

GRACE & IVY TERMS OF USE

Last updated: **January 17, 2023**

The following terms of use, together with any documents and/or additional terms they expressly incorporate by reference (collectively, the “**Terms of Use**”) govern your access to and use of: (a) our website available at <https://graceandivy.ca/>, including any content and functionality (the “**Grace & Ivy Site**”); (b) any text, pictures, media, data, information, materials and other content (collectively, the “**Content**”) contained on or provided through (a); and (c) all other products or services provided by us to you, including the Maternal and Family Wellness Services (defined below) on or through the Grace & Ivy Site (collectively, the “**Services**”). References in these Terms of Use to the Grace & Ivy Site will include where applicable the Content and the Services.

These Terms of Use form an agreement between Grace & Ivy - Maternal & Family Wellness Inc. (“**Grace & Ivy**”, “**us**”, “**we**”, “**our**”) and you. The term “**you**” or “**User**” refers to the person or entity browsing, installing, downloading, accessing or otherwise using the Grace & Ivy Site (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

BY USING THE GRACE & IVY SITE IN ANY WAY, INCLUDING PARTICIPATING IN OR PURCHASING ANY SERVICES WE OFFER ON THE GRACE & IVY SITE, OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU: (A) REPRESENT AND WARRANT THAT (I) YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE GRACE & IVY SITE IS TRUE, ACCURATE, CURRENT, AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1. IF YOU DO NOT AGREE TO THESE TERMS OF USE YOU MUST NOT ACCESS OR USE THE GRACE & IVY SITE.

IF YOU ARE USING THE GRACE & IVY SITE ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any Services.

1. Changes to these Terms of Use and the Grace & Ivy Site

(a) Except where prohibited by applicable law, we reserve the right, in our sole discretion, to change any element of these Terms of Use at any time. When we change these Terms of Use, we will: (i) place a notice on the Grace & Ivy Site, send you an email, or notify you by some other means as required by applicable law; (ii) post a new version of the Terms of Use to the Grace & Ivy Site; and (iii) update the “Last Updated” date at the top of these Terms of Use. We may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Grace & Ivy Site is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you must stop using the Grace & Ivy Site. Otherwise, your continued access to or use of the Grace & Ivy Site after any changes to these Terms of Use indicates your acceptance of such changes.

(b) We reserve the right to change the Grace & Ivy Site at any time, without notice. We may, at our discretion, suspend your access to or use of the Grace & Ivy Site or any component thereof: (i) for scheduled maintenance; (ii) if you violate any provision of these Terms of Use; or (iii) to address any emergency security concerns. You may need to update third-party software from time to time in order to use the Grace & Ivy Site.

2. User Account

(a) To access certain features of the Grace & Ivy Site, you may be required to successfully sign up for a user account using the available interfaces of the services, and establish a username and password login credentials (the “**User ID**”). If you establish a User ID, you will keep your User ID secure and will not grant access to or otherwise share your User ID with any other person. You must provide us with true, accurate, current and complete information for your User ID. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Grace & Ivy Site.

(b) We reserve the right to disable any User ID issued to you at any time in our sole discretion. If we disable access to a User ID issued to you, you may be prevented from accessing the Grace & Ivy Site (or any portion thereof).

(c) Grace & Ivy is entitled to act on instructions received through your account. Grace & Ivy is not responsible for any actions taken or transactions made to or from your account by any other party using your User ID. You are solely responsible for any and all use of your User ID and all actions and activities that occur under or in connection with the User ID. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Grace & Ivy Site and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. You agree to be responsible for any act or omission of any users that access the Grace & Ivy Site under your User ID that, if undertaken by you, would be deemed a violation of these Terms of Use.

3. Description of Services

Grace & Ivy offers in-person and virtual maternal and family wellness programs (the “**Maternal and Family Wellness Services**”) including certain pre- and post-natal education and wellness classes in both a group and individualized setting, and downloadable courses and content.

4. User Data, User Submissions, and Privacy

(a) You grant to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, an irrevocable, worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to access, collect, store and use any data, information, records or files that you load, transmit to or enter into, or that we collect from, the Grace & Ivy Site (collectively, “**User Data**”): (i) to develop, enhance and make available the Grace & Ivy Site; and (ii) to produce data, information, or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the “**Aggregated Data**”), provided that the foregoing license does not apply to and does not include any Personal Information contained in the User Data. We and our affiliates and service providers, and each of their and our respective licensees, successors and assigns are free to create, use and disclose

Aggregated Data during and after the Term for any purpose and without obligations of any kind. To the extent permitted by applicable law, Grace & Ivy will not be liable for any failure to store, or for loss or corruption of your User Data.

(b) Please review our current privacy policy, available at <https://graceandivy.ca/wp-content/uploads/2023/01/GraceIvy-PrivacyPolicy.pdf> (“**Privacy Policy**”), which contains important information about our practices in Handling information about identifiable individuals (“**Personal Information**”), and which is hereby incorporated into and forms a part of these Terms of Use. The term “**Handle**” means to access, receive, collect, use, transmit, store, process, record, disclose, transfer, retain, dispose of, destroy, manage or otherwise handle.

