

LifeCourseConnect

End User License Agreement and Terms of Use

Quillo - EULA

Last updated: March 27, 2024

Please read this End-User License Agreement (EULA) carefully before clicking the “I Agree” button, downloading or using the Quillo app (including for Quillo Pro and/or Quillo Connect). By clicking the “I Agree” button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the “I Agree” button and do not download or use the Application.

License

Red Road Ventures grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Eligibility

The Quillo application is available to users who are over the age of 15. By using the Quillo application, you confirm that you are (a) over the age of 18 and do not have a guardian OR (b) you have the legal consent of your parent or guardian to access and use the Quillo application. If you do not meet all of these requirements, you must not access or use the Quillo application.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to Application

Red Road Ventures LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or Red Road Ventures LLC.

Red Road Ventures LLC may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Red Road Ventures LLC in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments To This Agreement

Red Road Ventures LLC reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Discharge Criteria

Policy

Users will be discharged from the use of the app if they violate the EULA agreement above.

Procedure

Several steps will be taken with the user before discharge is taken:

- Immediate contact when any breach of the EULA is identified.
- Plan of correction offered and monitored
- Discharge ending access to the service if continued breach of the EULA is continued.

For more information on our data practices please view Quillo's Privacy Policy.

LifeCourseOnline – Terms of Use

We are pleased to welcome you to LifeCourseOnline, a secure, online platform that enables individuals with disabilities and others in their lives (e.g., family members, friends, support agencies, support workers, health care providers, administrators, etc.) the ability to share information that helps to create person-directed plans and follow up on how plans unfold (the "LCO Platform"). In this Terms of Service, for users in Canada, "LCO" will refer to Sonderbloom Inc. doing business as LifeCourseOnline or the LifeCourseOnline service as the context dictates. For users outside of Canada, "LCO" will refer to LifeCourseConnect, LLC doing business as LifeCourseOnline or the LifeCourseOnline service as the context dictates.

The LCO Platform consists of two main modules:

1. LifeCourseOnline for service consumers, who are the individuals with disabilities or their representatives who use the LCO Platform to create their own person-directed plans and communicate with their support community ("Consumer System").
2. LifeCourseOnline for service providers, who use the LCO Platform to manage the provision of services to individuals with disabilities and collaboration with their support community ("Provider System").

This Terms of Service (“Terms”) applies to your use of the LCO Consumer System or Provider System as applicable. As such, there are terms and conditions that may apply your use of the Consumer System only or the Provider System only as indicated. Terms and conditions which are not indicated as applying either to **Consumer System Users** or **Provider System Users** should be interpreted as applying to all types of users.

Please carefully read and understand the terms and conditions set out in these Terms, as they govern your use of our Services (as defined below). These Terms are between you and LCO. When used in these Terms, the terms “us”, “we” and “our” refer to LCO. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use our LCO Platform or Services.

Consumer System Users

The term “user” or “you” means either you as an individual creating an LCO account to use LCO personally, you as an authorized representative on behalf of someone with disabilities creating an LCO account or you, as an LCO Team Member of an LCO account holder, as the context dictates.

Provider System Users

The term “user” or “you” means either you as an individual registering to use LCO personally or the company you represent, if registering to use LCO on behalf of a business.

1. Acceptance of Terms

By using our Services, you agree to comply with and be bound by these Terms. These Terms may be updated from time to time, and it is your responsibility to review them periodically. We will make reasonable efforts to notify you of any significant changes by either posting a notice on the LCO Platform and/or by notification email sent to your email address on record with us. Your continued use of the LCO Platform after any changes to these Terms signifies your acceptance of those changes.

2. User Accounts

To access and use the LCO Platform, you must register for an LCO account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. To complete your account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an account. For greater clarity, an adult may open an account for the benefit of a minor with disabilities who may use the LCO Platform to create their person-directed plan in which case both individuals are expected to abide by these Terms and the adult shall be legally responsible for the minor's use of the Services as well as their own usage.

You acknowledge that LCO will use the email address you provide on opening an account or as updated by you from time to time as the primary method for communication with you. You are responsible for maintaining the confidentiality of your account credentials, including username and password, and for all activities that occur under your account. If you are a company with multiple staff users, you are responsible for your staffs' use of the LCO Platform and Services and ensuring that they comply with all terms and conditions contained in these Terms. LCO cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

3. Services Provided

Consumer System Users

Through the LCO Platform, we enable individuals with disabilities, family members, friends, support agencies, support workers, health care providers, and administrators the ability to share information that helps facilitate person directed planning and follow up on how plans are progressing (collectively, the "Services")

Provider System Users

Through the LCO Platform, we provide tools for you to manage your delivery of services to individuals with disabilities or other individuals who are otherwise your clients (collectively, "Your Clients"). This includes, but is not limited to:

- (a) Communication with Your Clients and their support community around their care and achievement of life goals and plans;
- (b) Managing the schedules of your support workers or other staff who deliver services to Your Clients; and
- (c) Performance monitoring and tracking for service quality (collectively, the "Services").

