

## EverKind Terms of Use

*Last revised: July 22, 2025*

EverKind Inc. (“**EverKind**”, “**we**”, “**our**” or “**us**”) offers digital products and services, including, but not limited to, EverKind Coach and EverKind Companion (the “**Services**”) that leverage AI technology to provide wellness support for users through personalized responses and prompts based on a user’s text and voice interactions with, in addition to journal entries submitted to, our Services. Each individual user (“**you**” or “**your**”) can open an account through the applicable app or website, depending on the Product/Service, in order to access each Product/Service. You will access the Services through an EverKind mobile device application (the “**App**”), through the EverKind website at <https://www.everkind.com/> (the “**Website**”), or, in the case of EverKind Companion, via text message (after an account is made via the Website or the App). Unless otherwise indicated, a reference to the Services is also a reference to the App and Website.

**THE SERVICES ARE ONLY INTENDED FOR USE BY CANADIAN RESIDENTS EXCLUDING THOSE RESIDING IN QUEBEC. IF YOU ARE A RESIDENT OF QUEBEC, YOU MAY NOT ACCESS THE SERVICES. YOU MUST BE AT LEAST 13 YEARS OLD TO USE THE SERVICES. IF YOU ARE UNDER 18 YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN’S PERMISSION TO USE THE SERVICES.**

PLEASE READ THESE TERMS OF USE (“**TERMS**”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND EVERKIND. THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. BY SIGNING UP FOR AN ACCOUNT, BY DOWNLOADING THE APP, BY USING THE WEBSITE, OR BY OTHERWISE ACCESSING OR USING THE SERVICES (INCLUDING VIA TEXT MESSAGE), YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING THE LINKED DOCUMENTS REFERRED TO IN THESE TERMS), AS REVISED FROM TIME TO TIME. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES. IF YOU ARE DISSATISFIED WITH THESE TERMS OR ANY OTHER TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS TO AND USE OF THE SERVICES.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES.

THE SERVICES AND THE CONTENT ARE NOT INTENDED TO REPLACE OR SUBSTITUTE THE ADVICE OF YOUR QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH PROFESSIONAL. THE SERVICES AND THE CONTENT ARE NOT TELEMEDICINE OR TELEREHABILITATION SERVICES AND EVERKIND IS NOT A HEALTHCARE PROVIDER, NOR A MENTAL HEALTH PROFESSIONAL AND DOES NOT PROVIDE HEALTHCARE SERVICES.

YOU SHOULD SPEAK WITH YOUR HEALTHCARE PROVIDER AND/OR MENTAL HEALTH PROFESSIONAL FOR INFORMATION REGARDING HEALTH-RELATED QUESTIONS. THE CONTENT ACCESSIBLE THROUGH THE SERVICES SHOULD NOT BE CONSTRUED AS TAKING THE PLACE OF ANY ADVICE RECEIVED FROM YOUR HEALTHCARE PROVIDER OR MENTAL HEALTH PROFESSIONAL OR AS A SUBSTITUTE FOR SEEKING ADVICE FROM YOUR HEALTHCARE PROVIDER OR MENTAL HEALTH PROFESSIONAL. EVERKIND IS NOT RESPONSIBLE FOR ANY RELIANCE OR DECISIONS MADE BY YOU BASED ON CONTENT AVAILABLE THROUGH THE SERVICES. SUCH CONTENT IS NOT INTENDED TO BE ADVICE OR INFORMATION TO BE RELIED UPON BY YOU NOR SHOULD IT BE.

DO NOT USE THE SERVICES OR CONTENT TO DIAGNOSE OR TREAT A MEDICAL CONDITION, HEALTH PROBLEM, OR MENTAL HEALTH ISSUE. YOU SHOULD NEVER DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF ANYTHING CONTAINED ON THE SERVICES OR IN THE CONTENT.

IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911.