(c) When you as a user post or publish Content that you upload, post, e-mail, transmit or otherwise make publicly available on the Grace & Ivy Site (“**User Submission**”), you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a fully paid up, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, publicly display, derive revenue or other remuneration from, and otherwise disclose to third parties, the User Submission (in whole or in part) for any purpose and/or to incorporate it in other works in any form, media or technology now known or later developed, throughout the world without compensation to you, for the full term of any worldwide intellectual property right, including moral rights, that may exist in the User Submission. You further waive any moral rights or other rights of authorship as a condition of uploading, posting, e-mailing, transmitting or otherwise making publicly available on the Grace & Ivy Site, any of the User Submission. You grant each user of the Grace & Ivy Site a non-exclusive, perpetual license to access the User Submission through the Grace & Ivy Site, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submission including after your termination of your account or the Grace & Ivy Site

(d) We reserve the right to remove, edit, limit, or block access to the User Data and the User Submission at any time and from time to time, and to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use. We have no obligation to display or review your User Data or the User Submission.

(e) You understand and agree that you, and not the Grace & Ivy Parties, are fully responsible for all of the User Submission, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. The Provider Parties are not responsible or legally liable to any third party for the content or accuracy of any of the User Submission or such content uploaded, posted, e-mailed, transmitted or otherwise made publicly available on the Grace & Ivy Site by any other user.

(f) You represent and warrant to us that: (i) your User Data and the User Submission will only contain your own Personal Information or Personal Information in respect of which you have provided all necessary notices and disclosures, obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to make available the Grace & Ivy Site and Handle the User Data as contemplated under these Terms of Use; (ii) you own or control the appropriate rights in and to your User Data and User Submission, including any intellectual property owned by third parties, including the right to grant the licenses to the User Submission contained herein; and (iii) you will not submit, upload, or

otherwise make available via the Grace & Ivy Site, any User Data that: (A) you do not have the rights necessary to use, transmit, publish, or to grant us the license as described herein; (B) infringe, misappropriate, or otherwise violate any intellectual property, publicity or other rights of any third party; or (C) breach or violate any applicable laws or these Terms of Use.

5. Orders & Payment

(a) These Terms of Use will govern any order you make through the Grace & Ivy Site for the Services (such order, an “**Order**”).

(b) To pay for an Order, you will need to provide Grace & Ivy or, if applicable, third-party payment processors (the “**Payment Processors**”), including Pay Pal and Eventbrite, with the information necessary to process a payment from you, including the billing information requested on the Grace & Ivy Site or the applicable Payment Processor’s platform. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, including those of Pay Pal available at https://www.paypal.com/ca/webapps/mpp/ua/legalhub-full?locale.x=en_CA and Eventbrite available at <https://www.eventbrite.ca/1/legalterms/>, in addition to these Terms of Use. To the fullest extent permitted by applicable law, we are not responsible for any error by, or other acts or omissions of, any Payment Processor. You may pay for your Order via credit card or any other manner then available on the Grace & Ivy Site or applicable Payment Processor’s platform. By submitting your payment information to us or the Payment Processor, you authorize us or the Payment Processor to charge the applicable payment method at our or their convenience (but within thirty (30) days of credit card authorization). You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. We and any Payment Processor are not liable in the event persons acting with or without your permission use your credit card or other means of payment to make purchases on the Grace & Ivy Site or the Payment Processor’s platform; however you may report any unauthorized use to us or the Payment Processor, and we and/or the Payment Processor will use reasonable measures within our control to help prevent future unauthorized use of your card. We reserve the right to correct any errors or mistakes that any Payment Processor makes even if it has already requested or received payment. The terms of your payment will be based on your chosen payment provider and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we, either through the Payment Processor or otherwise, do not receive payment from you, you agree to pay all amounts due on your billing account upon demand.

(c) You must provide current, complete and accurate billing and payment information. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or the Payment Processor, as the case may be, if your payment method is cancelled for any reason or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made in your account settings. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of paid services under your billing account unless you have terminated your paid services in accordance with these Terms of Use.

(d) If the amount to be charged to your billing account varies from the amount you preauthorized (other than due to the imposition or change in the amount of applicable sales taxes),

you have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your payment method of choice. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

6. No Refunds

ALL SALES ARE FINAL AND ARE NOT REFUNDABLE UNDER ANY CIRCUMSTANCES. IN THE EVENT YOU ARE ILL, UNWELL OR OTHERWISE UNABLE TO ATTEND OR PARTICIPATE IN A COURSE, CLASS OR OTHER OFFERING INCLUDED IN YOUR ORDER, YOU ACKNOWLEDGE AND AGREE WE WILL NOT REIMBURSE, REFUND OR CREDIT YOU FOR SUCH COURSE, CLASS OR OTHER OFFERING.

7. Promotional Offers

We may run promotional offers from time to time on the Grace & Ivy Site. The terms of any such promotion will be posted on the Grace & Ivy Site. Unless otherwise indicated, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point. Promotional offers may not be available in your jurisdiction.