We reserve the right to add to, modify, suspend, or discontinue any part of the LCO Platform or Services at any time by notifying you either through your email address on record with us and/or by posting a notice on the LCO Platform.

4. Information Management and Legal Compliance

Consumer System Users

Account Holder Privileges

If you are accessing the LCO Consumer System as an LCO account holder, you have the ability to invite others, including family, friends, government funders, support administrators and support workers (collectively, "LCO Team Members") to connect and communicate with you around your life plans.

Your LCO Team Members have the ability to upload their own content, including documents, media such as photos and video, as well as send messages and their content to you as well as other LCO Team Members who are part of your support community.

You have the ability to manage users access privileges under your LCO account to control which individual users have access to your personal information and other content associated with your account. It is your responsibility to manage such access privileges in accordance with your information sharing preferences.

As the primary LCO account holder in those circumstances, you are able to control LCO Team Members' utilization of the LCO Platform as well as access any of the content that you have uploaded, created or received in connection with their

utilization of the LCO Platform. It is your responsibility to inform your LCO Team Members about their rights and responsibilities in respect of their utilization of the LCO Platform at your invitation through your LCO Consumer System account, having regard to your privacy expectations while enabling your support community to assist you in reaching your goals in your life plan.

In the event that you no longer wish any of your LCO Team Members to have access, you will have the ability to cease providing access to the LCO Platform by your LCO Team Members through your LCO Consumer System account.

Non-Account Holder Privileges

If you are accessing the LCO Consumer System as a client (“Supported Client”) of the company that employs your support workers (“Your Support Provider”), which is the LCO account holder, you have the ability to upload your own content, including media such as photos and video, as well as invite other individuals to participate on the LCO Platform as part of your network of community supports (LCO Team Members) in which you can exchange messages and other content with them.

If the LCO account holder in which you are the Supported Client or an LCO Team Member decides to cancel your access as a Supported Client or as an LCO Team Member of their account, you will be notified by us either through the LCO Platform and/or by email to your email address on record with us. If you are a Supported Client, you will have the option to continue using the LCO Consumer System by converting your Supported Client account into a regular LCO account and paying applicable fees as set out in Section 7. Your User Content, as defined below, will continue to be available to you and you can continue to use the LCO Platform as you had been, except that you will no longer be able to exchange or communicate information with Your Support Provider in the same manner as when you were their Supported Client. This may mean that you no longer have access to content that they shared with you through their LCO account. It is up to you and Your Support Provider to determine what content, such as health records, you will retain that is associated their account and the means by which this will occur, having regard to applicable laws governing access to such information or records.

Provider System Users

You agree to comply with all applicable laws and regulations, including obtaining any consents that may relate to the storage of health information on the LCO Platform.

You acknowledge that as a user of the LCO Provider System, your organization has the ability to manage users access privileges under your organization's LCO account to control which individual users have access to appropriate personal information on a need-to-know basis to perform their work duties or to otherwise provide or enable support services to your clients. It is your responsibility to manage such access privileges in accordance with your organization's privacy and security policies and to ensure compliance with applicable data protection laws, as well as to respect any directions of Your Clients around the sharing of their personal information to the extent you are able to do so without compromising any legal or professional duties that your organization or its staff may be subject to.

You also have the ability to enable Your Clients to access the LCO Platform to utilize tools and functionality that are available on the LCO Consumer System. In addition to facilitating secure communication between Your Clients and your staff providing services to them, Your Clients will be able to use the LCO Consumer System as their own life planning tool. This means that they have the ability to upload their own content, including media such as photos and video, as well as invite other individuals to participate on the LCO Platform as part of their network of community supports (LCO Team Members) in which messages and other content can be exchanged.

As the primary LCO account holder in those circumstances, you are able to control Your Clients' utilization of the LCO Consumer System as well as access any of the content that Your Clients have uploaded, created or received in connection with their utilization of the LCO Platform. It is your responsibility to inform Your Clients about their rights and responsibilities in respect of their utilization of the LCO Consumer System at your invitation through your LCO Provider System account, having regard to the privacy and reasonable expectations of Your Clients while discharging your professional and legal responsibilities as a provider of health and related services to Your Clients.

