

TERMS AND CONDITIONS OF USE

GENERAL:

All the information, content and live connections provided on the site is intended to be for informational purposes only, and not a substitute for professional or medical advice. Unless provided by our authorized specialist. You should always speak with your doctor before you follow anything that you learn from our service. Use of this site is subject to our TERMS & CONDITIONS

ACCESS TO ESTECHAT SERVICES:

1. You understand and agree that

1. the User Name and password assigned to you is used by Estecharat to establish your identity in accordance with the information provided to Estecharat in your Profile;

Estecharat will rely on the information provided by you in your profile at the time of registration from your account, unless you notify Estecharat of an inaccuracy or discrepancy or updating your profile.

2. Acceptance of Terms and Conditions of Use

a. These Terms and Conditions of Use (“Terms”) set out the **terms and conditions under which the Estecharat E-Services Portal** is made available to you.

b. By accessing and using the Estecharat E-Services Portal, you are indicating your acceptance of, and your agreement to be bound by, these Terms.

3. Amendments

Estecharat reserves the right to modify these Terms at any time without prior notice. Such modification(s) shall be effective immediately upon a notice of the change being posted on the portal or on such other date as may be specified in the notice.

Your continued access or use of the Estecharat E-Services Portal after such modifications are effective will signify your acceptance of and agreement with the modified Terms.

PERSONAL INFORMATION AND CHOICE

"Personal information" is information about a person that identifies or describes an individual, including, but not limited to, his or her name, physical description, home address, telephone number, financial matters, and medical history, readily identifiable to that specific individual. An Internet Protocol (IP) address is not considered personal information; however, it is considered "electronically collected personal information."

"Electronically collected personal information" we automatically collect your computer's (or network's) IP address and statistical information about which Web pages you visit. If you voluntarily participate in an activity that asks for specific information (e.g., completing a request for assistance, personalizing the content of the Web site, sending an e-mail, or participating in a survey, etc.), more detailed data will be collected. If you choose not to participate in these activities, your choice will in no way affect your ability to use any other feature of the Web site.

A SPECIAL NOTE ABOUT CHILDREN

Children are not eligible to use services that require submission of personal information and we require that minors (under the age of 18) do not submit any personal information to us. This includes submitting personal information as part of a user profile or personalization profile. If you are a minor, you can use these services only if used together with your parents or guardians. If you are a minor, you should seek guidance from your parents.

INFORMATION COLLECTED AND HOW IT IS USED

We do collect personal information directly from individuals who want to use some or all of our services. Collection of this information is required to deliver the specific intended services.

If you do nothing during your visit to the Web site but browse or download information, we automatically collect and store the following information about your visit:

- 1.The IP address of your computer or network. The IP address is a numerical identifier used to direct Internet traffic to you and generate statistics used in the management of this site.
- 2.The type of web browser and operating system you used.
- 3.The date and time you visited this site.
- 4.The Web pages or services you accessed at this site.
- 5.The Web site you visited prior to coming to this Web site.
- 6.If you downloaded a form, the form that was downloaded.

The information we automatically collect or store is used to improve the content of our Web services and to help us understand how people are using our services. This information does not identify you personally and is used for gathering Web site statistics. The information we automatically collect and store in our logs about your visit helps us to analyze our Web site to continually improve the value of the materials available. Our Web site logs do not identify a visitor by personal information, and we make no attempt to link other Web sites with the individuals who browse the Estecharat Web site and E-Service Portal

WHAT HAPPENS TO INFORMATION YOU SUBMIT TO US?

If you choose to submit information to us, any private information will be managed in accordance with our Privacy Policy.

SURVEYS

If during your visit to the Estecharat Web site you participate in a survey or send an e-mail, the following additional information will be collected:

- 1.The e-mail address and contents of the e-mail.
2. Your answers to the survey questions.

IF YOU SEND US EMAIL

You may choose to provide us with personal information, as in an e-mail, with a comment or question. We use the information to improve our service to you or to respond to your request. Sometimes we forward your e-mail to other third party/state employees who may be better able to help you, and this staff may be employed by a different party within the State or Canada. Except for authorized law enforcement investigations or as required by law, we do not share your e-mail with any other organizations.

We use your e-mail to respond appropriately. This may be to respond to you, to address issues you identify, to further improve our web site, or to forward the e-mail to another party for appropriate action.

ORDER FORMS

If you place an order for service with us, we request information from the user on our order form. A user must provide contact information and financial information. This information is used for billing purposes and to fill your order/request. If we have trouble processing an order, this contact information is used to get in touch with you.

