU MUST NOT ACCESS OR USE THE PLATFORM.

We reserve the right in our sole discretion to revise and update the Terms of Service occasionally. Any such changes are effective upon posting and apply to all access, and continued use of, the Platform. You agree to periodically review the Terms of Service to be aware of any such changes. Your continued use of the Platform will be your acceptance of the then-current Terms of Service.

The Herb Intelligence Content and the Platform may be changed, withdrawn, or terminated in our sole discretion without notice to you or any other User. We will not be liable if all or any part of the Platform is restricted to you or any other User or is unavailable at any time or for any period. Any revisions to the Terms of Service will take effect on the last noted Effective Date.

You are responsible for obtaining your own access to the Platform. You must ensure that all people who access the Platform through your internet connection are aware of, and follow, the Terms of Service. You are responsible for any security breaches or performance issues relating to your use of the Platform.

YOU UNDERSTAND THAT BY USING THE PLATFORM AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISIONS OF THESE TERMS (SUBJECT TO YOUR RIGHT TO OPT-OUT OF THE ARBITRATION PROVISION AS PROVIDED BELOW).

IF YOU USE THE PLATFORM ON BEHALF OF AN ORGANIZATION YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF SUCH ORGANIZATION AND IN DOING SO YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOURSELF AND THAT ORGANIZATION TO THE TERMS OF SERVICE.

You may access the Platform using your mobile device and the Platform may let you receive messages on your mobile device. Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge its standard messaging, data, and other fees to enable you to use the Mobile Features. We have no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply. Also contact your mobile device carrier with other questions about the Mobile Features.

You acknowledge that your use of the Mobile Features is subject to any terms in the terms of service of the third-party providing the mobile device on which the Platform operates. We shall not be liable to you if you do not have a compatible mobile device. Herb Intelligence reserves the right to terminate your use of the Platform should you use the Platform with an incompatible or unauthorized device.

1. Herb Intelligence Overview

HERB INTELLIGENCE IS NOT A MEDICAL PROVIDER, DOES NOT EMPLOY NATUROPATHIC MEDICINE DOCTORS AND DOES NOT ENGAGE IN THE PRACTICE OF NATUROPATHIC MEDICINE. HERB INTELLIGENCE DOES NOT GUARANTEE OR REVIEW THE QUALITY, SUITABILITY, SUFFICIENCY OR OUTCOME OF ANY NATUROPATHIC HEALTH SERVICES BOOKED, CREATED OR DELIVERED USING THE PLATFORM SERVICES.

HERB INTELLIGENCE IS NOT AUTHORIZED UNDER APPLICABLE LAWS TO ENGAGE IN THE PRACTICE OF NATUROPATHIC MEDICINE.

Herb Intelligence's purpose is to educate Clients about naturopathic medicine and to assist Clients to engage naturopathic medicine doctors for the affordable, transparent, and convenient delivery of naturopathic health services.

We provide the Platform Services, including hosting and maintaining the Website and the Application, which:

- (i) Assess the Client's symptoms using proprietary artificial intelligence software and provide educational information as to how naturopathic medicine would assist the Client ("**Herb Intelligence Content**"),
- (ii) Assist with the booking, creation, and delivery of Naturopathic Health Services at the request of a Client by providing such Client with some Naturopathic Doctors available for booking regarding the delivery of Naturopathic Health Services

Clients are ultimately responsible for selecting and engaging a Naturopathic Doctor for the delivery of Naturopathic Health Services.

Whenever a Client contracts for Naturopathic Health Services with a Naturopathic Doctors by booking Naturopathic Health Services on the Platform ("**Naturopathic Doctor Contract**") such Naturopathic Doctor Contract, and the rights and obligations of the Client and the Naturopathic Doctors are subject to these Terms and the Engagement Agreement.

HERB INTELLIGENCE IS NOT A PARTY TO ANY NATUROPATHIC DOCTOR CONTRACT FACILITATED BY THE PLATFORM SERVICES.

Without limitation, Clients have full discretion and autonomy to use the Platform Services and are solely responsible for their use of the Platform Services, including regarding: (i) any Naturopathic Doctor Contract or booking of Naturopathic Health Services with any Naturopathic Doctors; (ii) determining, negotiating and finalizing the nature and scope of Naturopathic Health Services to be delivered by a Naturopathic Doctors under a Naturopathic Doctor Contract; and (iii) liability for any Aggregate Fee payable under a Naturopathic Doctor Contract.

Herb Intelligence makes no representations about and does not guarantee, and you agree not to hold Herb Intelligence responsible for: (i) the quality, safety, or legality of any Naturopathic Health Services booked, created or delivered using the Platform Services; (ii) the qualifications, disciplinary background or practice status of any Naturopathic Doctors; (iii) the competence or ability of any Naturopathic Doctors to deliver Naturopathic Health Services; or (iv) the willingness of any Naturopathic Doctors to deliver Naturopathic Health Services.

Without limitation, Naturopathic Doctors have full discretion and autonomy to use the Platform Services and are solely responsible for their use of the Platform Services, including regarding: (i) the acceptance of any Naturopathic Doctor Contract or booking for Naturopathic Health Services; (ii) determining, negotiating and creating the final scope of Naturopathic Health Services to be delivered for a Client under a Naturopathic Doctor Contract; (iii) delivering Naturopathic Health Services for a Client under a Naturopathic Doctor Contract; (iv) reviewing educational materials provided and (v) invoicing and billing a Client the Aggregate Fee payable under a Naturopathic Doctor Contract.

Herb Intelligence makes no representations about and does not guarantee, and you agree not to hold Herb Intelligence responsible for: (i) the identity of any Client; (ii) the legal capacity of any Client to enter a Naturopathic Doctor Contract; (iii) the ability or willingness of any Client to pay any Aggregate Fee; or (iv) any Ratings, Reviews, statements, or posts made by any Client.

AS HERB INTELLIGENCE DOES NOT ENGAGE IN THE PRACTICE OF DIRECTLY PROVIDING NATUROPATHIC MEDICINE ADVISE OR THE PROVISION OF NATUROPATHIC HEALTH SERVICES, HERB INTELLIGENCE DOES NOT, AT ANY TIME, CREATE OR ESTABLISH A NATUROPATHIC DOCTORS-CLIENT RELATIONSHIP WITH ANY CLIENT NOR DOES HERB INTELLIGENCE OWE ANY CLIENT A SPECIAL DUTY OF CARE AS OTHERWISE REQUIRED BY SUCH A NATUROPATHIC DOCTORS-CLIENT RELATIONSHIP.

Access to the Platform Based on Location

The Platform should not be accessed outside of Canada and cannot be used for the provision of Naturopathic Health Services in any country other than Canada.

Herb Intelligence Content

Herb Intelligence Content is provided for general information purposes only and should not be relied on as medical advice. You should obtain specific or professional medical advice before taking, or refraining from taking, any action, based on Herb Intelligence Content. Many factors unknown to us may affect the applicability of any Herb Intelligence Content to your particular circumstances and any use of such Herb Intelligence Content is at your own risk. The Herb Intelligence Content is not intended to be a substitute for professional medical advice. Always seek professional medical advice with specific questions you may have. You should not disregard professional medical advice or delay in seeking it because of something in the Herb Intelligence Content.

Although we make reasonable efforts to update and maintain the Herb Intelligence Content, we make no representations, warranties or guarantees, whether express or implied, that the Herb Intelligence Content is correct, complete, reliable, or up to date. Your use of the Platform and the Herb Intelligence Content is at your own risk and Herb Intelligence has no responsibility or liability for this use.

The Website may include content provided by third-parties, including from other Users and third-party licensors. All statements or opinions expressed in any third-party content like this, other than the Herb Intelligence Content, are solely the opinions and the responsibility of the individual or entity providing such content. Such content does not necessarily reflect the opinion of Herb Intelligence. Herb Intelligence is not responsible, or liable to you or any other party, for the content or accuracy of any third-party content.

