

Nazca Health Platform Terms of Use (User Agreement)

Nazca Health retains the authority to modify the Terms of Use (Terms) as and when required, in accordance with applicable laws, regulations, our services, our practices, and/or the Nazca Health Platform. Kindly ensure that you periodically review the date of the last update of these Terms. We may but are not obligated to post notice of amendments. By utilizing the Nazca Health Platform or availing yourself of any Services (as defined herein) after the amendment of these Terms, you acknowledge your consent to adhere to and abide by the amended Terms.

The Nazca Health Platform and Services

Nazca Health Corporation (“Nazca Health”, “we”, “us”) owns and operates an information technology platform consisting of websites, content, products, and services (collectively referred to as the “Nazca Health Platform”). The Nazca Health

Platform enables clients (“Clients”, “you, “your”) to access Healthcare Services and Wellness Services (collectively, “Services”) provided by Healthcare Providers and Wellness Practitioners (collectively, “Service Providers”) and certain other health-related services. Services are delivered through a secure telehealth virtual platform where a client and a Service Provider are not in the same physical location. The Nazca Health Platform enables clients to share their personal health information (“PHI”) with Service Providers and electronically receive documentations related to the services they are receiving. Nazca Health also offers add-on items and optional services such as the secure delivery of a clinical record via a method which complies with applicable privacy legislation.

Eligibility

To use the Nazca Health Platform, you must:

Satisfy the following exclusionary criteria:

You are 25 years of age or older;

You have not experienced psychosis-related symptoms at any point in your lifetime;

You are not currently experiencing thoughts of suicide and have not experienced thoughts of suicide in the past 2 years.

Be physically located in Ontario during an initial consultation and/or clinical care session (collectively, “Virtual Appointments”).

Personally register to use the Nazca Health Platform; Others are not permitted to register to use the Nazca Health Platform on your behalf.

Agreement with Nazca Health

These terms govern Clients' access to and use of the Nazca Health Platform. Upon acceptance by a Client, these Terms establish a binding agreement between Nazca Health and the Client. In the event that you do not agree to these Terms at any juncture, you must immediately cease accessing the Nazca Health Platform.

User representations and warranties

You hereby represent and warrant to Nazca Health, and recognize that Nazca Health is relying on your representation and warranty, that:

You meet all criteria listed in the Eligibility section of these Terms and have not provided inaccurate or false information to Nazca Health.

You will exclusively use the Nazca Health Platform and Nazca Health services for your own personal and non-commercial purposes.

Nature and scope of healthcare services

Only regulated health professionals that are in good standing with an Ontario health regulatory body ("Healthcare Providers") and wellness practitioners who are licensed, certified, or otherwise qualified ("Wellness Practitioners") may provide Services to Clients through the Nazca Health Platform (Healthcare Providers and Wellness Practitioners are referred to collectively as "Service Providers").

Telehealth requirements

Ontario has regulations regarding the practice of telehealth and Nazca Health ensures

that all legal requirements are met. Certain practices do not necessitate the physical presence of a Service Provider in Ontario while delivering services to you. If you have questions or concerns regarding the licensing requirement of your professional, please consult your Service Provider's regulator (generally referred to as the "College" of a regulated health profession, for example the "College of Physicians and Surgeons of Ontario") of which the Service Provider is a member. Most if not all health profession regulators in Canada maintain a register of their members accessible through their website.

Not a replacement for Primary Care

Services obtained via the Nazca Health Platform shall not be considered as replacement for appointments with a primary care provider. Nazca Health does not bear the legal obligation to share with your primary care provider any reports or summaries of the services you receive from Nazca Health. You must inform your primary care provider about the services you have received from Nazca Health and the reasons for seeking them, as this will allow them to take these into account, including any medications your primary care provider may provide to you. Your primary care provider may ask you for details regarding the findings of a Nazca Health Service Provider. To assist you with this information, the service provider you are actively working with ("Assigned Service Provider") may offer an additional service for a certain fee, which involves the transmission of clinical information to your primary care provider.

No MD Services

Nazca Health does not provide medical services (MD) and may be unable to provide services to clients with a past history of mental health issues requiring the care of a medical professional. Suitability for services at Nazca Health will be assessed on a case-by-case basis by our management team.

Request for clinical record

Clients who wish to obtain a copy of their clinical record must fill out the Clinical Record Request form and submit the completed form to us at contact@nazcahealth.com.

Services Terms of Use

As a term and condition of receiving Nazca Health services, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

The Nazca Health Platform is a platform that facilitates connecting Clients with Service Providers for the provision of Services. While Nazca Health facilitates access to Services provided by Service Providers, Nazca Health itself is not registered as a healthcare provider or a wellness practitioner, and does not do provide Services as described herein.

Service Providers are independent contractors who have chosen to use the Nazca Health Platform to provide Services. Service Providers are not employees or otherwise acting on behalf of Nazca Health in providing services. The relationship between you and your assigned service provider is a professional-client relationship to which Nazca Health is not a party.