AUTOMATIC COLLECTION OF INFORMATION OR COOKIES

Cookies are simple text files stored on your computer by your Web browser. The Estecharat Web site and E-Service Portal does not use cookies to maintain personalization. Cookies created on your computer by using this Web site do not contain "personal information" and do not compromise your privacy or security.

In order to provide special functionality to the Estecharat Web site and E-Service Portal, cookies may be used that remain on your computer from session to session, unless deleted by you. We use session cookie to help

optimize your browsing/using experience in our secure E-Service portal. Estecharat Web site does not store in cookies any personal information about you. These cookies are automatically deleted when your web browser is closed.

While cookies are optional for browsing Estecharat Web site and E-Service Portal, they are required for registering, logging on, managing your medical profile' information and your orders. If you wish to use Estecharat Web site and E-Service Portal you will need to accept Estecharat cookie. However, if you turn your cookie option off, you may not be able to access some of the features in the Web site or use interactive E-service applications.

Restrictions

Users, either specialist physician or patients, shall not probe, scan or test the vulnerability of any system or network breach or otherwise circumvent any security or authentication measures, access, tamper with, or use none-public or non-shared areas of the Estecharat E-service portal; interfere with or disrupt any host or network, overload, flood, spam or mail-bomb any part of Estecharat E-service portal; plant malware or otherwise use the services to distribute malware, access or search the Estecharat E-service portal by any means other than Estecharat publicly supported interfaces, send unsolicited communications, promotion, advertisements. Plan deceptive or false sourcing information, including "spoofing" or "phishing", publish anything that is fraudulent, misleading, or infringing others' rights, promote or advertise products or services other than their own; share unlawful, indecent or defamatory material, or share content advocating bigotry, religious, racial or ethnic hatred.

Subject to Estecharat Terms & Conditions of Use, you are hereby granted a limited, revocable, non-exclusive right to use the contents and the service features of the Estecharat E-service portal in the normal use of the web site and supporting applications. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law.

SECURITY

TCE Group, as developer and manager of the Estecharat Web site and E-service portal, has taken several steps to safeguard the integrity of its telecommunications and computing infrastructure, including, but not limited, to authentication, monitoring, auditing, and encryption. Security measures have been integrated into the design, implementation, and day-to-day practices of the entire website operating environment as part of its continuing commitment to risk management by using the IBM technology. This information should not be construed in any way as giving business, legal, or other advice or warranting as fail proof the security of information provided through the Estecharat Web site.

This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for comparable purposes. Anyone using this system expressly consents to such monitoring. Unauthorized attempts to modify any information stored on this system, to defeat or circumvent security features, or to utilize this system for other than its intended purposes are prohibited and may result in criminal prosecution.

THE SPECIALIST PROFILE

The Specialist offering their professional services using Estecharat web site and/or E-service portal provide Estecharat with information, files and pictures that they submit after they register. By posting, storing or transmitting any content on or to the Estecharat E-service portal, including by submitting created content within the E-service portal, you –the specialist- accept to grant Estecharat or warrant that the owner of such content has expressly granted Estecharat the exclusive, transferable, sub-licensable, royalty-free, perpetual irrevocable, right and license to use, reproduce, publish, translate, sublicense, copy, modify, delete, enhance and distribute such contents to incorporate same on Estecharat standard presentation platform. This incorporation includes the act of processing such content including but not limited to services, features, image thumbnails or documents previews, design choices Estecharat makes to technically administer Estecharat' services. You give Estecharat the permissions we need to do the above for the sole and exclusive purpose of providing and promoting your expert services. The permission also extends to trusted third parties

You acknowledge that the usage of your profile content by Estecharat will not constitute any infringement to the intellectual property, copy rights or trademarks owned by you. Estecharat acknowledges to collect your prior approval to disclose any content on any platform other than Estecharat. You retain full ownership of your profile or the format that will be created by Estecharat as the specialist created content.

You understand and agree that the relationship established by and between you and Estecharat platform is a management agreement to gather, acquire, collect, transfer, process, merge, and migrate data, and that you have provided it to Estecharat platform for this purpose. You are solely responsible for the accuracy, completeness, appropriateness, and legality of files, posts, or any other information you provided to Estecharat. The Services provide features that allow you to share your content with others working under your supervision, which allow them to access that content folder and can copy, modify, or even share the content, so you are advised to be careful with the content you are sharing with your employees. You hereby agree and acknowledge that Estecharat will retain your profile on Estecharat's platform even after you no longer access or use Estecharat's Services

OBLIGATIONS

You are fully responsible for

using the Estecharat E-Services Portal in compliance with these Terms;

- a. ensuring that all information provided through the Estecharat E-Services Portal is true, accurate, current and complete;
- b. notifying Estecharat of any changes to the information provided in your Estecharat E-Services Portal Profile that may affect the validity of any information submitted by you, including but not limited to changes to your organization name, business address, your name, your specialty and credentials
- c. operating the Estecharat E-Services Portal with computer equipment that is regularly scanned for malware, including viruses and use of malicious programs.

d. providing only the information that is requested or required in relation to your use of the Estecharat E-Services Portal.