You acknowledge, agree, and understand that Herb Intelligence has no responsibility to verify the truth or accuracy of any information about any Naturopathic Doctors as contained in the Herb Intelligence Content. Herb Intelligence provides no representations or warranties regarding the truth, quality, efficacy or accuracy of any information or Herb Intelligence Content about any Naturopathic Doctors.

Electronic Communications

You expressly consent and agree to accept and receive communications from us, including by email and via text (SMS) message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by us, you understand and agree that you may receive communications, including marketing communications generated by automatic telephone dialling systems which may deliver pre-recorded messages, sent by or on behalf of Herb Intelligence, its affiliated companies or other Users of the Platform, including, but not limited to, operational communications about your Account or use of the Platform, updates about new and existing features on the Platform, communications about promotions run by us and news about Herb Intelligence and industry developments (collectively, “**Notices**”). You acknowledge that you do not have to consent to receive promotional messages as a condition of using the Platform.

You agree that we generally can send you Notices by email, text (SMS) message, calls, and push notifications to the cellular telephone number you provided to us or by posting Notices to the Platform. You agree that any Notice like this will satisfy any legal requirement that such communication be in writing. The delivery of any Notice from us is effective when sent by us, whether or not you read the Notice, when you receive it or whether you receive the Notice. Your only method of withdrawing consent to receive Notices is to terminate any registrations, subscriptions or services provided through the Platform.

2. Herb Intelligence Accounts

You must register and activate an Account to access and use certain features of the Platform. You acknowledge that Herb Intelligence reserves the right to refuse service to anyone and to cancel User access at any time, subject to any restrictions under Applicable Laws.

Registration and Acceptance

You understand that by using the Platform, including by creating a Client Account or Naturopathic Doctors Account, you agree to be bound by and abide by the Terms of Service. If you use the Platform on behalf of an Organization, including by creating a Client Account or Naturopathic Doctors Account as an agent on behalf of an Organization, you agree to the Terms of Service on behalf of such Organization and in doing so you represent and warrant you have the authority to bind that Organization to the Terms of Service and agree that you are binding both yourself and that Organization to the Terms of Service.

To register and activate an Account for the Platform, you must complete the Account profile and provide all requisite information. You must provide Herb Intelligence with this proof of identity as we may reasonably request occasionally and agree to supply true, correct, and complete information on your Account profile and all registration and other forms you access on the Platform or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness.

You agree not to supply any false or misleading information about your identity, qualifications or location, your business, or your skills and to correct any information like this that is or

becomes false or misleading. If you provide any false or misleading information, we reserve the right to remove or disable your Account without notice.

Your provision of registration information including in connection with the creation and activation of your Account and any submissions you make to the Platform through any functionality such as applications, orders, personal profiles, chat rooms, email, message boards, personal or interest group web pages, forums, online forms, blogs, bulletin boards, reflections, online journals, forms filled out during one of our workshops or events, and other such functions constitute your consent to all actions we take regarding the management, storage and use of this information under the Terms of Service.

Account Security

You have an important part to play in data protection and data security. Any Account username, password or any other piece of information chosen by you or provided to you by the Platform as part of our security procedures must be treated as confidential, and you must not disclose such information to any other individual or entity.

You must implement and actively maintain appropriate security arrangements, including physical security, password, and encryption tools, sharing usage guidelines with anyone in your Organization, use of reputable anti-virus software and use of other reasonable security measures specified by us from time to time.

You agree to notify us immediately upon suspicion of any unauthorized access to, or use of, your Account, username or password or any other breach of security. You also agree to ensure that you logout from your Account at the end of your use of the Platform. **You are responsible for any password misuse or any unauthorized access to your Account.**

We may introduce security features to make your account more secure, such as multi-factor authentication. We may require you to adopt some of these features. Where we make the use optional, you are responsible (and we are not liable) for any consequences of not using those features, although their use is strongly encouraged.

Herb Intelligence reserves the right at any time and sometimes, to disable or terminate your Account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including, but not limited to, your violation of any provision of the Terms of Service.

Upon termination or disablement of your Account, we will not provide you with any refunds or credits of any kind. If we disable or terminate your Account you are prohibited from registering and creating a new Account under your name or email address, a fake or borrowed name or the name of any third-party, even if you may act on behalf of the third-party.

You are prohibited from trying to get around and from violating the security of the Platform including without limitation: (i) accessing content and data that is not intended for you; (ii) trying to breach or breaching the security or authentication measures without authorization; (iii)

restricting, disrupting or disabling Platform Services; (iv) illicitly reproducing TCP/IP packet header; (v) disrupting network services and otherwise disrupting Herb Intelligence's ability to monitor the Platform; (vi) using any robot, data mining, spider or other automatic device, process or means to access the Platform for any purpose, including tracking or copying any of Platform content or confidential information; (vii) introducing any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful; (viii) attacking the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; (ix) trying to decompile or reverse engineer any software on the Platform; and (x) otherwise trying to interfere with the proper working of the Platform. You may not use network monitoring or discovery software to determine the site architecture or extract information about usage or Users.

Account Types

The Platform allows two different Account types: (i) a Client Account; or (ii) a Naturopathic Doctors Account.

Client Account

An individual, on their own behalf or on behalf of and as an authorized representative of an Organization, may create and register an Account for the Platform as a Client (a "**Client Account**"). Only that authorized individual may use, access, and manage a Client Account.

By registering a Client Account on your own behalf, you represent, warrant and covenant that:

1. you will use the Platform for your individual and legitimate medical affairs;
2. you will follow the Terms of Service; and
3. you are 18 years or older (or have otherwise reached the age of majority in your jurisdiction of residence) and have the capacity to form legally binding contracts.

By registering a Client Account on behalf of an Organization you represent that you:

1. are an authorized representative or agent of such Organization;
2. will use the Platform for such Organization's legitimate medical affairs;
3. such Organization will follow the Terms of Service; and
4. are 18 years or older (or have otherwise reached the age of majority in your jurisdiction of residence) and may form legally binding contracts on behalf of such Organization.

Naturopathic Doctors Account

An individual, on their own behalf or on behalf of and as an authorized representative of a naturopathic medicine practice, may create and register an Account for the Platform as a Naturopathic Doctors (a "**Naturopathic Doctors Account**"). Only the individual registered to the Naturopathic Doctors Account has a right to use, access and manage a Naturopathic Doctors Account.

By registering a Naturopathic Doctors Account, you represent, warrant, and covenant you:

1. are qualified, active, and licensed as a Naturopathic Doctors in at least one jurisdiction of Canada under Applicable Laws and you will maintain such qualification, license, and practice status for as long as your Naturopathic Doctors Account remains active;
2. are a member in good standing of a provincial or territorial naturopathic medicine society;
3. will follow any licensing, registration, or other requirements personally or regarding the naturopathic medicine practice for which you are acting as you provide Naturopathic Health Services, including, but not limited to, compliance with the Code applicable to you in all material respects;
4. will comply with Applicable Laws;
5. are a member of a naturopathic medicine clinic or are allowed to deliver Naturopathic Health Services and carry-on business as a sole proprietor;
6. consent to your profile and likeness being made accessible to Users and the Public; and
7. are covered under a policy of professional negligence and errors & omissions insurance and have all required insurance coverage under Applicable Laws or as required by you're your naturopathic medicine clinic.

Herb Intelligence reserves the right to remove or disable your Naturopathic Doctors Account sometimes or permanently from the Platform for any reason considered necessary or appropriate by Herb Intelligence, including (but not limited to) if you: use the Platform without a valid license to practice naturopathic medicine, breach or fail to maintain and follow the foregoing representations and warranties; breach the Terms of Service; or if, in Herb Intelligence's sole discretion, your performance falls below a minimum acceptable standard.