In the event of a cessation of services or termination of your relationship with Your Clients, you will have the ability to cease providing access to the LCO Consumer

Platform by Your Clients through your LCO Provider System account. Under such circumstances, at your direction, we will sever the linkage between your two accounts such that there will no longer be a connection between the two accounts in terms of access privileges and administrative controls. This means by default, each party will retain information and content that pertains to their respective LCO accounts. It is your responsibility to ensure that your organization has retained the records in relation your delivery of services that you require prior to initiating the severing of the accounts. You also accept that you will no longer have access to data and information on Your Clients' LCO Consumer System once the two accounts are unlinked.

5. Intellectual Property and User Content

The LCO Platform enables you, Your Clients or Your LCO Team Members, as applicable, to upload, receive, create and share a wide variety of content, including text, documents, information, data, images, photographs, graphics, video recordings, audio recordings, and other materials (collectively, "User Content"). You retain ownership of your User Content, but by submitting it, you grant LCO a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display your User Content as required to deliver the Services in accordance with any privacy or other user preferences that you set. LCO may from time-to-time analyze User Content in an aggregate and secure manner for purposes of improving the LCO Platform or Services.

You represent, warrant, and agree that you have all necessary rights in the User Content to grant this license. You irrevocably waive any and all moral rights you may have in the User Content in favour of LCO and agree that this waiver may be invoked by anyone who obtains rights in the content through LCO, including anyone to whom LCO may transfer or grant (including by way of license or sublicense) any rights in the User Content.

Consumer System Users

You acknowledge that as the LCO account holder, you are responsible for any User Content that Your LCO Team Members upload, receive, create or have otherwise captured on the LCO Consumer System for as long as you remain the LCO account holder. You agree to use reasonable efforts to monitor Your LCO Team Members' use of the LCO Consumer System, while respecting their privacy,

to ensure compliance with the Code of Conduct provisions in Section 6 of these Terms.

You will notify us of any complaints or concerns that you become aware of regarding your LCO Team Members' User Content. You will cooperate with LCO in resolving any complaints, concerns or disputes regarding any User Content that Your LCO Team Members have on their LCO guest account.

Provider System Users

You acknowledge that as the LCO account holder, you are responsible for any User Content that Your Clients upload, receive, create or have otherwise captured on the LCO Consumer System for as long as you remain the LCO account holder. You agree to use reasonable efforts to monitor Your Clients' use of the LCO Consumer System, while respecting their privacy, to ensure compliance with the Code of Conduct provisions in Section 6 of these Terms.

You will notify us of any complaints or concerns that you become aware of regarding Your Clients' User Content. You will cooperate with LCO in resolving any complaints, concerns or disputes regarding any User Content that Your Clients' have on their LCO Consumer System account while such account falls under your LCO account.

You agree that LCO can, at any time, review, suspend access or delete any or all of your User Content on the LCO Platform, should such content be, in the sole discretion of LCO, a breach of these Terms or a violation of applicable laws.

You agree that you may not use any trademarks, logos, or service marks of LCO, whether registered or unregistered ("LCO Trademarks") unless you are authorized to do so by LCO in writing. You agree not to use or adopt any marks that may be considered confusing with the LCO Trademarks. You agree that any variations or misspellings of the LCO Trademarks would be considered confusing with the LCO Trademarks.

6. Code of Conduct

Users, including all LCO Team Member users, agree not to engage in any conduct that violates these Terms, applicable laws, or the rights of others. You agree not to

reproduce, duplicate, copy, sell, resell or exploit any portion of the LCO Platform without the express written permission of LCO.

You agree not to work around, bypass, or circumvent any of the technical limitations of the LCO Platform, including to process orders outside the LCO Platform, use any tool to enable features or functionalities that are otherwise disabled in the LCO Platform, or decompile, disassemble or otherwise reverse engineer the LCO Platform. You agree not to access the LCO Platform or monitor any material or information from the LCO Platform using any robot, spider, scraper, or other automated means.

You will refrain and will cause Your LCO Team Members or Your Clients, as applicable, to refrain from creating or uploading any User Content that:

- infringes, violates or otherwise interferes with any copyright, trademark or other intellectual property rights of another party;
- is false, untrue, misleading, or otherwise incorrect;
- is defamatory, abusive, threatening, pornographic, harassing, hateful, offensive or otherwise violates any law or right of any third party;
- contains other people's private or personally identifiable information without their express authorization and permission or otherwise violates the privacy of another party; and/or
- contains or links to a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

LCO reserves the right to monitor your use, Your LCO Team Members' and Your Clients', as applicable, use of the LCO Platform and Services to ensure compliance with these Terms. LCO may, at its discretion, suspend or terminate the accounts of users who violate these Terms or engage in inappropriate conduct.

