

Terms Of Use

1. BACKGROUND

These terms of use (the « Terms” or “Terms of Use ») govern your access of TranqWell whether accessed: (a) on a computer, connected to the internet at TranqWell.com (the « Website »); (b) on TranqWell Inc. social media properties; or (c) by mobile device (individually and collectively, (a), (b), and (c) are the “Product”), as owned and operated by TranqWell Inc., a company located at 1 Concorde Gate, #702, North York, ON, Canada M3C 3N6 (referred to in these Terms as « we », “us” or the « Company »). These Terms govern the use of all persons using the Product, including without limitation, the account manager or organization who registers an account on the Product (the « Account Manager »), all additional accounts (collectively, along with the Account Manager, « You » or the « User »), who have registered for the use of the Product, and are binding on any use of the Product, and apply to You from the time that You access the Product. For clarification, « You » includes terms such as « your » and yourself ».

2. APPROVAL OF THE TERMS

It is important that You read these Terms carefully. If You do not agree to these Terms, please do not use the Product or browse the Website. By accessing or using the Product, You represent, warrant, and signify that: (a) You are at least 18 years of age; (b) You have read, understood, and agree to be bound by these Terms as they may be amended from time to time; and (c) You have read and understand our Privacy Policy, the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy.

You may not use the Product nor accept these Terms if you are not of a legal age to form a binding contract with us. If You accept these terms, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such company or entity (and in which case “You” will refer to the company or entity).

3. AMENDMENT

We may add to, discontinue or revise these terms or any aspect, mode, design, or service provided under the Product, which include but are not limited to the:

a) scope of the features; b) timing of the features; c) software/hardware required for access to the Product; and d) geographic locations or jurisdictions in which certain features may be available.

We may amend the Terms without notice for non-material amendments. In the event of a material change, we will provide you a notice of a material change in the Terms and conditions (including changes in pricing) via e-mail to the e-mail address supplied to us by your account setting out:

a) the new or amended agreement terms; b) how such terms read formerly; c) the date of the coming into force of the amendment; d) the means by which You can respond and the effects of not responding; e) the option to either terminate the agreement or retain the existing agreement unchanged; and f) the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any).

We highly recommend that Users read any amendments carefully. Unless explicit consent is required by the law, we have the right to assume that You have accepted the change to the terms and conditions, unless You notify us to the contrary.

We will post the most current Terms on the Website and your use of the Product will be subject to the most current Terms as posted on the Website at such time. It is your responsibility to visit this page to find any updates that may have been made to the Terms. You hereby agree that TranqWell Inc. shall not be liable to You or any other third party for any amendments to the Terms of Use..

4. TERMINATION

These Terms are effective on the date that You access the Product and will continue to apply until our relationship with You is terminated. Users may terminate their relationship with us by notifying TranqWell Inc. via the email noted below. The services provided by the Product and the applicable fees shall continue until the end of the user's current to close your account and to cease your use of the Product.

We may terminate our relationship with You immediately at any time and for any reason including, but not limited to, a breach of these Terms under the following circumstances:

a) if You have not adhered to any or all the provisions of the Terms (such as a failure to pay fees when due) or if it appears that You do not intend to or are unable to comply with the Terms, such determination to be made solely at our discretion; b) if we have changed our Terms or Privacy Policy and have not received your required consent, subject to the amendment provision in this Agreement; c) if we are required to terminate the relationship by law; d) if we receive any notice of your misuse of the Product; or e) if provision of the Product is no longer commercially viable for us.

Upon termination of our relationship, we will immediately revoke your license to use the Product and block all access to your account and may delete all data and information associated with your account after such termination. Upon termination of this relationship, you will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If you do not log into your account for 250 days or more than 12 months, we may treat your account as "inactive" and permanently cancel your account upon delivery of written notice and delete your information 60 days after such notice has been delivered.

Privacy Policy

BACKGROUND

This privacy policy sets out how TranqWell Inc. uses and protects any information that you give TranqWell Inc. when you use this website. TranqWell Inc. is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. TranqWell Inc. may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from Sept 1, 2017.