User Acknowledgements

Client Acknowledgments

If you are a Client, by using the Platform you acknowledge, agree, and understand that:

1. Herb Intelligence is not a party to any Naturopathic Doctor Contract and will have no liability or obligations under or related to any Naturopathic Doctor Contract;
2. Herb Intelligence cannot and does not supervise, direct, or control any Naturopathic Doctors, the creation of any Naturopathic Doctor Contract or the booking, creation, or delivery of any Naturopathic Health Services; and
3. You are solely responsible for all Medical Fees, Service Fees, government fees, disbursements and Indirect Taxes payable regarding your requisition of Naturopathic Health Services under any Naturopathic Doctor Contract.

Naturopathic Doctors Acknowledgments

If you are a Naturopathic Doctors, by using the Platform you acknowledge, agree, and understand that:

1. You are not an employee of Herb Intelligence, and you are not eligible for the rights or benefits of employment (including unemployment or workers compensation insurance);
2. Herb Intelligence is not a party to any Naturopathic Doctor Contract and will have no liability or obligations under or related to any Naturopathic Doctor Contract;
3. Herb Intelligence cannot and does not supervise, direct, or control any Naturopathic Doctors, the creation of any Naturopathic Doctor Contract or the booking, creation, or delivery of any Naturopathic Health Services;
4. Herb Intelligence does not dictate the method or process you employ to provide Naturopathic Health Services;
5. You may determine when and if to perform Naturopathic Health Services, including the days and times periods you elect to work, and Herb Intelligence does not set or control your work product, work schedules, or work location, nor does Herb Intelligence mandate the final Aggregate Fee you bill to a Client under a Naturopathic Doctor Contract;
6. Should Herbal Intelligence processes any payments on your behalf, you will be paid at such times and amounts as agreed with a Client under a Naturopathic Doctor Contract, you will only be paid once the Client pays the applicable Medical Fees, and Herb Intelligence does not, in any way, provide or guarantee you a regular salary or any minimum, regular payment;
7. Neither Herb Intelligence nor any Herb Intelligence Representative has made or makes any express or implied representation or warranty as to the accuracy or completeness of any reported Indirect Taxes in connection with the delivery of Naturopathic Health Services under a Naturopathic Doctor Contract.
8. You are solely responsible for all liability, withholdings and required remittances for Indirect Taxes associated with any Client payments received by you through the Platform;
9. You are solely responsible for identifying and making all required remittances to the proper taxing authorities for any Indirect Taxes or similar charges applicable to your use of the Platform;
10. You have not relied on any representation or warranty from Herb Intelligence nor any Herb Intelligence Representative in determining your liability for Indirect Taxes and neither Herb Intelligence nor any Herb Intelligence Representative will have liability to you regarding any Indirect Taxes;
11. If Herb Intelligence is audited, you shall promptly cooperate with Herb Intelligence regarding this audit and provide copies of your tax records and other documents as may be reasonably requested by Herb Intelligence for this audit;
12. Herb Intelligence does not provide you with training or any equipment, labor, tools, or materials related to any Naturopathic Doctor Contract;
13. Herb Intelligence does not provide the premises at which you perform any Naturopathic Health Services;
14. You are solely responsible for obtaining any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and you agree that you are not covered by or eligible for any insurance of any kind maintained by Herb Intelligence;

15. Whenever you enter into a Naturopathic Doctor Contract with a Client such Naturopathic Doctor Contract includes, and you agree that in providing Naturopathic Health Services you are subject to, the Engagement Agreement; and
16. Your placement and ranking in a Client's search results may vary and depend on various factors, such as Client search parameters and preferences, service requirements, price, responsiveness to Client requests, cancellation history, service type, or ease of retaining.

3. The Platform

Ownership

The Platform is owned and operated by Herb Intelligence. All right, title, and interest in the Platform, including, but not limited to, Herb Intelligence Content and the information, documents, logos, graphics, sounds and images accessible or visible on the Platform (“**Proprietary Materials**”) are owned either by Herb Intelligence or by our respective third-party authors, developers, or vendors.

Except as otherwise expressly provided by Herb Intelligence, none of the Proprietary Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the Platform will be construed to confer any license under any of our intellectual property rights, whether by estoppel, implication or otherwise.

Any rights not expressly granted here are reserved by Herb Intelligence.

Limited License to the Platform

Herb Intelligence grants you a non-exclusive, non-transferable, limited license to access and use the Platform. This license is subject to your compliance with the Terms of Service.

We strive to keep our Platform safe, secure, and functioning properly, but we cannot guarantee the continuous operation of, or access to, our Platform. We might even stop providing certain features without notice.

You may link to our homepage only, provided you do so in a way that is fair and legal and does not damage our reputation or exploit it. You must not establish a link to suggest any form of association, approval, or endorsement on our part where none exists. The Platform must not be framed on any other website, nor may you create a link to any part of the Platform other than the homepage. We reserve the right to withdraw linking permission from you or any other User without notice. You will make sure the website in which you are linking complies with the Terms of Service. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

Herb Intelligence may terminate any license granted to any Platform visitor or User to access the Platform without notice.

Permitted Uses

HERB INTELLIGENCE IS NOT AUTHORIZED UNDER APPLICABLE LAWS TO ENGAGE IN THE NATUROPATHIC MEDICINE OR THE PROVISION OF NATUROPATHIC HEALTH SERVICES.

Herb Intelligence's purpose is to enable Clients to

- (i) Review the Client's symptoms using proprietary artificial intelligence software and provide educational information as to how naturopathic medicine would assist the Client ("**Herb Intelligence Content**"),
- (ii) Assist with the booking, creation, and delivery of Naturopathic Health Services at the request of a Client by providing such Client with some Naturopathic Doctors available for booking regarding the delivery of Naturopathic Health Services

We provide the Platform Services, including hosting and maintaining the Website and the Application, which help with the booking, creation, and delivery of Naturopathic Health Services. At the request of a Client the Platform Services enable Herb Intelligence to provide such Client with some Naturopathic Doctors available for booking regarding the delivery of Naturopathic Health Services; however, Clients are ultimately responsible for selecting and engaging a Naturopathic Doctors for the delivery of Naturopathic Health Services.

AS HERB INTELLIGENCE DOES NOT ENGAGE IN THE NATUROPATHIC MEDICINE OR THE PROVISION OF NATUROPATHIC HEALTH SERVICES, HERB INTELLIGENCE DOES NOT, AT ANY TIME, CREATE OR ESTABLISH A NATUROPATHIC DOCTORS-CLIENT RELATIONSHIP WITH ANY CLIENT NOR DOES HERB INTELLIGENCE OWE ANY CLIENT A SPECIAL DUTY OF CARE AS OTHERWISE REQUIRED BY SUCH A NATUROPATHIC DOCTORS-CLIENT RELATIONSHIP.

In addition, the Platform Services may be used to access the Herb Intelligence Content.

Herb Intelligence Content is provided for general information purposes only and should not be relied on as legal advice. You should obtain specific or professional medical advice before taking, or refraining from taking, any action, legal or otherwise, based on Herb Intelligence Content. Many factors unknown to us may affect the applicability of any Herb Intelligence Content to your particular circumstances and any use of such Herb Intelligence Content is at your own risk. The Herb Intelligence Content is not intended to be a substitute for professional medical advice. Always seek professional medical advice with specific questions you may have. You should not disregard professional medical advice or delay in seeking it because of something in the Herb Intelligence Content.

Although we make reasonable efforts to update and maintain the Herb Intelligence Content, we make no representations, warranties or guarantees, whether express or implied, that the Herb Intelligence Content is correct, complete, reliable, or up to date. Your use of the Platform and the

Herb Intelligence Content is at your own risk and Herb Intelligence has no responsibility or liability for this use.

Prohibited Uses

Users are not allowed to use, or encourage, promote, facilitate, instruct or induce others to use, the Platform for any activities that violate any Applicable Laws; for any other illegal or fraudulent purpose or any purpose that harms others; or to transmit, store, display, distribute or otherwise make available content that is illegal.

