

Terms of Use of the Self-Care Platform

Effective as of July 1, 2025.

1 DEFINITIONS

- 1.1 « **Identifiers** » has the meaning given to it in paragraph 3.2.1 of this Agreement.
- 1.2 « **Code of Conduct** » has the meaning given to it in paragraph 2.2.1 of this Agreement.
- 1.3 « **Account** » has the meaning given to it in paragraph 3.2.1 of this Agreement.
- 1.4 « **Agreement** » means this document, which sets out the obligations and conditions of use that govern your access to and use of the Platform.
- 1.5 « **Foundation** » means the Fondation Isabelle and Luc Poirier, a non-profit legal person incorporated under the Companies Act (Quebec), having its head office at 300-296 Saint-Paul Street West, Montreal, Quebec H2Y 2A3.
- 1.6 « **Trademarks** » has the meaning given to it in paragraph 10.1 of this Agreement.
- 1.7 « **Platform** » means the Self-Care platform operated by the Isabelle and Luc Poirier Foundation. The Self-Care platform is an online platform designed to encourage virtual meetings between peers in order to promote well-being, support and sharing. Its main objective is to offer users a space where they can freely share their situation, express themselves without fear of judgment, and benefit from support so they don't have to face their suffering alone. These intervention services, while punctual, confidential and free of charge, do not replace medical care. A full description of the Self-Care platform is available at the following address: www.quepourtoi.ca/en.
- 1.8 « **Privacy Policy** » has the meaning given to it in paragraph 2.2.2 of this Agreement.
- 1.9 « **Complaint Process** » has the meaning given to it in paragraph 2.2.3 of this Agreement.
- 1.10 « **User (s)** » means the holder of an Account, authorized to access and use the Platform.

2 OBJECTIVE

- 2.1 This Agreement constitutes an agreement between the Foundation and the User and stipulates the conditions of use of the Platform. This Agreement is binding on the Foundation and the User and applies from the moment the User accesses the Platform, creates a user account or confirms acceptance electronically. The User represents and warrants that they have the authority to accept this Agreement on their behalf. If the User does not accept all the provisions of this Agreement, they must not use the Platform.

- 2.2 By accessing the Platform, the User further agrees to be bound by the following terms and conditions:
- 2.2.1 the code of conduct found at: www.quepourtoi.ca/encode-of-conduct/, (the “**Code of Conduct**”);
 - 2.2.2 the privacy policy located at: www.quepourtoi.ca/enprivacy-statement/, (the “**Privacy Policy**”);
 - 2.2.3 the complaint process found at: www.quepourtoi.ca/encomplaint-process/, (the “**Complaint Process**”).

3 ELIGIBILITY

3.1 Eligibility

- 3.1.1 To open an Account to use the Platform, the User must be eighteen (18) years of age or older and a resident of Canada.

3.2 Account and login

- 3.2.1 To access the Platform, the User must create an account using a username and password (the “**Identifiers**”), all in accordance with the applicable terms and conditions (an “**Account**”). The User is responsible for all use of the Platform. Any access or action carried out using the User's Identifiers will be presumed to have been carried out by the User.
- 3.2.2 The User is entirely responsible:
 - 3.2.2.1 to maintain the confidentiality and security of their Identifiers;
 - 3.2.2.2 not to disclose or permit the use of his Identifiers by third parties;
 - 3.2.2.3 to ensure that any use of its Identifiers is appropriate; and
 - 3.2.2.4 notify the Foundation immediately if the User knows or suspects that their Identifiers have been lost, stolen, are known to another person or are being used by another person, by sending a message to that effect to info@self-care.living.
- 3.2.3 In accordance with its Privacy Policy, the Foundation undertakes to preserve the confidentiality of the identity associated with Identifiers. However, the User acknowledges and accepts that if they choose an Identifier revealing their identity or discloses their identity themselves during interactions on the Platform, the Foundation cannot be held responsible for the loss of anonymity. In such cases, the User will be deemed to have waived their anonymity.

4 SUSPENSION OR DELETION

- 4.1 **By the User.** The User may delete their Account at any time by accessing their Account settings.