Service Providers are solely responsible for any services that they provide to you. Service Providers are responsible complying with any applicable standards of care, record-keeping, and other professional obligations. Service Providers are responsible for complying with applicable legislation, and applicable rules and regulations governing their profession.

You will only request Nazca Health services for yourself.

As with any other healthcare consultation, no results can be guaranteed or assured in connection with Services. Your assigned Service Provider has the authority to assess and determine whether certain Services are suitable for your treatment requirements. There may be instances where they are unable to offer certain Services you need due to certain limitations or professional obligations. Service Providers also have the discretion to discontinue the provision of services to you in accordance with their regulatory bodies and clinical judgment.

You are responsible for providing the Service Provider with any information advised as required in order to provide you with Services. If you decline to provide that information, the Service Provider may not be able or willing to provide you with Services.

As with all health-related services, there are risks associated with the Services. In addition to any risks communicated to you by your assigned Service Provider, there are risks unique to telehealth. These include limitations that may prevent the Nazca Health Platform from effectively transmitting information, which could hinder the Service

Provider's ability to provide Services (such as due to poor image resolution). Other risks of use of electronic means to transmit and store information are described in Nazca Health's Privacy Policy, which forms part of these Terms and is posted at

You will not use the Nazca Health Platform for emergency healthcare or in emergency situations. If you believe that you are dealing with an emergency, you must call 911 immediately or attend your nearest emergency department. Emergencies include, but are not limited to, experiencing the following symptoms: Chest pains, difficulty breathing, any impairment level in consciousness, stroke-like symptoms (including, but not limited to weakness or paralysis on one side of your body, difficulty to speak or comprehend language, and abdominal pain that is severe enough such that you cannot walk or carry out your daily activities).

You will seek emergency help or appointment with your primary care provider when recommended by your assigned Service Provider.

Should your Service Provider write you any prescription, you agree that such prescriptions are solely for your own personal use. You will fully and carefully read all provided product information and labels, and to contact a physician or pharmacist if you have any questions regarding the prescription.

You will not report drug reactions, side effects, or adverse events through the Nazca Health Platform. You will report any medication reactions, side effects, or other adverse events to your primary care provider, or if you do not have one, to the nearest walk-in clinic or emergency room. Should you experience an emergency related to or caused by a drug reaction, side effect, or adverse event, you will call 911.

Technology-related terms

As a term and condition of using the Nazca Health Platform, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

You are prohibited from and will not:

remove or alter any copyright, trademark, or brand elements of Nazca Health;

reproduce, modify, distribute, licence, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Nazca Health Platform except as expressly permitted by Nazca Health;

decompile, reverse engineer or disassemble the Nazca Health Platform;

launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Nazca Health Platform, or unduly burdening or hindering the operation and/or functionality of any aspect of the Nazca Health Platform;

attempt to gain unauthorized access to or impair any aspect of the Nazca Health Platform, or its related systems or networks;

impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

use the Nazca Health Platform in a manner that violates any laws.

use abusive language or inappropriate conduct when communicating with anyone through the Nazca Health Platform, including our Service Providers.

You will communicate with Service Providers solely through the Nazca Health Platform.

Business terms

As a term and condition of using the Nazca Health Platform, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING.

You will be charged for all Services provided by a Service Provider (“Service Fees”), unless these fees are paid to Nazca Health directly by a third party payer (such as your insurance provider) that has entered into an agreement with Nazca Health.

Certain Services may be eligible for coverage by your insurance provider. However, it is essential to note that you are entirely responsible for any costs that your insurance provider does not cover. Insurance coverage may vary and we recommend that you carefully review your insurance policies and consult with your insurance provider to understand the extent of coverage for the services you receive through Nazca Health.

You must pay for the services in their entirety before receiving services from Nazca Health. In certain cases, Services may be covered by your insurance provider through direct billing in which case you will not be required to pay a fee prior to your Virtual Appointment. However, you will be asked to pay the entirety of the Service Fee if an insurance claim submitted through direct billing is not approved by your insurance provider or will be asked the amount of the service fee not covered by your insurance provider.

Nazca Health is not responsible for tracking or following up on the status of any claim submitted to your insurance provider.

You must inform your Assigned Service Provider or a Nazca Health team member if you wish to reschedule your original virtual appointment. Virtual Appointments must be rescheduled more than 24 hours before the original start time.

Refunds will not be issued during the Virtual Appointment or after the Virtual Appointment.

Privacy

PHI or other information you provide to our team members or Service Providers is collected and used in accordance with our [Privacy Policy](#). As the Privacy Policy forms part of these Terms, it is essential that you review the Privacy Policy prior to agreeing to these Terms.

Termination

Nazca Health reserves the right to terminate your access to the Nazca Health Platform and/or Services and/or your participation in any other Nazca Health programs immediately for any reason. Upon termination of your access to the Nazca Health Platform, Nazca Health will have no further obligations to provide you with access to the platform, except to the extent that Nazca Health is required to provide you access or facilitate access to your PHI.