Without limitation to the foregoing, the uses below of the Platform are prohibited:

1. seeking, offering, promoting, or endorsing any services, content, or activities that are fraudulent or misleading;
2. posting personal information about another person;
3. spamming other Naturopathic Doctors with requests for Naturopathic Health Services;
4. demanding payment without the intention of providing services in exchange for the payment;
5. requesting or demanding free services;
6. trying to or manipulating or misusing the feedback system;
7. duplicating or sharing Accounts;
8. selling, trading, or giving an Account;
9. sharing or soliciting personal contact information, such as email, phone number, or Skype ID, in connection with a Naturopathic Doctor Contract or in a Naturopathic Doctors Account;
10. Advertising or promoting a competitive platform, product, service, or service provider;
11. Soliciting Clients or Naturopathic Doctors for a competitive platform, product, service, or service provider, including advertising on the Platform to recruit Clients or Naturopathic Doctors to join another platform or company; and
12. conduct or actions that could jeopardize the integrity of the Platform or Herb Intelligence's proprietary information, including: (a) reverse engineering (or trying to reverse engineer), changing, adapting, translating, preparing derivative works from, decompiling, interfering with the operation of, or otherwise trying to derive source code from any part of the Platform; or (b) accessing or using the Platform to build a competitive platform, product, service or application or publish any performance or any benchmark test or analysis relating to the Platform.

Reporting Violations

If you find out about any violation of the Terms of Service, you must at once report it at info@herbintel.ca. You also agree to aid us with any investigation we undertake and to take any remedial steps we require to correct a violation of the Terms of Service.

Privacy and Data Protection

Privacy

We use your data to provide Services to you. We respect your privacy and take data protection seriously. Our Privacy Policy is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address. The Privacy Policy may change from time to time, provided that such changes will not violate our obligations under applicable privacy laws. You and we agree to comply with our respective obligations under privacy laws applicable to the collection, storage, use, and processing of Personal Information.

Our Data Security Obligations

We will maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Your Data. We, along with any third-party vendors and hosting partners we use to provide the Platform Services, will:

- (a) use information security practices for transmitting and storing your Content, adhering to industry standards; (b) employ information security practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability, and patch management; and
- (c) ensure its data hosting facilities maintain industry standards for security and privacy.

User Data

Key Definitions

- “**Aggregate Data**” means aggregated data or information created from Herb Intelligence’s technical logs, data, analytics, reports, and learnings about a User’s use of the Platform. Aggregate Data may come from, but excludes User Data and Personal Information.
- “**Client Data**” means any data, content, files, communications, or materials that a Client posts or uploads through its Client Account or provides to Herb Intelligence in connection with the Platform Services, but excludes Reviews and Ratings.
- “**Naturopathic Doctors Data**” means, collectively, Practice Data and Naturopathic Doctors-Client Data.
- “**Naturopathic Doctors-Client Data**” means information concerning the medical symptoms of a Client acquired by a Naturopathic Doctors in the course of that Naturopathic Doctors’ professional or Naturopathic Health Services relationship with the Client, including any data, content, files, communications, or materials that the Naturopathic Doctors: (a) receives or collects from a Client through the Platform; or (b) posts or uploads through its Naturopathic Doctors Account.
- “**Practice Data**” means any data, content, files, communications, or materials that is not Naturopathic Doctors-Client Data that a Naturopathic Doctors: (a) posts or uploads

through its Naturopathic Doctors Account; or (b) provides to Herb Intelligence in connection with the Platform Services.

- **“Personal Information”** means any of your User Content, Reviews, or Ratings relating to an identified or identifiable natural person.
- **“User Data”** means, depending on the context, Client Data or Naturopathic Doctors Data.

Client Data Ownership

As between Herb Intelligence and you, if you are a Client, you own all your Client Data. Except as allowed by the Terms of Service, Herb Intelligence will have no right or license to use your Client Data. All other rights in your Client Data are reserved by you.

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Our Rights to Use Client Data

If you are a Client, you grant Herb Intelligence and its applicable contractors a non-exclusive, royalty-free, worldwide right to copy, transmit, display, store, analyze, back-up and otherwise use your Client Data for: (i) providing the Platform and Platform Services to you; (ii) collecting and creating Aggregate Data under Section 5 (Aggregate Data); and (iii) otherwise to perform our obligations under the Terms of Service under those terms, including providing your Client Data to Naturopathic Doctors(s) to enable them to provide you with Naturopathic Health Services.

You must obtain all necessary consents from relevant individuals to enable us to collect, use, hold and process your Client Data under this Agreement.

Naturopathic Doctors Data Ownership

As between Herb Intelligence and you, if you are a Naturopathic Doctors, you own all your Naturopathic Doctors Data. Except as allowed by the Terms of Service, Herb Intelligence will have no right or license to use your Naturopathic Doctors Data. All other rights in your Naturopathic Doctors Data are reserved by you.

Naturopathic Doctors must keep all Naturopathic Doctors-Client Data confidential as required under Applicable Laws and their ethical or professional obligations.

Our Rights to Use Naturopathic Doctors Data

If you are a Naturopathic Doctors, you grant Herb Intelligence and its applicable contractors a non-exclusive, royalty-free, worldwide right to copy, transmit, display, store, analyze, back-up and otherwise use your Naturopathic Doctors Data for: (i) providing the Platform and Platform Services to you; (ii) collecting and creating Aggregate Data under Section 5 (Aggregate Data); and (iii) otherwise to perform our obligations under the Terms of Service under those terms.

Shared Client Data

Given how Herb Intelligence provides the Platform Services, Herb Intelligence and a Naturopathic Doctors share a business relationship for each of the Naturopathic Doctors' Clients. Because of this shared relationship, a Client may provide Herb Intelligence with identical data, content, files, communications, or materials as those given to their Naturopathic Doctors ("Shared Client Data"). Herb Intelligence may also receive or collect Shared Client Data from the Client through the Platform. So Shared Client Data is not considered exclusively to be Naturopathic Doctors-Client Data. None of the actions by or on behalf of the Client described in this section will be a waiver of any privilege in a Naturopathic Doctors-Client relationship.

Ownership of Shared Client Data

As between Herb Intelligence, Naturopathic Doctors, and Users, neither Herb Intelligence nor Naturopathic Doctors own any Client Data.

Aggregate Data

Herb Intelligence may collect or create Aggregate Data and use it to operate, improve and support the Platform, develop new services or product offerings, and for other lawful business purposes, so long as such Aggregate Data: (i) includes no Personal Information or User Content, Reviews, or Ratings; (ii) does not otherwise identify any User or any natural person or Organization; and (iii) aggregated among Users. We will be the owners of all rights in Aggregate Data. Nothing in this section will be a waiver of any privilege in a Naturopathic Doctors-Client relationship.

License to Reviews and Ratings

If you, as a Client, provide us with Reviews or Ratings, we may use them in any way and without compensation. You grant to Herb Intelligence a worldwide, perpetual, irrevocable, royalty-free license to copy, modify, display, distribute, disclose, and otherwise use your Reviews and Ratings.

License by Users to Feedback and Suggestions

If you provide us with feedback or suggestions about the Platform or our marketing, promotion, or provision of our services, we may use all feedback or suggestions any way and without compensation. You grant to Herb Intelligence a worldwide, perpetual, irrevocable, royalty-free license to use, copy, display, distribute, reveal, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback made by you or through your Account relating to the Platform or our marketing, promotion, or provision of our services.

Record Keeping and Backups

Your Record Keeping Obligations

You are solely responsible for the creation, storage, and backup of your User Data and any records of your use of the Platform, including maintaining a record of any Naturopathic Doctor Contract executed through the Platform and records of any Naturopathic Health Services delivered or received through the Platform.

Backups and Archiving by Herb Intelligence

We take standard industry measures to backup all User Data. Herb Intelligence's backup services are designed to facilitate restoration of your User Data to the server or device from which your User Data originated if the primary data is lost or corrupted.

Herb Intelligence will retain your User Data following any cancellation or termination of your access to the Platform Services. Following any cancellation or termination of your access to the Platform Services, you will have ninety days to retrieve any of your User Data.

