

TERMS OF USE

These Terms of Use bind you as a user of e-SPACE Aging Well, personally or on behalf of an entity owned by you ("**you**", "**your**"), to the researchers who participated in the development of the content of the e-SPACE Aging Well platform ("**e-SPACE**") and their institutions, including the CIUSSS du Centre-Sud-de-l'Île-de-Montréal ("**we**", "**our**"), and legally regulate your use of e-SPACE, as well as any other type of media, website or mobile application related to its functionality. You acknowledge that by using e-SPACE, you have read, understand and agree to be contractually bound by these Terms of Use and that you agree to comply with them. In addition, as part of the process of creating your account, you must indicate your acceptance of the Terms of Use by selecting "I Agree" when prompted.

If you do not understand or agree to comply with these Terms of Use, please do not use e-SPACE.

We reserve the right to make changes or modifications to the Terms of Use at any time. These changes and modifications will take effect as soon as they are posted on the e-SPACE platform or as soon as we send them to you by email, whichever comes first. You acknowledge and agree that: (i) we may notify you of such changes by posting them on the website or by emailing them to you, and (ii) your continued use of e-SPACE after such changes or modifications (the effective date will be listed at the top of this page) signifies your acceptance of the Terms of Use, as amended. It is your responsibility to review these Terms of Use for any updates.

The e-SPACE platform was designed to promote healthy aging through different training, exercises and evaluation methods. You can also allow other people (third parties), including caregivers and health care providers, to view the information stored in your profile. These third parties remain responsible for their use of the information in your profile.

YOU ACKNOWLEDGE AND AGREE THAT E-SPACE WILL NOT BE USED TO PROVIDE MEDICAL ADVICE, CARE OR TREATMENT, OR TO SERVE AS A MEDICAL DIAGNOSTIC TOOL.

The e-SPACE platform is intended for users who are at least 18 years old. All users who are considered minors or incapacitated in their jurisdiction of residence must have the permission of, and be supervised by, their parent or legal representative when using e-SPACE.

REQUIRED EQUIPMENT

Use of all e-SPACE features is dependent on your use of a tablet, computer, smartphone or similar device with adequate software and Internet access. The maintenance and security of your device can affect the performance of the e-SPACE platform. It is your responsibility to ensure that your device is operational. You are responsible for all charges related to your use of the Internet.

INTERNET TRANSMISSION

You agree that electronic communications and information may be accessible to unauthorized third parties whenever your device is connected to the Internet. We are not responsible for any content or data lost, altered, intercepted, or accessed without authorization during the transmission of any data or content over networks not under our control. We are not responsible for any loss, damage or misappropriation of your content or any other data or information under any circumstances.

ALERTS AND NOTIFICATIONS

As part of your use of e-SPACE, you may receive notifications, alerts or emails. You consent to the receipt of these communications. These communications may include announcements of research projects, services, or administrative messages. You are responsible for any message or data transmission charges that may be billed by your wireless or Internet service provider.

INTELLECTUAL PROPERTY RIGHTS AND LICENSE AGREEMENT

Unless otherwise specified as it may be updated, developed, or improved over time, the e-SPACE platform is the property of the researchers who participated in the development of the content of e-SPACE and their institutions, including the CIUSSS du Centre-Sud-de-l'Île-de-Montréal. All e-SPACE source code, databases, functionality, software, designs, audio recordings, videos, text, photographs and graphics (collectively referred to as the "**Content**") and the trademarks, service marks and e-SPACE specific logos (the "**Marks**") are owned, controlled or licensed by us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in Canada and foreign jurisdictions by international conventions.

We grant you a revocable, non-exclusive, non-transferable, limited right to use e-SPACE on electronic devices that you own or control, or that we own and provide to you for your limited use in accordance with the terms of this license contained in these Terms of Use.

By this license, you are not permitted to: (1) translate, decompile, reverse engineer, disassemble or attempt to derive the source code of part or all of the e-SPACE platform; (2) decrypt the platform; (3) make any modifications, adaptations, upgrades, improvements, translations or any derivative works of e-SPACE; (4) remove, alter or obscure any proprietary rights notices (including trademark or copyright notices) that we have registered or that have been registered by licensors associated with the e-SPACE platform; (5) use e-SPACE for any revenue-generating activity, commercial enterprise or any other purpose that we have not authorized; (6) make the e-SPACE platform available over a network or any other environment that allows simultaneous use by several devices or users; (7) use the e-SPACE platform to create a product, service or software that competes with or is intended to substitute the e-SPACE platform, directly or indirectly; (8) use the e-SPACE platform to send automated queries to a website(s) or unsolicited commercial emails.