4.2 **By the Foundation.** The Foundation reserves the right to suspend or delete an Account without notice, at its discretion, for the following reasons:

4.2.1 The Foundation has reasonable grounds to believe that the User has violated this Agreement, the Code of Conduct, the Privacy Policy or the Complaint Process;

4.2.2 The Foundation is obliged to do so pursuant to a court order, legal requirement or regulatory requirement.

5 Use

5.1 The User is authorized to access and use the Platform solely for its own personal use and in accordance with the access rights granted to it in compliance with the conditions stipulated in this Agreement and applicable laws. The Foundation therefore grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for the duration of the Agreement only (or until its termination).

5.2 The User shall refrain from any action likely to affect the accessibility, security, integrity, functionality of the Platform, the systems underlying the Platform and shall refrain from any attempt to gain unauthorized access to the data of other Users.

5.3 The Foundation may, without prior notice and without liability to the User or any other person, terminate this Agreement or revoke a User's authorization to access the Platform in the event that such User fails to comply with article 5.2 above and article 6 below or if necessary to prevent or avoid the occurrence of serious harm to the Platform or its Users.

5.4 The User must comply with the terms of use of the Zoom platform.

6 PROHIBITED USES

6.1 It is forbidden to use the Platform to disseminate, publish, transmit or host:

6.1.1 content that is illegal, illicit or prejudicial to the Foundation or other Users;

6.1.2 material whose purpose is to impersonate a third party;

6.1.3 documents infringing the intellectual property rights of the Foundation or third parties;

6.1.4 material containing computer viruses, malware, spyware or any other material that may adversely affect the operation of the Platform or damage the facilities and systems of the Foundation or its service providers.

6.2 It is also forbidden to:

6.2.1 record or broadcast, in any form whatsoever, consultations or exchanges held on the Platform;

- 6.2.2 use the Platform for any illicit, immoral or illegal purpose;
- 6.2.3 use a robot or any other automated process to connect, copy information or otherwise use the Platform;
- 6.2.4 use the Platform for commercial purposes or for the benefit of a third party;
- 6.2.5 decompile or use reverse engineering processes or any other process or action to obtain or infer the source code of the Platform or to obtain any other information or any intellectual or material property of the Foundation.

7 SERVICE AVAILABILITY

- 7.1 The Foundation aims to ensure the highest possible availability of the Platform; however, uninterrupted access and availability cannot be guaranteed. The Foundation reserves the right to interrupt access to the Platform, in particular in the following cases:
 - 7.1.1 to maintain the Platform;
 - 7.1.2 to improve and install new functionalities;
 - 7.1.3 to verify and audit the proper operation of the Platform;
 - 7.1.4 in the event of breakdown or risk of breakdown.

8 EXCLUSION OF WARRANTY AND LIMITATION

- 8.1 The Foundation, its representatives and licensing parties do not warrant to the User that use of the Platform will be uninterrupted, error-free or secure, that defects will be corrected or that the Platform or the servers on which the Platform is hosted are free of viruses, bugs or other harmful components. The User acknowledges that they are solely responsible for obtaining and maintaining all computer hardware and other equipment necessary to access and use the Platform, as well as for covering all associated costs. The User assumes all responsibility and risk for its use of the Platform. No opinion, advice or statement made by the Foundation, whether made via the Platform or otherwise, shall create any warranty.
- 8.2 With the exception of damages resulting from the Foundation's gross negligence or gross misconduct, the User agrees that the Foundation and its affiliates, parents and subsidiaries shall not be liable for damages of any kind arising from the use of the Platform. This includes, without limitation, direct, indirect, special, incidental, punitive and consequential damages, as well as damages resulting from loss of use, data or business interruption arising out of or in any way connected with the use of the Platform. This also includes delays or the inability to use the Platform, even partially, or any hyperlinked website, whether in tort, negligence, strict liability or otherwise, even if the Foundation and/or its subsidiaries and affiliates were aware of or had been advised of the possibility of such damages. This disclaimer is an essential part of this Agreement.