Content

None of the information or materials (collectively, “Content”) available through the Nazca Health Platform with the exception of Services is professional advice, treatment, diagnosis or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective to you. Content is for informational purposes only. It is your responsibility to discuss any Content with your primary care provider or another qualified healthcare provider prior to relying on it, and any reliance on Content is at your own risk. Content appearing on the Nazca Health Platform could include technical, typographical, or photographic errors. Nazca Health does not warrant any of the Content provided are accurate or current.

Disclaimer

The Nazca Health Platform is provided on an “as-is” and “as available” basis. Nazca Health does not make any representations or warranties, whether expressed, implied, or statutory, unless explicitly stated in these Terms. Additionally, Nazca Health does not guarantee the reliability, timeliness, quality, suitability, or availability of the Services requested through the use of the Nazca Health Platform. Nazca Health does not guarantee that the Services will be uninterrupted or error-free. By using the Nazca Health Platform, you agree to assume all risks associated with its use and any risks related to Services.

Limitation of Nazca Health's liability

Nazca Health, including its directors, officers, employees, shareholders, affiliates, agents, independent contractors, or vendors, will not assume any responsibility for any

damages, liability, or losses resulting from: (i) your use of or reliance on the Nazca Health Platform and/or the Services, or your inability to access or use the Nazca Health Platform and/or Services, or any delays in doing so; or (ii) any transaction or relationship between you and any Service Providers. Nazca Health is not responsible for the storage or recording of your information on any computer, tablet, mobile device, or network, whether public or private, that you use to access the Nazca Health Platform.

Without restricting the scope of the preceding statement, Nazca Health will not be held responsible for any indirect, incidental, special, exemplary, punitive, or consequential damages, including professional negligence, personal injury, loss of income, or lost data, that may arise from any use of the Nazca Health Platform and/or Services offered by Service Providers.

Indemnity

You agree to hold Nazca Health, including its directors, officers, employees, shareholders, affiliates, agents, independent contractors, or vendors, harmless from any claims, demands, losses, liabilities, and expenses that may arise from: (i) your use of the Nazca Health Platform and Services you receive through it; (ii) any breaches or violations of these Terms by you; or (iii) any violations of the rights of third parties, including Service Providers, other Clients, or referred friends and family members. On the Nazca Health Platform, there may be certain services that Nazca Health is unable to provide to you, but are identified to you for your convenience. To the extent that a service is not provided by Nazca Health, you will be given notice prior to using that service, and if you elect to proceed, you acknowledge and agree that you will be contracting with the service provider and not Nazca Health.

Payment options and fees

The following are the payment options used by Nazca Health. Note that not all options are available to all Clients.

Services eligible for coverage by insurance providers

Fees for all Services eligible for coverage by insurance providers are billable to Nazca Health. Nazca Health requires you to submit your credit card information prior to the provision of all Services.

Nazca Health may facilitate the submission of your insurance claims to your insurance provider, with your consent. Nazca Health may not be able to facilitate insurance claims to all insurance providers. It is your responsibility to determine the scope of your insurance coverage, including what services are covered by your insurance provider, the fee amount per session that is covered, and the total monetary amount of services covered in a calendar year as outlined in your insurance policy. Subsequently, your insurance provider may reimburse you for a portion or full amount of the fee that you have paid.

Services not eligible for coverage by your insurance provider

Fees for all Services that are not eligible for coverage by insurance providers are billable to Nazca Health.

Nazca Health requires you to submit your credit card information prior to the provision of all Services.

Initial Consultations

Initial Consultations are free of charge.

Supplementary Services or Add-On Items

Payments for supplementary services and add-on items (such as group sessions, digital products, or delivery of clinical records) are paid directly to Nazca Health once you receive the corresponding invoices from your Assigned Service Provider or from a Nazca Health team member.

General provisions

Entire Agreement. These Terms represent the complete agreement and understanding between Nazca Health and yourself, and replaces and supersedes all prior agreements or undertakings regarding the subject matter.

Governing Law. These Terms are governed by the laws of Ontario and the laws of Canada applicable therein, excluding any conflict of laws that would lead to the application of any other laws. By accessing the Nazca Health Platform, you agree that any disputes arising from, connected with, or related to these Terms will be brought to the provincial and federal courts located in the City of Toronto, Ontario.

Non-assignment. These Terms are not assignable, transferable, or to be sublicensed by you except with Nazca Health's prior written consent. Nazca Health may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Links to External Websites. We provide links on the Nazca Health Platform to other websites or resources including those operated by parties other than Nazca Health for your convenience. Nazca Health is not responsible for the availability of such external websites or resources, does not endorse or accept responsibility for the content such external websites or resources, and has no responsibility for or control over the terms of use or privacy policy of the operators of the external websites or resources. You access and view any third party websites our resources at your own risk. Nazca Health is not responsible even where we link you to those resources for your convenience.

Severability: If any provision in these Terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Contact. If you have any questions about the Nazca Health Platform or the Services, please email us at contact@nazcahealth.com.