You undertake to notify Estecharat of any suspected inappropriate use of the Estecharat E-Services Portal including possible fraudulent use, misrepresentation, loss, damage or theft of account information or activation codes.

INTELLECTUAL PROPERTY

You acknowledge and agree that any material, software, hardware, servers, networks or other equipment used to provide you with the Estecharat E-Services Portal are at all times the property of TCE Group of Canada or a third party.

You must not transmit, transcribe, reproduce, store, translate or transform the content of the Estecharat E-Services Portal, without the prior written permission of Estecharat, unless specifically provided for as follows:

You are authorized to display the content of the Estecharat E-Services Portal on your computer and to print, download and use the content available to you exclusively for use in the course of using the services provided;

Some of the content on the Estecharat E-Services Portal may be subject to copyright. Details concerning copyright ownership and any special restrictions on reproduction are indicated on the Estecharat website and must be observed.

You certify that the information you will enter into the Estecharat E-Services Portal will be limited to that required to support your required services. You further certify that you have the necessary authority (ies) and permissions to do so from any third party that may have a claim, right or interest in the documents and information.

By entering information into the Estecharat E-Services Portal, you grant Estecharat a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to use, reproduce, store, adapt, translate, modify, make derivative works from, transmit and distribute that information for non-commercial use.

This license is irrevocable and shall therefore continue after termination of these Terms for any reason.

PRIVACY POLICY

Your privacy is important to us. To better protect your privacy our Privacy Policy explains our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

LINKS TO OTHER SITES

Estecharat Web site has links to sites we believe might be useful to you and which may provide services. When you link to another site, you are no longer on our site and are subject to the privacy policy of the new site.

DISCLAIMER OF ENDORSEMENT

The Estecharat Web site and E-service portal at times contains some content that is supplied by third parties and users. Any opinions, advice, statements, services, offers, reviews or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of TCE Group the operator of the Estecharat platform.

LIMITATION OF LIABILITY

To the extent permitted by law, in no event shall TCE GROUP the operator of Estecharat platform, hereby referred to as Estecharat its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, arising out of, resulting from or in connection with any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or damage, of any nature whatsoever, resulting from your access to and use of our Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any

interruption or cessation of transmission to or from our Services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Services, whether based on a warranty, contract, tort, or any other legal theory, and whether or not the company has warned about the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

IDEMENIFICATION

You agree to indemnify and hold harmless TCE GROUP the operator of Estecharat Platform, its officers, employees, agents, successors and assigns from and against all claims, actions, injury, losses, expenses, damages, and costs, including reasonable lawyers' fees, resulting from any violation by you of these Terms. Expenses (including without limitation attorney's fees and costs) incurred in connection with any claim, demand or action, brought or asserted against any of the Indemnified Parties, arising out of, or in connection with (a) your use of and access to the E-service portal; (b) your violation of any term of these terms; (c) alleging facts or circumstances that would constitute a breach of any these terms by you, including violation of law or allegation of violation of privacy, publicity or intellectual property rights related to User created content you submit; or Estecharat created contents; (d) arising from, related to, or connected with your use of the Estecharat portal or the services violating any third party right, including without limitation any copyright, property, or privacy right; (e) any other party's access and use of the Services with your unique username, password or other appropriate security code.

As a Specialist provider, you acknowledge that you shall be solely liable and fully responsible for the accuracy of the diagnosis or your opinion about the patient treatment plan you provided to the patient through Estecharat Portal. TCE GROUP the operator of Estecharat shall not be held accountable under any circumstances to endure any responsibility due any medical error, malpractices, gross negligence committed by you in the course of providing your medical opinion to the patients using Estecharat portal, as Estecharat

providing the sole role of intermediary party between the physician and the patient.

FORCE MAJEURE

Estecharat or TCE GROUP will not be liable for failing to perform under these terms by the occurrence of any event beyond its reasonable control, including, without limitation, fire, terrorism, natural disaster, war, boycott, labor disturbances, internet or communications outage, interruption of service or failure by a service provider of Estecharat to perform its obligations.

Governing Law

These Terms will be governed and interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada

Severability

If any provision of these Terms is declared by an arbitrator or a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from these Terms and all other provisions of these Terms shall remain in full force and effect.