- 8.3 The user accepts the platform “as is”. Use of the platform and any materials provided via the platform by the user is entirely at the user's own risk. Without limiting any other provision of this agreement, to the fullest extent permitted by applicable law, the foundation hereby disclaims all express and implied warranties and representations regarding the quality, use, accuracy, adequacy, completeness, security and legal compliance of the platform or any part thereof.
- 8.4 With the exception of damages resulting from the foundation's or its representatives' acts and bodily injury or damages resulting from the foundation's gross negligence or gross misconduct, the user agrees that the foundation and its affiliates shall not be liable to the user for any damage, loss or liability of any nature whatsoever arising out of or in connection with the user's use of the platform. Without limiting the generality of the foregoing, the foundation shall not be liable for any leaks, incidents, or breaches of confidentiality or integrity of the user's personal information.
- 8.5 The platform, as well as any comments or content that may be shared, exchanged or broadcast on it, in no way constitutes professional or medical advice. This content is provided for information purposes only and should not be construed as recommendations, diagnosis, treatment or specialized advice in any field whatsoever.
- 8.6 The services offered are not an alternative to medical consultation. In the event of a medical emergency, the user must immediately contact a duly qualified health professional or contact the emergency services available in the user's area.
- 8.7 The platform and its operators expressly disclaim all liability for the use of information or content available on the platform that could be misinterpreted or used for inappropriate purposes.
- 8.8 The user assumes full responsibility for their interactions with other users and for their own safety when participating in activities or meetings organized via the platform. The foundation does not perform background checks on users and cannot guarantee the safety, accuracy or intentions of persons with whom you may interact through the platform.
- 8.9 The foundation disclaims all responsibility and assumes no liability for any content that the user or any third-party may hear, read, see, publish, share or transmit via the platform. The user understands and accepts that they may be exposed to content that is inaccurate, unreliable, erroneous, outdated, incomplete, inappropriate, likely to offend their sensibilities or otherwise unsuitable for their purposes or expectations.

9 **COMPENSATION**

- 9.1 The User agrees to indemnify, defend, and hold harmless the Foundation, along with its employees, agents, and assigns, from and against any and all claims, damages, causes of action, costs (including reasonable attorneys' fees), and other expenses arising directly or indirectly from:
- 9.1.1 the User's actual or alleged breach of this Agreement;

9.1.2 an allegation that any content, data, or information other than that submitted or transmitted by the User through the Platform constitutes an infringement, misappropriation or other violation of the copyright, trademark, trade secret or other intellectual property rights of any third party; and/or

9.1.3 the User's activities or omissions in relation to the Platform.

10 INTELLECTUAL PROPERTY

10.1 Apart from the rights expressly granted in this Agreement, access to and use of the Platform in no way confers on the User ownership or any other rights in respect of the Platform, its content or the underlying technology. It is forbidden to copy, reproduce, republish, upload, post, transmit, modify, index, catalog, decompile, mirror or distribute, in any way whatsoever, the content of the Platform, in whole or in part, without the written consent of the Foundation.

10.2 The User is expressly prohibited from using the trademarks, trade names, logos, signatures, and slogans (the "Trademarks") displayed on the Platform, or any other information or materials incorporated into the Content, except as permitted herein.

11 UPDATE

11.1 The Foundation reserves the right to modify the terms and conditions of this Agreement. Any modification will be subject to reasonable notice and notification. Your use of the Platform following such notice shall constitute acceptance of such modifications.

12 APPLICABLE LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Quebec. The User hereby consents to the exclusive territorial jurisdiction of the courts of the judicial district of Montreal.

13 DIVISIBILITY

13.1 In the event that any part of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

14 INTEGRALITY

14.1 This Agreement (including the Privacy Policy, the Code of Conduct and the Complaint Process) constitutes the entire agreement between the Foundation and the User with respect to the use of the Platform. This Agreement supersedes all prior agreements or understandings between the Foundation and the User with respect to the use of the Platform.

15 WAIVER

The failure of the Foundation to exercise any right or provision of this Agreement shall not be construed as a waiver of its right to enforce such right or provision in

the future. Any waiver must be in writing and signed by an authorized representative of the Foundation to be valid. The exercise of any right shall not affect any other right, unless otherwise specified in this Agreement.

16 **COMPLAINT**

- 16.1 If you have a complaint about a discussion session, please refer to the complaint procedure available here: www.quepourtoi.ca/encomplaint-process/.

17 **CONTACT**

- 17.1 For any questions or comments concerning this Agreement, the User may contact the Foundation at the following e-mail address: info@self-care.living.