These Terms are effective on the earlier of the date (a) you click to accept these Terms, or (b) you first sign up for an account, download the App, use the Website, or otherwise access or use the Services. You acknowledge the Privacy Policy located at [everkind.com/privacy](https://www.everkind.com/privacy) (the “**Privacy Statement**”), as revised from time to time, and you

consent and agree to our collection, use and disclosure of personal information as described in the Privacy Statement.

1. **Your Account.** You must register for an EverKind account to access and use the Services. You must provide the information reasonably requested by EverKind for that purpose. You are responsible for maintaining the confidentiality of your username and password. EverKind recommends that you use a strong and unique password, that you change it frequently, and that you do not reuse passwords. You agree not to disclose your username or password to any third party. EverKind may reject, or require that you change, your username or password. You represent and warrant to EverKind that you have not misrepresented any information that you have provided to EverKind in connection with your account. You are solely responsible for all activities that occur under your account. You shall abide by all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with use of the Services, including those related to data privacy, international communications and the transmission of technical or personal information. If you become aware of any unauthorized use of your account, you must notify EverKind immediately. It is your responsibility to update or change your account information, as appropriate.
2. **Your Privacy and Personal Information.** For a summary of how EverKind collects, uses, and discloses personal information, please see EverKind's Privacy Statement.
3. **Use of the Services.** Subject to your compliance with these Terms, you may access and use the Services and the content that EverKind makes available to you on the Services ("**Content**"). You may only use the Content in connection with your access to the Services. All Content available through the Services is owned by EverKind and EverKind's third-party providers. All Content is provided for informational purposes only, and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content. These Terms permit you to use the Services for your personal use only, and not for any commercial purpose other than for transactions enabled by the functionality of the Services. For greater certainty, EverKind, in its sole discretion, may terminate or suspend your use of the Services or the Content at any time, for any reason or no reason, with or without notice to you, and without any liability to you or any other person. If EverKind terminates or suspends your use of some or all of the Services or the Content, these Terms will nevertheless continue to apply in respect of your use of the Services and the Content prior to such termination or suspension.
4. **Additional Terms.** You agree to comply with these Terms and with all applicable laws. Some Services may have additional terms that apply to your use of those Services ("**Additional Service Terms**"). You agree to comply with all such Additional Service Terms. Additional Service Terms are available through the Website.
5. **AI-Generated Content.**
  - 5.1 In respect of the output generated from the Services that leverage AI in response to Your Content (as defined below) (the "**Output**"), you shall not represent that any Output was human-generated when it was not.
  - 5.2 EverKind holds all right, title, and interest, if any, in and to Output. EverKind grants you a limited, revocable, non-exclusive license to access and use the Output for your own personal, non-commercial use, and in compliance with these Terms and all applicable laws. Use of Output beyond the scope of authorized access and use granted to you by these Terms immediately terminates that license.
  - 5.3 Due to the nature of our Services and AI generally, Output may not be unique and other users may receive similar Output from our Services.
  - 5.4 AI and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate and reliable. Given the probabilistic nature of machine

learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts. When you use our Services you understand and agree:

- (a) Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- (b) You must evaluate Output for accuracy and appropriateness for your use case before using Output from the Services.
- (c) You must not use any Output relating yourself or to any person for any purpose that could have a legal or material impact on you or that person, such as making medical, insurance, legal, or other important decisions about you or them.
- (d) Our Services may provide incomplete or incorrect Output that does not represent EverKind's views.

## 6. **Your Content and Output.**

**6.1** The Services enable you to provide and upload content that may include but is not limited to feedback, messages, text, audio, images, videos, graphics, geographic data, and other information or content (collectively, "**Your Content**"), to the Services. You acknowledge and agree that you are solely responsible for all Your Content you submit, provide or upload and the consequences for submitting, providing or uploading it. Your Content must comply with all laws and these Terms. You retain all your right, title, and interest in and to Your Content.