You are responsible for protecting your devices against interference, spyware or viruses that may be present when downloading content from the e-SPACE platform.

You are hereby granted a limited license to use e-SPACE solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in connection with e-SPACE, its Content and its Marks.

PROHIBITED ACTIVITIES

You must not use e-SPACE for any purpose other than the purpose for which we make it available to you.

As an e-SPACE user, you agree not to:

1. Use e-SPACE or another user's account for any unauthorized purpose, including collecting names or email addresses of users through electronic or other means for the purpose of sending unsolicited emails, or creating user accounts through automated means or under false pretences.

2. Upload content that contains viruses or that is designed to interrupt, destroy, or limit the functionality of any device or service, or that contains other harmful files or content.
3. Bypass, disable or interfere with e-SPACE security features.
4. Make unauthorized e-SPACE edits or links.
5. Entrap, defraud, or mislead our representatives or other users, including through attempts to obtain sensitive account information such as user passwords.
6. Use our support services for improper purposes or to submit false reports of abuse or misconduct.
7. Undertake any automated use of the system, including through the use of scripts sending comments or messages, or the use of data mining, robots, or similar data collection and extraction tools.
8. Use any information obtained by e-SPACE for the purpose of harassing, abusing, or harming another person.
9. Use e-SPACE or its content for any revenue-generating activity or commercial enterprise.
10. Decrypt, decompile, disassemble, or reverse engineer any program included in e-SPACE.
11. Attempt to circumvent any e-SPACE device aimed at restricting access to the platform or any of its parts.
12. Remove copyright and other proprietary notices associated with its Content.
13. Copy or adapt e-SPACE programs, including but not limited to elements in Flash, PHP, HTML, JavaScript or any other code used therein.
14. Disparage or harm, in our opinion, our reputation or that associated with e-SPACE.
15. Cause, in our opinion, an unreasonable burden on our system resources or capacity, including through the transmission of worms, viruses, spyware, malware, or any code that has a disruptive impact.
16. Use e-SPACE in a manner inconsistent with applicable laws or regulations.

USE AT YOUR OWN RISK

We aim to provide you with useful and accurate information about e-SPACE, but we make no recommendations, representations or warranties of any kind about the content, information or services offered through e-SPACE.

We are not responsible for the reliability, availability, effectiveness, or proper use of the information you receive through e-SPACE. Our content may change from time to time, depending on the progress of the work of the researchers involved in the production of the e-SPACE Content.

The use of e-SPACE does not exempt you from using your good judgment. Please read and follow all guidelines and information provided by your physicians, pharmacists, and other health care or home care providers.

RESPECT FOR CONFIDENTIALITY AND PRIVACY

Your privacy and data security are important to us. The collection, use and disclosure of your personal information are governed by our Privacy and Confidentiality Policy, which you can consult at any time on e-SPACE. By using e-SPACE, you agree to be bound by our Privacy and Confidentiality Policy, as it may be amended from time to time.

THIRD PARTY SERVICE PROVIDERS

We may use third party service providers to provide certain services related to e-SPACE, including the storage of data from e-SPACE, its development, operations and transmission of Content. You hereby consent to our use of such third parties, who will be required to agree to respect the principles set forth in these Terms of Use and our Privacy and Confidentiality Policy.

USER DATA

Although we regularly back up certain user data, you are responsible for all data that you transmit or that relates to your activities with e-SPACE. The e-SPACE platform contains software that collects usage data from each user ("**Analytical Code**"). This data is used to generate usage statistics, publish reports, conduct studies, and respond to comments, feedback and questions from users, as well

as improve and customize e-SPACE functionalities. All rights to the Analytical Code, all data recorded by this means and all work performed or usage data compiled are our exclusive property. All usage data collected will be anonymized. Your name will not appear in any reports or publications produced in connection with e-SPACE.