Herb Intelligence may retain your User Data for as long as is necessary to meet its obligations under Applicable Laws. Herb Intelligence may also retain your User Data when your User Data has been archived in Herb Intelligence's backup systems, in which case will protect such User Data using its standard data security practices and will eventually delete your User Data in compliance with our retention and deletion policies.

Naturopathic Doctors Data Export

If you are a Naturopathic Doctors, you can download or export your Naturopathic Doctors Data files in our standard file format from your Naturopathic Doctors Account at any time and at no charge. You may ask to export all of your Naturopathic Doctors Data at any time up to ninety days after termination of access to your Naturopathic Doctors Account or your relationship with Herb Intelligence. We will provide you with an export of all your Naturopathic Doctors Data in a file format of our choosing at no charge. Any different or customized file format or additional reasonable Naturopathic Doctors Data export requests or requirements will be on terms mutually agreed to by Herb Intelligence and you.

4. User Generated Content

You agree that both Clients and Naturopathic Doctors publish and ask for Herb Intelligence to publish User Content, Reviews, or Ratings on their behalf. However, this information depends only on unverified data that Clients or Naturopathic Doctors voluntarily give to Herb Intelligence and is not and will not be construed as an introduction, endorsement, or recommendation by Herb Intelligence.

Herb Intelligence does not investigate User Content, Reviews, or Ratings for accuracy or reliability and does not guarantee that User Content, Reviews, or Ratings are correct. The Website may include content provided by third-parties, including from other Users and third-party licensors. All statements or opinions expressed in any User Content, Reviews, or Ratings like this or third-party content, other than the Herb Intelligence Content, are solely the opinions

and the responsibility of the individual or entity providing such content. Such content does not necessarily reflect the opinion of Herb Intelligence.

Herb Intelligence is not legally responsible for any User Content, Reviews, or Ratings or third-party content posted or made available on the Website, even if that information is defamatory or otherwise legally actionable. To protect the integrity of the feedback system and to protect Users from abuse, we reserve the right (but are under no obligation) to remove posted feedback, User Content, Reviews, or Ratings or third-party content or information that, in our sole judgment, violates the Terms of Service, harms our Platform, diminishes the integrity of the feedback system, or otherwise contradicts our business interests and the purposes of this Platform.

You agree that you will tell us about any error or inaccurate statement in any of your User Content, Reviews, or Ratings and that if you do not do so, we may rely on the accuracy of this information. You also agree that your Ratings and Reviews shall, in all cases, be truthful, correct, not have any offensive or defamatory language, based on your experience working with a Naturopathic Doctors and not based on the particular outcome of a particular legal situation.

Without limiting the foregoing, you warrant and agree that your use of the Platform and your User Content, Reviews, or Ratings shall not:

1. violate any applicable federal, provincial, local or international law, rule or regulation including, without limitation, any law on the export of data or software, patent, trademark, trade secret, copyright or other intellectual property or any other legal rights (including the rights of publicity and privacy of others) or have any content that could give rise to any civil or criminal liability under Applicable Laws, rules or regulations or that otherwise may conflict with Terms of Service;
2. include or have any content that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit, or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age, or other such prohibited ground or is otherwise objectionable;
3. involve stalking or trying to exploit any person or to harm minors by exposing them to inappropriate content or otherwise;
4. involve, provide, or contribute any false, inaccurate, incomplete, or misleading information including intending to falsify or manipulate Ratings or Reviews in any way;
5. include sending, knowingly receiving, uploading, downloading, using, or reusing any content that does not follow these Terms of Service;
6. impersonate (or try to impersonate) Herb Intelligence, a Herb Intelligence employee, another User or any other individual or entity (including, without limitation, by using email addresses, names or screen names and titles and designations associated with the foregoing);
7. transmit, barter, advertise or allow the sending of any advertisements, commercial activities, sales, or any other similar solicitation including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes, and other sales promotions;

8. include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us in our sole discretion, may harm Herb Intelligence or other Users of the Platform or expose them to liability;
9. include causing annoyance, inconvenience or needless anxiety or be likely to upset, embarrass or alarm any person;
10. promote any illegal activity, or advocate, promote or help any unlawful act; or
11. give the impression that they originate from or are endorsed by us or any person or entity if this is not the case.

The list of prohibitions above provides examples and is not complete, exhaustive, or exclusive. The prohibitions listed above do not require Herb Intelligence to track, police or remove any User Content, Reviews, or Ratings or other information submitted by you or any other User. You will make sure your use of the Platform and any User Content, Reviews, or Ratings do not violate the prohibitions above.

You agree to follow all Applicable Laws, including applicable privacy and data protection regulations. Further, you agree to not use the Platform to send us sensitive information where unauthorized disclosure could cause any harm or impact to us or any other individual or entity.

You understand and agree that you, not Herb Intelligence, are responsible for any User Content, Reviews, or Ratings you submit or contribute, and you are responsible and legally liable, including to any third-party, for such content and its correctness, truthfulness, currency, accuracy, and completeness. We are not responsible or legally liable to you or any third-party for the User Content, Reviews, or Ratings or the correctness, truthfulness, currency, accuracy and completeness of any User Content, Reviews, or Ratings submitted by you or any other User of the Platform.

You represent and warrant that:

1. you either are the sole and exclusive owner of all User Data you provide on or through the Platform or you have all rights, licenses, consents, and releases necessary to grant to us the rights in such User Data, as contemplated under the Terms of Service; and
2. your User Data and Reviews and our use of any of them will not infringe, misappropriate, or violate a third-party's intellectual property rights, or rights of publicity or privacy, or violate any Applicable Law.

We respect copyright law and expect our Users to do the same. If you believe that any content on the Platform infringes copyrights you own, please contact us at info@herbintel.ca.

5. Fees and Payments (TO BE IMPLEMENTED)

Herb Intelligence, as a service, facilitates a payment infrastructure which enables Clients to pay any Aggregate Fees payable under a Naturopathic Doctor Contract and for Naturopathic Doctors to collect payment of any Medical Fees and disbursements, plus applicable taxes, owing to them under a Naturopathic Doctor Contract ("**Payment Services**").

We use the services of Stripe, Inc., and its affiliates, including Stripe Payments Canada, Ltd. (“**Payments Data Controller**”) to process, route and deliver funds under Applicable Laws for supplying the Payment Services.

You agree that we may use the Payments Data Controller and certain third-party vendors and service providers to process payments and manage your Payment Method information.

All prices, discounts, and promotions posted on the Platform are subject to change without notice. Herb Intelligence strives to display correct price information, but we may make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. Herb Intelligence reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any Naturopathic Doctor Contracts arising from such occurrences.

All Users agree that the Payment Services, including the charging, processing and delivery of any Aggregate Fees are ultimately subject to the policies of our Payments Data Controller. The Payments Data Controller’s Privacy Policy and other legal information is located here: <https://stripe.com/privacy-center/legal>

Medical Fees and Service Fees

The Payment Services enable Clients to pay Medical Fees to Naturopathic Doctors and disbursements and taxes. The Medical Fees payable for Naturopathic Health Services are the amount agreed to by the Naturopathic Doctors and the Client on the Platform when the Naturopathic Doctor Contract is entered into, subject to any promotions, discounts or change orders that may apply. Posted Medical Fees do not include taxes or disbursement charges. All such taxes and disbursement charges will be added to the Aggregate Fee and will be itemized in the applicable final invoice for Naturopathic Health Services.

On top of Medical Fees, Herb Intelligence charges Clients a transaction-based service fee in consideration of their use of the Platform to enter into a Naturopathic Doctor Contract (“**Service Fee**”). Service Fees are variable and are disclosed as part of the Aggregate Fee payable by a Client regarding a particular Naturopathic Doctor Contract.

User Payment Methods and Authorizations

Naturopathic Doctors may invoice and bill Clients for all or a part of the Aggregate Fees payable regarding a Naturopathic Doctor Contract and the Client will honour such invoices.