**6.2** EverKind will use Your Content in connection with providing the Services to you and to other users of the Services. You agree that by providing any of Your Content in whatever form and through whatever means, you grant to EverKind a perpetual, worldwide, irrevocable, non-exclusive, sublicensable, royalty-free license to use, reproduce, and process all or any portion of Your Content in connection with providing the Services to you and to improve the Services. This license includes the right to host, index, cache or otherwise format Your Content. In providing Your Content, you represent to EverKind that you have obtained at your own expense all necessary consents, rights and permissions required to grant to EverKind the license provided in this Section 6.2.

**6.3** You represent and warrant that you own Your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to EverKind and EverKind's use of Your Content will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any third party.

**6.4** You agree that EverKind is not responsible for any violations of any third-party intellectual property rights in any of Your Content or in any Output. You will only include in Your Content the personal information of another individual if you have the express permission of that individual or if you are otherwise entitled to do so at law. For a summary of how EverKind collects, uses, and discloses personal information that might be included in Your Content, please see EverKind's Privacy Statement (as referenced in Section 2).

**6.5** EverKind has the right, without notice to:

- (a) remove any of Your Content for any or no reason in our sole discretion;
- (b) at all times, take such actions with respect to any of Your Content that EverKind deems necessary or appropriate in our sole discretion; and

- (c) take appropriate legal action, including, without limitation, referral to law enforcement or any other governmental authority with respect to Your Content or your use of any of the Services. Without limiting the foregoing, we will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone providing any materials on or through the Services.

**6.6** EverKind has no obligation, nor any responsibility to any party to monitor the Services, and does not and cannot undertake to review materials that you or other users submit. We cannot ensure prompt removal of objectionable material after it has been provided and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

## **7. Unacceptable Use.**

**7.1** You will not, and will not permit any third party to: (a) make the Services or the Content available to, or use the Services, App, Website, or the Content for the benefit of, anyone other than yourself, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, or the Content, or include the Services or the Content in a service bureau or outsourcing offering, (c) use the Services to store or transmit any virus, Trojan horse, worm, or other software, script or code, the effect of which is to permit unauthorized access to, or to alter, disable, encrypt, erase, or otherwise harm, any computer, systems, software or data ("**Malicious Code**"), (d) interfere with or disrupt the integrity or performance of the Services, (e) attempt to gain unauthorized access to the Services or the Content or their related systems or networks, (f) access or use any EverKind intellectual property except as permitted under these Terms, (g) alter, modify, reproduce, copy or make derivative works from all or any part of the Services or the Content or any part, feature, function or user interface of the Services or the Content (including any copyright, trademark, or any other notices that are provided on or in connection with any Content), (h) frame or mirror any part of the Services or the Content, or otherwise incorporate any portion of the Services or the Content into any product or service, (i) access or use the Services or the Content in order to build a competitive product or service or to benchmark with a non-EverKind product or service, (j) reverse engineer the Services or the Content, or any software used to provide them (to the extent such restriction is permitted by applicable laws), (k) access or use any part of the Services or Content that is (expressly or implicitly) not intended for use by you, (l) use any non-EverKind automation code in relation to the Services or Content (including any "bot" or "spider"), (m) collect or harvest any information from the Services or the Content in a bulk or systematic way, (n) remove, alter, or obscure any proprietary notices on the Services or the Content, (o) probe, scan, or test the vulnerability of the Services or any network connected to them, or breach the security or authentication measures on them or on any network connected to them, (p) collect, harvest, reverse look-up, trace, or otherwise seek to obtain any information on any other user of or visitor to the Services, (q) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or any systems or networks connected to them, or (r) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message you send to EverKind or any other person on or through the Services.