HEALTH DISCLAIMER

The e-SPACE platform was designed to provide training and tools for people wishing to maintain or improve their health as they age. It is not intended to replace any medical or professional advice. The e-SPACE Content, including but not limited to text, audio or video documents, photographs and illustrations, graphics, and other visual elements, is provided for informational purposes only and does not, in any way, constitute medical or professional advice, diagnosis, treatment or recommendation. You should always seek the advice of your physician or other qualified healthcare professional if you have any concerns or questions regarding your health. You are responsible for the accuracy of the information you enter on your e-SPACE profile and agree that neither we nor third-party service providers will be liable to you for any loss, alteration or misinterpretation of the data you provide.

COPYRIGHT

We respect the intellectual property rights owned by others. If you believe that any material available on or through e-SPACE is associated with copyrights that you own or manage, please notify us promptly using the contact details provided below (" **Notice** "). Please note that under Canadian law, you may be liable for damages if you make false statements in such a Notice.

DURATION AND TERMINATION

These Terms of Use will remain in full force for as long as you use e-SPACE. Without limiting the provisions of these Terms, we reserve the right, without notice or liability, to terminate, suspend or deny access and use of e-SPACE to any individual for failure to comply with the commitments contained in these Terms of Use or violation of any applicable law or regulation.

If we terminate or suspend your account for non-compliance with these Terms, we reserve the right to refuse your re-registration, or the creation of a new account in your name, under a pseudonym, or in the name of a third party.

LIMITATION OF LIABILITY

The e-SPACE platform and its Content are provided on an "as is", "as available" basis, to the extent permitted by applicable law, without any representation, guarantees or conditions. Without limiting the foregoing, we disclaim all warranties derived from these Terms, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising from transactions or commercial use.

We do not guarantee that e-SPACE or its content will meet your needs or be available on an uninterrupted, secure or error-free basis, or that it will be available or continue to operate indefinitely. We do not provide any warranty regarding the quality, accuracy, relevance, completeness or reliability of e-SPACE or its Content.

You hereby agree to release us from all liability related to: (i) your use of e-SPACE; (ii) the content you post to e-SPACE; (iii) your failure to comply with these Terms of Use; or (iv) your violation of any law or the rights of a third party.

We will not be liable for damages related to your use of e-SPACE, including the loss of profits, data, customers, computer or property damage, or service fees resulting from the use or inability to use e-SPACE.

FEEDBACK AND COMMENTS

We welcome your comments and suggestions about e-SPACE. When you send or communicate comments, messages, suggestions, ideas, concepts, remarks or other information on e-SPACE, you: (i) declare that none of the material communicated is confidential or proprietary to you or any another person; (ii) declare that none of the material communicated violates any agreement to which you are then a party; and (iii) grant us an exclusive, royalty-free, perpetual, irrevocable, unrestricted, transferable right, which may be sublicensed worldwide, or licensed to use, share and commercialize the submitted materials or their derivatives, respecting your right to anonymity.

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These Terms of Use and the documents referred to herein, including our Privacy and Confidentiality Policy, constitute the entire agreement between you and us

with respect to your use of e-SPACE and supersede all other prior agreements and discussions on this matter, whether oral or written. All disputes of any kind arising out of or relating to these Terms of Use shall be cooperatively resolved with a view to the full disclosure of all information relevant to the dispute between the parties involved, in accordance to the *Code de procédure civile du Québec*. The parties shall engage in good faith in discussions or negotiations to resolve any such dispute. If the discussions or negotiation process fails, the parties may call upon a qualified mediator in Quebec, chosen by mutual agreement, for an amicable settlement. Any legal action may be only taken after serious consideration of private dispute avoidance and resolution procedures and shall be submitted in the jurisdiction of the defendant.

You agree that these Terms of Use will be interpreted and governed by the laws of Quebec and Canada. Our failure to enforce these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you agree that such provision shall be interpreted and modified, where necessary, to give full effect to the intentions of the parties in accordance with these Terms of Use. The remaining provisions of these Terms of Use will remain in full force and effect. You agree that we may assign ownership or operation of all or part of the rights associated with e-SPACE, as well as the rights and obligations established by these Terms of Use, without your prior consent.

TO CONTACT US

To report a complaint about the e-SPACE platform or for more information about using e-SPACE, please contact us at:

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