You allow Herb Intelligence to: (i) complete a credit card pre-authorization whenever you enter into a Naturopathic Doctor Contract (a “**Pre-Authorization**”); (ii) store credit card and banking or other financial details as your method of payment (“**Payment Method**”), and to debit or charge your Payment Method any other amounts payable under the Terms of Service. The Pre-Authorization is to ensure that you have adequate funds to pay the Aggregate Fee associated with a particular Naturopathic Doctor Contract.

Herb Intelligence accepts Payment Methods from Visa, Mastercard, American Express, Discover, China UnionPay and Japan Credit Bureau. By linking a Payment Method to your Account, you represent, warrant, and covenant that:

1. The Payment Method information you supply to us is true, correct, and complete;
2. You may legally access, use and make payments with such Payment Method;
3. Use of the Payment Method to access the Platform Services does not and shall not violate the terms applicable to your Payment Method or Applicable Law;
4. Your Payment Method is (and at all times shall be) in good standing with enough money or credit to satisfy your payment obligations for your use of the Platform;
5. Charges incurred by you will be honoured by the financial institution to which your Payment Method is associated; and
6. You will pay all Aggregate Fees and charges incurred by you, including Service Fees, disbursements, and all applicable taxes, if any.

Herb Intelligence is not liable to any User if a financial institution rejects a debit or charge to a Payment Method. We reserve the right to seek reimbursement from a User to the extent permitted by Applicable Law, and a User must reimburse us, where we receive any chargeback or other financial penalty or loss in processing the Payment Method associated with a Client Account. If you are a Client, you agree that we may seek this reimbursement and authorize Herb Intelligence to charge your Client Account or Payment Method to recover any losses like these.

Payment Disputes and Refunds

You agree that:

1. Failure to immediately decline or dispute any invoice, charge, or request for payment of Aggregate Fees under a Naturopathic Doctor Contract will be an express permission and instruction for Herb Intelligence to charge your Payment Method and deliver payment of such Aggregate Fees to Herb Intelligence and the applicable Naturopathic Doctors, in their respective proportionate entitlements;
2. Absent manifest error, any charges, or debits to your designated Payment Method for the payment of Aggregate Fees under a Naturopathic Doctor Contract is **non-refundable**, except as otherwise required by Applicable Law or as otherwise considered appropriate in Herb Intelligence's sole and absolute discretion; and
3. Without the express written consent of Herb Intelligence, you will not ask your Payment Method provider to charge back any Aggregate Fees or other fees charged under the Terms of Service.

Right to Withhold or Redirect Payment and Delivery of Fees

Despite any other provision of the Terms of Service and unless prohibited by Applicable Law, if we believe, in our sole discretion, that you have violated the conditions and restrictions of the Terms of Service, including by committing or trying to commit fraud or other illicit acts on or through the Platform, we may refuse to process or may withhold or redirect delivery/payment of

Aggregate Fees and take such other actions regarding your Account as we consider appropriate in our sole discretion and under Applicable Law.

Without limiting the foregoing, Herb Intelligence, in its sole discretion and to the extent permitted under Applicable Law, may also refuse to process the payment of any Aggregate Fees, withhold, or redirect delivery of Aggregate Fees or any other amounts, or offset all or any part of Aggregate Fees against amounts owing to us by a User where:

1. We require additional supplementary User information, such as tax information, government-issued identification or other proof of identity, address, or date of birth;
2. We think such Aggregate Fees may be subject to dispute;
3. We suspect User fraud;
4. We suspect a User has breached any provision of the Terms of Service; or
5. We find this action necessary in connection with any investigation or as required by Applicable Law.

Despite any other provision of the Terms of Service and unless prohibited by Applicable Law, Herb Intelligence may enforce the disgorgement of Medical Fees (including disbursements and taxes,) from a Naturopathic Doctors, and take such other actions regarding a Naturopathic Doctors's Account as we consider appropriate where Herb Intelligence determines, in our sole discretion, that: (i) a Naturopathic Doctors has violated the Terms of Service; or (ii) a Client is inappropriately or mistakenly charged for Naturopathic Health Services or duplicate transactions regarding a Naturopathic Doctor Contract.

Default and Non-Payment of Fees

Whenever a User is in "**Default**", Herb Intelligence will have the right to the remedies described in the Terms of Service in addition to any other remedies that may be available under Applicable Law.

A User is deemed in Default on the earliest occurrence of the following:

1. The User does not pay Medical Fees, Service Fees, or any other amounts when due under a Naturopathic Doctor Contract or the Terms of Service;
2. The User fails, within a reasonable period but no more than 21 days, to remedy a payment default caused by the decline, expiry, or failure of their Payment Method; or
3. The User starts a chargeback with a bank or other financial institution such that a charge to the User's Payment Method for Aggregate Fees or any other amount due under these Terms is reversed or returned to the User; or
4. The User takes other actions or takes no action that results in a negative or past-due balance in such User's Account.

If a User is in Default, Herb Intelligence may, without notice, temporarily or permanently close the User's Account and revoke the User's access to the Platform. Despite the foregoing, the User will remain responsible for any Aggregate Fees and any other amounts outstanding at the time of Default.

Interest on Default

Without limiting other remedies, a User in Default will pay Herb Intelligence upon demand for any Medical Fees, Service Fees and any other amounts outstanding at the time of Default, plus interest on such outstanding amounts, calculated at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by Applicable Law, and Medical Fees and other costs of enforcement and collection.

At Herb Intelligence's discretion and to the extent permitted by Applicable Law, when dealing with a User in Default, Herb Intelligence may: (i) set off amounts due from the User against other amounts to be received by the User or held by Herb Intelligence for the User; (ii) make appropriate reports and disclosures to credit reporting agencies and law enforcement authorities; and (iii) cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution of such User in Default.

6. Prohibition Regarding Off-Platform Transactions (Leakage)

You agree that: (i) Herb Intelligence used substantial labour and effort to develop the Platform Services to enable Clients to hire Naturopathic Doctors online conveniently and transparently; and (ii) most of the compensation Herb Intelligence receives for providing the Platform to Users is collected through the Service Fees described in these Terms.

Herb Intelligence only receives Service Fees when a Client and a Naturopathic Doctors use the Payment Services to satisfy the Aggregate Fees payable under a Naturopathic Doctor Contract. Therefore, subject to the express written consent of Herb Intelligence, (i) if you are a Naturopathic Doctors you agree to use the Platform and the Payment Services as your exclusive method to invoice, request, process and receive payment for Naturopathic Health Services (including Medical Fees, disbursements and taxes) in relation to any Naturopathic Doctors-Client relationship or Naturopathic Doctor Contract arising out of or facilitated by your use of the Platform; and (ii) if you are a Client you agree to use the Platform as your sole method to ask for Naturopathic Health Services and to enter into a Naturopathic Doctor Contract, and the Payment Services as your sole method to process and deliver payment for Naturopathic Health Services (including Medical Fees, Service Fees, disbursements, and taxes) in relation to any Naturopathic Doctors-Client relationship or Naturopathic Doctor Contract arising out of or facilitated by your use of the Platform.

Confidentiality

Use and Protection

As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under the Terms of Service, (b) not disclose Confidential Information to third-parties without the discloser's prior approval, except as permitted in the Terms of Service and (c)

protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

Permitted Disclosures

The recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for Herb Intelligence, its subcontractors referenced below (Subcontractors), provided it remains responsible for their compliance with this Section (Confidentiality) and they are bound to confidentiality obligations no less protective than this Section.

Exclusions

These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully known or possessed, without confidentiality restrictions, prior to receipt from the disclosure, (c) it rightfully received from a third-party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

Legally Required Disclosures

The recipient may disclose Confidential Information (including User Data) to the extent required by Applicable Laws. Subject to the foregoing sentence, the recipient may furnish only that portion of the Confidential Information that it is legally compelled or otherwise legally required to disclose. If permitted by Applicable Law, the recipient will give the disclosure reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

Special Notice to Naturopathic Doctors About Compelled Disclosure of Confidential Information and Naturopathic Doctors Data

Herb Intelligence maintains that its primary duty is to protect Confidential Information and Naturopathic Doctors Data to the extent allowed by Applicable Laws. We reserve the right to provide Confidential Information and Naturopathic Doctors Data to third-parties as required and permitted by Applicable Law (such as in response to a subpoena or court or tribunal order), and also to cooperate with Naturopathic Health Services or Naturopathic Doctors regulators in the investigation of any criminal, civil, or administrative matter. Subject to the foregoing sentence, we may furnish only that portion of the Confidential Information that it is legally compelled or otherwise legally required to disclose.