What we collect: Collection, Use, and Disclosure of Information « Personal Information » is personally identifiable information and can include your name, address, date of birth, phone number, e-mail address, and personal fitness details. Personal Information is collected by TranqWell Inc. mobile app or website when you specifically and knowingly choose to provide it by entering it into the mobile app or website. Personal information is inputted into the TranqWell Inc. mobile app or website can be accessed via the TranqWell Inc. mobile app or website. The TranqWell Inc. mobile app or website collects, holds, and uses your personal information primarily for the purpose of providing you with the services that the mobile app website offers. These services may include providing digital journaling and well-being tracking functionality, messaging, file sharing, organizational management functionality, assistance in the provision of healthcare; actionable reports and alerts for you, as well as other authorized users such as your verified care providers and support team members (your coach, trainer, etc.). The information collected is the minimum required to fulfill the purposes. The information TRANQWELLINC. holds may include journal logs/entries, well-being information, training information, injury information, sickness information, ailment information, quality of life information, messages, files uploaded, correspondence, contact information, and analyses of other information held.

You can choose to link your account with your authorized care providers, support team members, or organizations (e.g., your healthcare provider). Your account will not be linked without you first expressly providing your consent. You can request that your account be unlinked by notifying your organization's TranqWell Inc. administrator. Such authorized entities will be able to export select data (e.g., journal logs) out of the mobile app or website. TRANQWELL INC. has no control over the use of your Personal Information if you link your account with a care provider, support team member, or organization, and TRANQWELLINC. will not be liable for any collection, use, or disclosure of your Personal Information by an authorized care provider, support team member, or organization.

We will use your email address to send you updates, reminders, and other information relating to your use of the TranqWell Inc. mobile app or website. If you agree to our terms and conditions while signing up, your personal information will be used to contact you or to send you materials via e-mail and other mailings. Anonymous or « non-personal » information gathered by the mobile app or website may be used for technical, research, and analytical purposes. For example, your IP address may be used for analytical purposes. The purpose of storing any Personal Information you may provide us with or that may be gathered when you visit the mobile app or website or fill out any forms within the mobile app or website is to enable TRANQWELL INC. to maintain communication with you. We may also reach out to you to publish an individual or company-wide case study based on your experience with the app.

TRANQWELL INC. will seek your consent, as required by applicable privacy legislation, prior to the collection, use, and disclosure of the Personal Information. Subject to legal and contractual requirements, you can refuse to consent to our collection, use, or disclosure of information about you. You may also withdraw your consent to any further collection, use, or disclosure of information about you at any time by giving us reasonable notice. Your Personal Information will not be used for any other purpose without your consent. To ensure that TRANQWELL INC. efficiently provides the services you have requested from us, TRANQWELL INC. may share your Personal Information with selected business partners who are acting on our behalf as suppliers or service providers. Such business partners are provided with only such information as is necessary. Personal Information provided to business partners may be used only for the purpose stipulated and is subject to strict terms of confidentiality.

A list of what Personal Information is made available to PHYXABLEINC.'s suppliers, service providers, and subsidiaries is available upon request. Furthermore, you consent to TRANQWELLINC. releasing and making available your health information and other Personal Information to any person whom you (have) authorize(d), e.g., by granting them permission to your information using the TranqWell Inc. app's built-in permission granting functionality.

All TranqWell Inc. mobile app or website users are required to abide by the applicable legislation. You acknowledge and consent to this.

Security: We are committed to ensuring that your information is secure. To prevent unauthorized access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

How we use cookies: A cookie is a small file that asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes, and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

By using our website(s) or the TranqWell Inc. application, you agree to TRANQWELLINC.'s Privacy Policy. If you do not agree to this policy, please do not use our sites or apps. Your continued use of the TRANQWELLINC. site or app following the posting of changes to these terms will mean you accept those changes. TRANQWELLINC. reserves the right to change, update, or modify its Privacy Policy at any time without notice, and by using our site or app, you agree to the privacy policy in place at that time. TRANQWELLINC. will inform you prior to new uses of your Personal Information.