7. Confidentiality

For the purposes of these Terms, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the performance of Services under these Terms. Confidential Information may include, but is not limited to, trade secrets, business plans, customer lists, financial information, and any other information marked or reasonably understood to be confidential.

Both parties agree to maintain the confidentiality of the Confidential Information received from the other party with the same degree of care as they use to protect their own confidential information, but in no event less than a reasonable standard of care. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the performance of the Services outlined in these Terms. The obligations of confidentiality do not apply to information that: (i) is or becomes publicly available without breach of these Terms by the Receiving Party; (ii) is independently developed by the Receiving Party without reference to the Confidential Information; or is rightfully obtained by the Receiving Party from a third party without a duty of confidentiality.

The Receiving Party may disclose Confidential Information to its employees, agents, or subcontractors who need to know such information for the purpose of performing the Services, provided that such individuals are bound by obligations of confidentiality at least as restrictive as those in these Terms. The obligations of confidentiality under these Terms shall survive the termination or expiration of these Terms.

8. Payments and Fees

Through the LCO Platform you will be able to purchase various Services by making service selections or otherwise updating your account information. You agree to pay any and all applicable fees and charges associated with the Services, under additional terms and conditions that may be further communicated and defined within the LCO Platform accordingly, that you have purchased using one or more of the payment options offered from time-to-time on the LCO Platform.

We reserve the right to change the pricing and fees associated with the Services at any time, and such changes will be effective as of the date indicated in the notice either communicated to you by email and/or posted on the LCO Platform.

Provider System Users

If payment has been agreed upon through a statement of work or other document outside these Terms (“SOWs”), the payment provisions of such SOWs shall take the place of the payment terms in this Section 8, while all other provisions of these Terms remains in full force and effect, unless expressly agreed otherwise by the parties in writing.

9. Termination

You may cancel your subscription to the Services at any time by contacting LCO Support using the information contained in the Support section of these Terms.

You may at any time request the deletion of your User Content from our servers, subject to certain restrictions based on legal requirements. Such a request may necessitate the termination of the User's account. Further information is available in our Privacy Policy.

LCO may suspend or terminate your access to the LCO Platform or Services at any time for any reason, including if you breach any of the terms and conditions in these Terms.

10. Privacy Policy

By using our LCO Platform, you agree to our Privacy Policy, which can be found [here](#).

11. Indemnity and Limitation of Liability

Except as otherwise stated explicitly in these Terms, the Services are provided on an "as is" and "as available" basis. LCO does not warrant that the Services will be uninterrupted or error-free.

LCO shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms.

While we implement reasonable security measures to protect your User Content, you acknowledge and agree that LCO does not guarantee absolute security and shall not be held responsible for any breach of security, loss, or theft of your User Content, including any health information, due to events beyond our reasonable control, including but not limited to, cyberattacks, technical failures, or natural disasters.

You agree that you shall indemnify and hold harmless LCO, its affiliates, licensors, and each of their officers, directors, other users, employees, attorneys and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with: (i) your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; (ii) your violation of any rights of any third party; or (iii) your use or misuse of the Services.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of Ohio and to the fullest extent permitted by applicable law, you agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Ohio with respect to any dispute, controversy or claim arising out of or in connection with these Terms or your use of the Services.

13. Waiver of Class Proceedings

To the extent permitted under applicable law, and except where explicitly prohibited under statute, you hereby waive any right they may have to commence or participate in any class action lawsuit against LCO, including their officers, directors, members, employees, affiliates, or agents, related to any claim, dispute or controversy arising out of or related to the Agreement. Where applicable, you hereby agree to opt out of any class proceeding against LCO.

14. Additional Terms

The failure of LCO to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms will remain in full force and effect.

We may assign, transfer, or subcontract any or all of our rights or obligations under these Terms to any third party without your consent or notice to you. You shall not assign, transfer, or subcontract any of your rights or obligations under these Terms without our prior written consent, which consent shall not be unreasonably withheld.

These Terms constitutes the entire understanding between you and LCO and supersedes all prior agreements, whether oral or written, relating to your use of the LCO Platform or Services.

15. Support

Technical support in respect of the Services, including questions about these Terms, is available to LCO Platform users by contacting LCO Support at:
support@lifecourseonline.com.

Contact Information:

Sonderbloom Inc.

41 Ashburnham Rd, Toronto, ON M6H 2K4

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