Remedies

Breach of this Section (Confidentiality) may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the disclosure is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

7. Disclaimer of Warranty

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER HERB INTELLIGENCE NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PLATFORM OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER HERB INTELLIGENCE NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

8. Limitation of Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL HERB INTELLIGENCE NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS (COLLECTIVELY, THE “**HERB INTELLIGENCE REPRESENTATIVES**”) BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE HERB INTELLIGENCE REPRESENTATIVE WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY HERB INTELLIGENCE CONTENT, WEBSITE MATERIALS, POSTING, OR INFORMATION EVEN IF THE PARTY WERE ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Without limitation, the above limitation of liability includes and absolves the Herb Intelligence Representatives from liability for any damages or losses caused by or relating to:

1. delays or disruptions in our Platform;
2. viruses or other malicious software obtained by accessing, or linking to, our Platform;
3. any loss, damage, or unauthorized access, disclosure, use or breach of security of any personal information in Herb Intelligence’s possession, custody, or control, or otherwise held or processed on its behalf;
4. observation by government or malicious actors through any means;
5. glitches, bugs, errors, or inaccuracies of any kind in or on our Platform;
6. damage to your hardware device from the use of the Platform;
7. the content, actions, or inactions of third-parties regarding the Platform;
8. a suspension or other action taken regarding your Account;
9. your reliance on the quality, accuracy, or reliability of profiles, Ratings, Reviews, recommendations, and feedback, aggregate information, or metrics found on, used on, or provided through the Platform; and
10. your need to change practices, content, or behavior or your loss of or inability to do business, because of changes to the Terms of Service.

THE HERB INTELLIGENCE REPRESENTATIVES ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE PLATFORM, AND THE HERB INTELLIGENCE REPRESENTATIVES WILL NOT BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF A HERB INTELLIGENCE REPRESENTATIVE WERE ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR RELIANCE ON ANY NATUROPATHIC DOCTOR CONTRACT OR NATUROPATHIC HEALTH SERVICES DELIVERED THROUGH THE PLATFORM.

9. General Release

This Section discusses your agreement not to hold the Herb Intelligence Representatives responsible for any dispute you may have with another User, as detailed below.

On top of the recognition that Herb Intelligence is not a party to any Naturopathic Doctor Contract between a Client and a Naturopathic Doctors, you release the Herb Intelligence Representatives from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or connected with any dispute you have with another User, whether it be at law or in equity.

This release includes, without limitation, any disputes over the performance, function, and quality of the Naturopathic Health Services provided to a Client by a Naturopathic Doctors and requests for refunds based on disputes in connection with it.

10. Indemnification

This Section discusses your agreement to pay for any costs or losses we may suffer due to a claim brought against us related to your use of the Platform or your illegal or harmful conduct, as detailed below.

You will indemnify, defend, and hold harmless Herb Intelligence, our affiliates, and our respective directors, officers, employees, representatives, partners, and agents (each an “**Indemnified Party**”) from all third-party claims, losses and liabilities of any kind relating to or arising out of:

1. the use of the Platform by you or your agents, including any payment obligations or default incurred through using the Platform;
2. your User Data, Ratings, or Reviews;
3. any claim related to a Naturopathic Doctor Contract or the delivery (or failure of delivery) of Naturopathic Health Services through the Platform;
4. any employment-related claims involving Herb Intelligence’s classification as an employer or joint employer of a Naturopathic Doctors, including any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay,

retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits;

5. failure to follow the Terms of Service by you or your agents;
6. failure to follow Applicable Law by you or your agents;
7. negligence, willful misconduct, or fraud by you or your agents; and
8. defamation, libel, violation of privacy rights, unfair competition, or infringement of intellectual property rights or allegations thereof to the extent caused by you or your agents.

For this Section, your agents will include any person with apparent authority to access or use your Account, as shown by using your username and password.

11. Herb Intelligence Remedies

Subject to Applicable Laws, without limiting our other rights or remedies, Herb Intelligence may, in our sole determination, temporarily or indefinitely: (i) deny any Account registration; (ii) refuse to provide any Platform Services to you; or (iii) deactivate or suspend your Account.

If your Account is temporarily or permanently deactivated or suspended, you may not use the Platform under a different Account or re-register under a new Account without Herb Intelligence's prior written consent.

Except as otherwise required by Applicable Law, if your Account is deactivated or suspended you may lose access to any data, messages, files, or other material or documentation stored in your Account and any deactivation or suspension of your Account may involve the deletion of any data, messages, files, or other material or documentation stored in your Account for which Herb Intelligence will have no liability. Herb Intelligence, in its sole discretion and as permitted or required by Applicable Law, may keep some or all of your Account information.

You agree that the value, reputation, and goodwill of the Platform depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Naturopathic Doctor Contracts with you. You agree as follows:

IF HERB INTELLIGENCE DECIDES TO DEACTIVATE OR SUSPEND YOUR ACCOUNT TEMPORARILY OR PERMANENTLY, HERB INTELLIGENCE HAS THE RIGHT, SUBJECT TO APPLICABLE LAW: (i) NOTIFY OTHER USERS THAT HAVE ENTERED INTO NATUROPATHIC DOCTOR CONTRACTS WITH YOU TO INFORM THEM OF YOUR ACCOUNT STATUS; AND (II) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT DEACTIVATION OR SUSPENSION. YOU AGREE THAT HERB INTELLIGENCE WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING A DEACTIVATED OR SUSPENDED ACCOUNT STATUS OR THE REASON(S) FOR SUCH DEACTIVATION OR SUSPENSION.

Subcontractors

We may use subcontractors and permit them to exercise our rights and fulfill our obligations, but we remain responsible for their compliance with the Terms of Service and for our overall performance under the Terms of Service.

12. User Claims and Dispute Resolutions (Arbitration Provisions)

If a dispute arises between you and Herb Intelligence, our goal is to resolve the dispute quickly, cost-effectively, and in a friendly way.

You agree to resolve any claim, dispute, or controversy arising out of or relating to your use of the Platform or otherwise arising out of or relating to your relationship with Herb Intelligence or the Platform or the termination of any relationship like this (each, a “**Claim**”) under the following dispute resolution provisions (“**Arbitration Provisions**”).

The Arbitration Provisions apply to all Users and Claims are governed by and will be construed following the laws of the Province of Ontario, Canada. The Terms of Service and the Arbitration Provisions continue to survive and apply after your relationship with Herb Intelligence ends.

Before serving a demand for arbitration of a Claim, you agree to first tell Herb Intelligence about the Claim by email to info@herbintel.ca (a “**Claim Notice**”). You shall then seek informal voluntary resolution of the Claim. A valid Claim Notice must include all pertinent Account information and an adequate description of the Claim so that Herb Intelligence may evaluate the merit of the Claim and try to resolve the Claim.

In the unlikely event the parties cannot resolve a Claim within 60 days following Herb Intelligence’s receipt of a Claim Notice, you agree to only seek other resolution of the Claim by final and binding arbitration before a neutral arbitrator selected by Herb Intelligence instead of a court or jury.

Except as otherwise permitted by Herb Intelligence, arbitration will be conducted in Toronto, Ontario.

Any party may appear at the arbitration by telephone or video rather than in person.

The arbitrator must follow and apply laws of the Province of Ontario and may award only remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.

Despite any other provision of these Terms, no amendment to the Arbitration Provisions will apply to any matter pending in an arbitration proceeding brought under the Arbitration Provisions unless all parties to that arbitration consent in writing to that amendment.