5. HEALTH DISCLAIMER

Physical exercise, in all of its forms and with or without the use of equipment such as blocks, straps, or any other equipment that may be suggested by a TranqWell Inc. instructor, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, or program or using any suggested equipment, shown in any of the video clips on the Website. TranqWell Inc. is not a medical organization, and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves, and instruction are not required to be performed by you and are carried out at your election while viewing TranqWell Inc. videos. Nothing contained in this Website and App should be construed as any form of such medical advice or diagnosis. By using the Website you represent that you understand that physical exercise involves strenuous physical movement and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in activities from TranqWell Inc., you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time-to-time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against TranqWell Inc., or any person or entity involved with TranqWell Inc., including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

6. USE OF THE PRODUCT

To use the Product, the user must register using our registration page located within the mobile app or website. You understand and agree that an employer of your organization may register You for a user account. Upon registration, the Account Manager may setup additional accounts on the registered account for

Registration Information: You agree and understand that You are responsible for maintaining the confidentiality of your password, which, together with your name and e-mail address (“User ID”), allows You to access the Product. The User ID and password, together with any other contact information You provide us at the time of signing up for the Product from your “Registration Information.” You agree that all Registration Information provided to us will be accurate and up to date. You agree to keep your password secure. We will not be liable if we are unable to retrieve or reset a lost password. If You become aware of any unauthorized use of your password or account, you agree to notify us via e-mail at privacy@phyxable.com] as soon as possible.

Permitted Uses: You agree to use the Product only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions. You agree to adhere to any applicable privacy of personal information laws and regulations.

Unauthorized Access: You agree to only access (or try to access) and use the Product through interfaces provided by us. You shall not access (or try to access) and use the Product through any automated

means, including, but not limited to, scrapers, scripts, robots, or web crawlers. You agree not to use or attempt to use another User's account. You agree not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your personal information, or your affiliations with any person or entity.

Prohibited Uses: You may use our website, services, and products only for lawful purposes. You may not use our website, services, or products in any manner that:

a) breaches any applicable local, national, or international law or regulation; b) may in any way be considered harassment to another person or entity; c) may in any way, is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; d) may in any way damage, disable, overburden, and/or impair the Product server, or any network connected to the Product server, and/or interfere with any other party's use or enjoyment of the Product; e) is in any way abusive, defamatory, misleading, fraudulent, pornographic or otherwise explicit in nature or written in bad faith; f) harms or attempts to harm minors in any way; g) will reproduce, duplicate, copy, sell, resell or exploit any portion of the Product; or h) will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any Product customers, employees, members, or officers;

and any of the foregoing will result in immediate account termination.

You represent and warrant that You will not use the Product to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of the Website, in any manner.

Moderation: You understand and agree that although TranqWell Inc. is not required to moderate your use of the Product, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others.

User Responsibility: You agree that You are solely responsible for any breach of your obligations under the Terms and for the consequences of any such breach. We have no responsibility to you or to any third party for such breaches or the consequences of such breaches (including losses or damage that we may incur).

You understand that when using the Product, you may come across material that You find objectionable, offensive, or indecent, and agree that You are using the Product at your own risk.

7. THIRD-PARTY LINKS

The Product may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty, or guarantee by us of any such linked Website or the company it purports to represent. We do not assume any responsibility or liability for their availability, accuracy, related content, products, or services. You are solely responsible for the use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding

contract with any such website, You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort, or otherwise, for any liability, claim, injury, loss or damage suffered as a result of your actions or the actions of any user associated with your account, offering to accept or having accepted any products or services that are available from those sites.

8. INTELLECTUAL PROPERTY AND RIGHTS

Rights to content provided by us: You acknowledge and understand that we own all rights, title, and interest in (a) the Product and any associated data files; and (b) all computer software; advertisements; sponsored content; and intellectual property associated with the Product (all such information, individually and collectively, being the “Product Content”), which You may have access to when using the Product.

Except as set forth in the Agreement, all rights not expressly granted to You are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying the Product. You may not modify, rent, lease, loan, sell, distribute, or create any derivative products or services (or parts of services products or services) based on the Product Content that You do not own or to which You have rights, or to create derivative works based on the Product. You may not infringe upon our intellectual property or adapt, reproduce, publish, or distribute copies of any information or material found on the Product in any form (including by e-mail or other electronic means), without our prior written consent.

You are not required to provide TranqWell Inc. with any comments, suggestions, recommendations, requests or any other feedback (« Feedback »). If you do provide TranqWell Inc. with Feedback, TranqWell Inc. may use such feedback to improve the Product or for any other purpose. Furthermore, TranqWell Inc. shall own such Feedback, and TranqWell Inc. and its affiliates, licensees, clients, partners, third-party providers and other authorized entitled may use, license, distribute, reproduce, and commercialize the Feedback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to TranqWell Inc.