**7.2** In respect of Your Content or your use of the Services, you will not, and will not permit any third party to:

- (a) violate any applicable law including any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or that otherwise may be in conflict with these Terms;
- (b) in any manner violate any third party right or any agreement between you and a third party;

- (c) use the Services to publish or transmit any content, or include in Your Content, any material that is unlawful, exploitive, obscene, harmful, threatening, abusive, harassing, hateful, libelous, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in EverKind's sole discretion;
  - (d) involve, provide, or contribute any false, inaccurate, or misleading information;
  - (e) impersonate or attempt to impersonate us, our employee(s), another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing or that are not yours);
  - (f) transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any unsolicited bulk or commercial messages in violation of the laws and regulations applicable to your jurisdiction, "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
  - (g) encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or users of the Services or expose them to liability;
  - (h) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
  - (i) promote any illegal activity, or advocate, promote, or assist any unlawful act; or
  - (j) give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.
8. **Trademarks.** Certain names, graphics, logos, icons, designs, words, titles and phrases on the Services, including "EverKind" may constitute trademarks, tradenames, trade dress and/or associated products and services of EverKind or its affiliates (the "**Marks**"), and are protected in Canada and internationally and their display on the Services does not convey or create any licence or other rights in the Marks. Any use of any of the Marks, in whole or in part without prior written authorization of EverKind or such third party is strictly prohibited. Other trademarks, trade names, trade dress and associated products and services mentioned on the Services, or through the Content, may be the trademarks of their respective owners. The display of these trademarks, trade names, trade dress and associated products and services on the Services does not convey or create any licence or other rights in these trademarks or trade names. Any unauthorized use of them is strictly prohibited.
9. **Apple App Store.** The following applies to any App you obtain from the Apple App Store (an "**Apple App**"): You acknowledge and agree that these Terms are solely between you and EverKind, and not with Apple, Inc. ("**Apple**") and EverKind, not Apple, is solely responsible for the Apple App and the content thereof. You may only use the Apple App on Apple branded products that you own or control. You must comply with the [App Store Terms of Service](#). In the event of any inconsistency between a term of these Terms and a term of the App Store Terms of Service, the term of the App Store Terms of Service will prevail. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App. In the event of any failure of the Apple App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple App (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to EverKind as the supplier of the Apple App. You acknowledge that Apple is

not responsible for addressing any claims of you or any third party relating to the Apple App or your possession and/or use of the Apple App, including, but not limited to (a) product liability claims, (b) any claim that the Apple App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to EverKind as supplier of the Apple App. You acknowledge that, in the event of any third-party claim that the Apple App or your possession and use of the Apple App infringes that third party's intellectual property rights, EverKind, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If you have any questions, complaints or claims with respect to the Apple App, you may direct them to EverKind at **301-218 Queen St. W, Toronto, ON, M5V 0R2**, or call us at **647-366-2795**, or contact us by email at **hello@everkind.com**. You agree to comply with all applicable third-party terms of agreement when using the Apple App, including your wireless data service agreement. You and EverKind acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and you will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

10. **Google Play Store.** The following applies to any App you obtain through the Google Play Store (a "**Google App**"): You acknowledge and agree that these Terms are solely between you and EverKind, and not with Google, Inc. or any of its subsidiaries (collectively, "**Google**"). You must comply with Google's then-current [Google Play Terms of Service](#). In the event of any inconsistency between a term of these Terms and a term of the Google Play Terms of Service, the term of the Google Play Terms of Service will prevail. Google is only a provider of the Google Play Store where you obtained the Google App. EverKind, and not Google, is solely responsible for the Google App. Google has no obligation or liability to you with respect to the Google App or these Terms. You acknowledge and agree that Google is a third-party beneficiary of these Terms.
11. **Mobile Device Charges.** You are solely responsible for any data charges, text messaging charges and similar fees associated with your use of the Services through a mobile device.
12. **Reservation of EverKind Rights.** EverKind and its licensors have and will retain all right, title and interest in and to the Services and Content, and the software and systems used to provide them (including, without limitation, all patent, copyright, Marks, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. You acknowledge that you are obtaining only limited permission to access and use the Services and Content. No rights are granted to you under these Terms. Without limitation, you have no right to use any Marks owned or used by EverKind.
13. **Open Source.** The App may contain or be provided together with free or open-source software. Notwithstanding the sections titled "License" and "Reservation of EverKind Rights", each item of free or open-source software is subject to its own applicable license terms, which can be found in the applicable documentation or the applicable help, notices, about or source files as required by the terms of the applicable open-source license. Copyrights to the free and open-source software are held by the respective copyright holders indicated therein.
14. **License to Use Your Feedback.** You grant to EverKind and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its Services and Content any news story ideas, facts, sources, descriptions, any suggestion, enhancement request, recommendation, correction or feedback in the form of message, text, images, graphics, photos, audio, video and any other content provided by you.