These Arbitration Provisions are the complete agreement relating to formally resolving Claims and all Claims will be decided **by an arbitrator and not by a court**. The parties expressly agree

that the arbitrator and not a court will decide any question of whether the User agreed to arbitrate its Claim, including, but not limited to, any Claim that all or part of these Arbitration Provisions or any other part of the Terms of Service is void or voidable.

If any portion of these Arbitration Provisions are treated as unenforceable, the rest of these Arbitration Provisions will be enforceable. If any part of the Class Action Waiver is deemed unenforceable, you agree these Arbitration Provisions will be enforced as much as the law allows.

Class Action Waiver

You agree to bring any Claim in arbitration individually only, and not on a class or collective basis on behalf of others. There will be no right or authority for any Claim to be brought, heard, or arbitrated as a class or collective action, or as a member in any such class or collective proceeding (“**Class Action Waiver**”).ca

Despite any other provision of these Terms, disputes about the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator.

Herb Intelligence may lawfully seek enforcement of these Arbitration Provisions and the Class Action Waiver under the Arbitration Act (Alberta) and seek dismissal of class or collective actions or claims.

Opt Out of Arbitration Provision

You may opt out of the preceding Arbitration Provisions by telling Herb Intelligence in writing within 30 days of the date you first registered for the Platform. To opt out, you must send a written notification to Herb Intelligence at info@herbintel.ca that includes:

1. Your Account details;
2. Your name;
3. Your address;
4. Your telephone number;
5. Your email address; and
6. A statement saying you wish to opt out of the Arbitration Provision.

13. General Provisions

Governing Law

The Terms of Service will be interpreted following the laws of the Province of Ontario and the federal laws of Canada applicable in it, without regard to conflict-of-law provisions.

Any legal proceedings not captured and governed by the Arbitration Provisions must be brought in the courts of Toronto, Ontario, Canada unless Herb Intelligence agrees to some other location in its sole discretion.

You submit and consent to venue and personal jurisdiction in Toronto, Ontario.

Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Non-Assignability

You may not assign, transfer, or delegate your obligations under the Terms of Service and your rights and obligations without our prior written consent. Herb Intelligence may without restriction assign, transfer, or delegate any of its rights and obligations under this agreement, at its sole discretion, without notice to you.

No Waiver

Our failure to enforce any right or provision in these Terms will not be a waiver of such right or provision unless agreed to by us in writing. Except as expressly stated in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under Applicable Laws.

Entire Agreement

Except as they may be supplemented by other terms, policies, guidelines or standards, the Terms of Service are the entire agreement between Herb Intelligence and the User about the topic of it and supersede any prior oral or written understandings or agreements between Herb Intelligence and you in relation to your access to, and use of, the Platform.

Defined Terms

Any capitalized terms used in these Terms that are not defined here will have the meanings given to them in our Privacy Policy.

- “**Account**” means a Client Account or a Naturopathic Doctors Account;
- “**Aggregate Fee**” means the sum of the Medical Service Fee, Service Fee, government fees, disbursements, and applicable Indirect Taxes payable by a Client regarding the delivery of Naturopathic Health Services under a particular Naturopathic Doctor Contract;
- “**Applicable Laws**” means any applicable statute, law, regulation, rule, court order, common law, judgment, decree, other requirement, or rule of law of any Governmental Authority having jurisdiction over Herb Intelligence and the Platform;

- “**Application**” means the Herbal Chat Hub, Website and any applicable web, mobile, tablet or other smart-device applications, and application program interfaces;
- “**Client**” means a User, being an individual or Organization, that creates a Client Account to ask for Naturopathic Health Services. When a User creates a Client Account to ask for Naturopathic Health Services for themselves, as an individual, then Client means that individual. When a User creates a Client Account on behalf of and as an authorized representative or as an agent of an Organization, then the Client means that Organization;
- “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary”, or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Herb Intelligence’s Confidential Information includes technical or performance information about the Platform and information about its business plans, prices, financial information, and trade secrets. A Client’s Confidential Information includes their Client Data. A Naturopathic Doctors’s Confidential Information includes Naturopathic Doctors Data;
- “**Custom Quote**” or “**Custom Job**” means a unique scope of naturopathic health services that is not otherwise available or appropriate for selection and delivery through the Platform as a Fixed-Fee Service, and which includes a corresponding price estimate for completing such customized naturopathic health services;
- “**Fixed-Fee Service**” means the Naturopathic Health Services listed on the Platform for which a fixed price is directly associated, and which are available for a Client to engage a Naturopathic Doctors to complete through the Platform under a Naturopathic Doctor Contract;
- “**Herb Intelligence Content**” means documents and information, such as text, photos, audio, video, articles, blog posts, forms, templates, documents, or other materials and information created by Herb Intelligence or otherwise made available by Herb Intelligence through on or through the Platform, but excludes User Data;
- “**Government Authority**” means any Canadian federal, provincial, territorial or municipal government or political subdivision thereof, or any agency of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (only if the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction;
- “**Indirect Taxes**” means any harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value-added tax, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority in connection with the requisition and delivery of Naturopathic Health Services under a Naturopathic Doctor Contract;
- “**Naturopathic Doctors**” means a User, being an individual licensed to practice naturopathic medicine in a province or territory of Canada in good standing with the governing body of the naturopathic medical profession to which they are subject, that creates a Naturopathic Doctors Account to offer, provide, deliver, and bill Naturopathic Health Services through the Platform;
- “**Naturopathic Doctor Contract**” means any contract created between the Client and the Naturopathic Doctor for the provision of Naturopathic Health Services.

- “**Naturopathic Health Services**” means any Fixed-Fee Services or any Custom Quote or Custom Job, as applicable, including any amendments or supplements thereto, that may be requested by a Client for delivery by a Naturopathic Doctors over the Platform pursuant to a Naturopathic Doctor Contract;
- “**Mobile Features**” means Platform features that enable Users to access the Platform using a mobile device, including by sending and receiving messages on your mobile device that relate to Herb Intelligence, the Platform or your Account;
- “**Organization**” means any person other than a natural person, including a corporation, association (whether incorporated or unincorporated), society, partnership, limited partnership, trust, mutual fund, charity, or not-for-profit other than any governmental entity;
- “**Payments Data Controller**” _____
- “**Platform**” means the Herbal Chat Hub, Website, Application and Platform Services;
- “**Platform Services**” means all associated services facilitated by the Herbal Chat Hub, Website and the Application;
- “**Privacy Policy**” means the most recent version of the Privacy Policy posted at the following link: _____
- “**Personal Information**” means personally identifiable information about you or your Organization, or information that would allow someone to contact you, or any other information that is defined as such under Applicable Laws;
- “**Rating**” means publicly available score, measured on a 5-point scale, that is provided by a Client following the delivery of Naturopathic Health Services under a Naturopathic Doctor Contract and regarding the Naturopathic Doctors that delivered such Naturopathic Health Services. Ratings reflect the opinions and experiences of individual Clients and do not reflect the opinion of Herb Intelligence;
- “**Engagement Agreement**” means the most recent version of the Engagement Agreement posted at the following link: _____
- “**Review**” means a publicly available narrative review provided by a Client following the delivery of Naturopathic Health Services under a Naturopathic Doctor Contract and regarding the Naturopathic Doctors that delivered such Naturopathic Health Services. Reviews reflect the opinions and experiences of individual Clients and do not reflect the opinion of Herb Intelligence;
- “**Service Fee**” means the transaction-based service fee payable by the Naturopathic Doctors to Herb Intelligence in consideration of the Client’s use of the Platform;
- “**Terms**” means these Terms of Use;
- “**Terms of Service**” means the Terms together with the Privacy Policy and Engagement Agreement;
- “**User**” means any visitor to or user of the Platform, including a Client or a Naturopathic Doctors. The words “you” and “your” refer to a User;
- “**Website**” means herbintel.ca and any subdomains of it, and any other websites through which Herb Intelligence makes its services available.