Rights to content provided by you: TranqWell Inc. does not retain any right, title, or interest to the information provided, inputted, or uploaded to the Product (“User Data”). You understand and agree that the ownership of User Data shall be decided amongst yourself and your employer, if applicable, and that your User Data may be available to your employer even after the termination of your account with the Product. You agree that You will defend, indemnify, and hold harmless us and our officers, directors, shareholders, employees, agents, and representatives, from and against all claims, damages, judgments, liability, costs, and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to the ownership of User Data.

You also understand that for us to operate the Product, User Data may be transmitted by You or us over various public networks and in various media in compliance with our security protocols and we may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and your rights in User Data are enforced; we have no responsibility to protect or enforce your rights on your behalf with respect to User Data.

At any time and up to 90 days after your termination with TranqWell Inc., you may request a copy of all of your User Data from the Product (“Data Dump”). You understand and agree that after the expiration of 90 days after your termination with TranqWell Inc., your User Data will be permanently deleted, and You will no longer have access to such Data Dump.

9. DISCLAIMERS

The Product provided as-is: The Product is provided “as is” without warranties of any kind, either expressed or implied. You acknowledge, agree, and understand that You use the Product at your own risk. We will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Product.

Downtime: The Product may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, any communications between You and the Product.

No endorsement as to accuracy: We accept no responsibility for the accuracy of any User Data provided by or created using the Product except as otherwise set out in these Terms. The provision or storage of User Data through the Product does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation nor to the accuracy, timeliness, materiality, completeness, or reliability of such User Data. You are responsible for ensuring that the information you have entered into our system is accurate, reliable, and complete.

Ratings and reviews: We accept no responsibility or liability for any ratings or reviews of an employee posted to the Product, or any consequences because of the ratings or reviews of an employee, including but not limited to termination of an employee. Ratings and reviews posted to the Product DO NOT reflect our views.

Monitoring: We do not accept any liability for monitoring the Website or for unauthorized or unlawful content on the Website or for use of the Website by users.

No warranty as to non-infringement: Except in the manner provided for in these Terms, we disclaim, and expressly do not provide any direct or indirect, express, or implied representation or warranty as to title and non-infringement of intellectual property in relation to the Product.

Damage to hardware: Any material downloaded or otherwise obtained using our services and products is done at your own discretion and risk, and You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

Content provided to companies: If You are an individual providing User Data that is to be directed to your organization’s account, you agree and acknowledge that we accept no responsibility and are not liable for any damages that may arise from the organization’s use of that User Data. You further agree and acknowledge that we are not liable for any damages that may arise if the User Data is misdirected to the wrong organization due to any reason, including an error on your part or a flaw in the Product.

10. DATA RETENTION

The Product may store your data as long as your account is current and active and for 250 days after our relationship with you has been terminated.

On a regular basis, we create a backup of all data in our system, which is retained for 90 days, after which it will be removed permanently from all our systems. This backup is for use by TranqWell Inc. only in the case of disaster recovery or to maintain business operations in the case of an emergency. TranqWell Inc. will not restore data unless it determines, in its sole discretion that a data recovery is necessary.

11. LIMITATION OF LIABILITY

You hereby agree to release, remise and forever discharge us and our directors, employees, officers, and our affiliates, partners, service providers, vendors, contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, losses, costs, claims, complaints, demands, debts, damages, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever, and for any special, indirect or consequential, incidental or exemplary damages (collectively, a "Claim"), whether in contract or tort, whether known or unknown, which now or hereafter arise from, to the maximum extent allowed by law, that relate to or are connected with:

a) any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data, bodily injury, or other intangible losses; b) your provision of any personal information provided to us subject to our legal requirements relating to the protection of personal information; c) communications received to you through your access to the Product; d) the posting of information on the Product, Website, blog, account or any affiliated social media, including but not limited to, User data, Cards, written reviews, pictures, or personal information; e) the use of the Product and any related applications including third party services; f) the use of any software related to the Product; g) viruses, spyware, service provider failures or internet access interruptions; h) loss of use, loss of data, inaccuracy of data, payment failure, payment defect, inaccurate calculations, downtime, identity theft, fraud or unauthorized access; or i) any content relating to the use of the Product,

even if you have been advised of the possibility of such Claim or such Claim was reasonably foreseeable and notwithstanding the sufficiency or insufficiency of any remedy provided for herein or in any license.

If we become liable for any damages whatsoever, you agree that such damages shall be limited in the aggregate to the amount of fees or charges which You have paid for the Product in the previous invoice.