15. **Fees.** We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. In no event, however, will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. If you do not accept such changes, you must cease using the Services. All new fees, if any, will be posted prominently on the Website and in other appropriate locations on the Services. You must pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred. All fees and charges will be billed to and paid for by you.

All Fees are exclusive of applicable federal, provincial, local or other governmental sales, products and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("**Taxes**"). You shall pay all applicable Taxes relating to use of the Services through your account. Unless otherwise indicated, all Fees and other charges are in Canadian dollars, and all payments shall be in Canadian currency. EverKind does not provide refunds.

16. **Links to Other Sites.** The Services or Content may provide links to other sites on the Internet for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by EverKind and are maintained by third parties over which EverKind exercises no control. Accordingly, EverKind expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.
17. **Content, Functionality and Access.** EverKind may at any time, with or without notice, without liability, and for any reason (a) remove any Content from the Services, (b) remove any functionality from the Services, (c) change any functionality on the Services, (d) modify any App or the Website, or (e) deny any person access to the Services. EverKind furthermore reserves the right to take any action related to the Services or Content that is required to comply with applicable law.
18. **Disclaimer of Warranties.** THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR OWN RISK. EVERKIND DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, COVENANTS, AND CONDITIONS (EXPRESS, IMPLIED, OR STATUTORY) IN CONNECTION WITH THE SERVICES AND THE CONTENT, INCLUDING ANY WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, OR NON-INFRINGEMENT. EVERKIND MAKES NO REPRESENTATION OR WARRANTY OR ANY OTHER TERM THAT THE SERVICES OR THE CONTENT, WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, OR THAT THE SERVICES OR THE CONTENT WILL BE SECURE, OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM THE SERVICES, OR THAT THE CONTENT, WILL BE FREE OF MALICIOUS CODE. EVERKIND IS NOT RESPONSIBLE FOR THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SERVICES. EVERKIND MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD-PARTY WEBSITES OR RELATED CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SERVICES OR CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE CONTENT IS TO STOP USING THEM.
19. **Limitation of Liability.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EVERKIND (AND EVERKIND'S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS AND AGENTS) FOR ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) (COLLECTIVELY "**LOSSES**") TO YOU RELATED TO THE SERVICES OR THE CONTENT, OR THESE TERMS, EXCEED THE LESSER OF (A) THE DIRECT DAMAGES SUFFERED BY YOU, AND (B) \$100.
20. **No Claim for Certain Damages.** IN NO EVENT WILL EVERKIND (OR EVERKIND'S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS OR AGENTS) BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, OR FOR ANY LOSS OF REVENUE, SAVINGS, INCOME, BUSINESS, PROFIT, GOODWILL OR REPUTATION WHATSOEVER BASED ON ANY LEGAL THEORY (INCLUDING TORT OR NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

21. **Some Disclaimers, Exclusions or Limitations May Not Apply.** In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.
22. **Indemnity.** You will indemnify and hold EverKind (and EverKind's directors, officers, employees, partners, suppliers and agents) harmless from all Losses arising from your use of the Services, or the Content, or your breach of any of these Terms, and from all Losses resulting from any of Your Content.
23. **Failure to Comply.** If you fail to comply with these Terms, then, without limiting any other right or remedy available to EverKind, EverKind may suspend or terminate your access all or any part of the Services, including the App, Website, or the Content.
24. **Export Controls.** These Terms are expressly made subject to any laws, regulations, orders or other restrictions on export from the United States of America ("U.S.") or Canada of the Services or the Content, or any information about any of them, which may be imposed from time to time by the governments of the U.S. or Canada. You shall not export the Services or the Content, or any information about any of them without the prior written consent of EverKind and compliance with such laws, regulations, orders and other restrictions. You represent and warrant that (a) you are not located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a "terrorist supporting" country, and (b) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties.
25. **Amendments.** The "last updated" legend above indicates when these Terms were last amended. EverKind may unilaterally amend all or any part of these Terms at any time by updating these Terms on the Services. We will provide you with notice of the proposed amendments by posting an amended version of these Terms with a new version date. We will include a link to the previous version of the Terms beneath the new version date. The amendments will take effect thirty (30) days after the date on which the amended version is posted. Prior to that date, the previous version of the Terms will continue to apply. If you disagree with any amendments, you may refuse the amendments and cease using the Services, App, Website, and the Content within the thirty (30) day notice period. There will be no cost or penalty for doing so. If you continue to access or use the Services, App, Website, or the Content after the thirty (30) day period, you thereby agree to the amended Terms. You agree to review these Terms regularly to determine your rights and responsibilities.
26. **Governing Law & Jurisdiction.** These Terms, and any dispute, controversy or claim arising under, out of, in connection with, or related to (a) the Services or the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, shall be governed by and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. You and EverKind each attorn to the exclusive jurisdiction of the courts of Ontario in respect of any such dispute, controversy or claim, except that, notwithstanding the foregoing, (i) you agree that EverKind shall be entitled to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and (ii) you agree that EverKind shall be entitled to seek and be awarded an order from a court of competent jurisdiction anywhere in the world for the purpose of recognizing and enforcing any interim or final judgement, order, injunction, award or other relief granted



or provided by the courts of Ontario, and you hereby waive any defence you might then have to the granting of such an order.

27. **Injunction.** You acknowledge that any breach, threatened or actual, of these Terms will cause irreparable harm to EverKind, such harm would not be quantifiable in monetary damages, and EverKind would not have an adequate remedy at law. You agree that EverKind shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that EverKind post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to EverKind to enforce any provision of these Terms.
28. **Class Action Waiver.** Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to (a) the Services, App, Website, or the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, will be conducted solely on an individual basis. Neither you nor EverKind will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.
29. **General.** If any provision of these Terms is unlawful, void or unenforceable, then that provision shall be deemed severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions. All rights and remedies of EverKind granted or recognized in these Terms are cumulative, are in addition to and not in substitution for any rights or remedies at law, and may be exercised at any time and from time to time independently or in any combination. In these Terms (a) references to currency are to the lawful money of Canada, (b) "person" includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies and all other organizations and entities recognized by law, and (c) "including" (and similar variations) means including without limitation. These Terms, together with any Additional Service Terms, represent the entire agreement between you and EverKind with respect to use of the Services, App, Website, and the Content, and they supersede all prior or contemporaneous terms, agreements, communications and proposals, whether electronic, oral, or written between you and EverKind with respect to any of the foregoing. Failure by EverKind to insist on strict performance of any of the terms or conditions of these Terms or any Additional Service Terms will not operate as a waiver by EverKind of that or any subsequent default or failure of performance. EverKind's affiliates, directors, officers, employees, partners, suppliers and agents are third-party beneficiaries of the sections titled "Disclaimer of Warranties", "Limitation of Liability", "No Claim for Certain Damages" and "Indemnity". Apple, Google, and their subsidiaries are third-party beneficiaries of these Terms. There are no other third-party beneficiaries of these Terms. You may not assign these Terms without the prior written consent of EverKind. EverKind may assign these Terms without restriction. These Terms will enure to the benefit of and will be binding on you and EverKind and your and its respective successors and permitted assigns.