8. Updates and Upgrades

You acknowledge that Grace & Ivy may from time to time issue updated or upgraded versions of the Grace & Ivy Site, and may (subject to your device settings) automatically electronically update or upgrade the version of the Grace & Ivy Site that you are then currently using on your browser. You consent to receive updates or upgrades to the Grace & Ivy Site automatically without providing further consent each time. The Grace & Ivy Site (including any updates or upgrades) may: (i) cause your device to automatically communicate with our servers to deliver the functionality described in the Grace & Ivy Site description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored on your device; and (iii) collect personal information as set out in our Privacy Policy. We are not responsible if an update or upgrade affects how the Grace & Ivy Site works if this is caused by your own equipment or device not supporting the update or upgrade. You can withdraw consent at any time under certain conditions by contacting us at sarah@graceandivy.ca.

9. Ownership of and License to the Grace & Ivy Site

(a) Neither these Terms of Use nor your use of the Grace & Ivy Site grants you ownership in the Grace & Ivy Site. These Terms of Use do not grant you any right to use any Content, including Grace & Ivy's trademarks, graphics, logos and other commercial symbols or brand elements. All right, title and interest, including intellectual property rights, in and to the Grace & Ivy Site, including any updates, adaptations, translations, customizations or derivative works thereof, will remain the sole property of Grace & Ivy (or our third-party suppliers, if applicable). Subject to these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable license and right during the Term to use the Grace & Ivy Site. The Grace & Ivy Site and all materials provided by us hereunder are made available or licensed and not "sold" to you. All rights not expressly granted to you in these Terms of Use are reserved by Grace & Ivy.

(b) Certain elements of the Grace & Ivy Site are protected by copyright. You are prohibited from modifying, copying, reproducing, publishing, posting, transmitting, distributing, creating derivative works from, decompiling, transferring or selling the Grace & Ivy Site or any portion thereof or sharing or granting access in any of the foregoing to any third party for any purpose.

(c) Any use of third party software provided in connection with the Grace & Ivy Site will be governed by such third parties' licenses and not by these Terms of Use;

(d) The name "GRACE & IVY" is the trademark and trade name of Grace & Ivy. Any trademarks, graphics, logos or other commercial symbols appearing in or on the Grace & Ivy Site and Services are the exclusive property of Grace & Ivy (or its third-party suppliers) and may not be used in any manner without our express written consent.

10. Additional Terms

Your access to and use of certain functionalities provided in or through the Grace & Ivy Site may be subject to additional terms and conditions presented to you by Grace & Ivy or its service providers. Such additional terms and conditions are incorporated herein by reference and you agree to comply with such additional terms and conditions at all times. If there is a conflict or inconsistency between the terms and conditions of such additional terms and these Terms of Use, then the provisions of these Terms of Use will govern to the extent of such conflict or inconsistency, unless the conflicting term in the additional terms expressly states that the conflicting term in these Terms of Use do not apply. If you do not accept and agree to such additional terms and conditions, you may not be able to, and you should not, access or use those functionalities.

11. Your Responsibilities

You agree to: (a) prevent unauthorized access to or use of the Grace & Ivy Site; (b) maintain, protect and make backups of your User Data; (c) keep your contact information associated with your account current and accurate at all times; (d) comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy laws and anti-spam; (e) keep your User IDs and all other login information confidential; (f) monitor and control all activity conducted through your account in connection with the Grace & Ivy Site; (g) upload and disseminate only data to which you own all required rights under law and do so only consistent with applicable law; (h) promptly notify us if you become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a User ID or account; (i) not use anyone else's User ID at any time, without the permission of the User ID holder; and (J) not attempt, in any manner, to obtain the password, account, or other security information from any other user.

12. No Unlawful or Prohibited Use

You will not use the Grace & Ivy Site in violation of these Terms of Use or of any applicable law. You will not, without our prior written permission, use the Grace & Ivy Site for any purpose other than to access and use the Grace & Ivy Site in accordance with these Terms of Use. Without limiting the generality of the foregoing, you will not (and will not attempt to,) directly or indirectly: (a) disable or interfere in any way with servers or networks connected to the Grace & Ivy Site; (b)

attempt to gain unauthorized access to the Grace & Ivy Site; (c) transmit or communicate in any way on the Grace & Ivy Site any data, information, media or any other materials or content that: (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (iii) is false, inaccurate, intentionally misleading, or impersonates any other person; (iv) gives the impression that it originates from or is endorsed by us or any other person or entity, if that is not the case; (v) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, exploitative, obscene, harmful, sexually explicit, inflammatory, offensive or discriminatory in any way or is otherwise objectionable, such determination to be made in Grace & Ivy's sole discretion; (vi) is harmful to minors in any way or targeted at minors; (vii) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party; (viii) violates, or encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability; (ix) discloses or provides information protected under any law, agreement or fiduciary relationship, including proprietary or confidential information of others; or (x) contains information about an identifiable individual including any personal health information; (d) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Grace & Ivy Site or any part thereof or otherwise attempt to discover any source code; use the Grace & Ivy Site for the purpose of building a similar or competitive offering; (e) violate the terms of use of any third party website that is linked to the Grace & Ivy Site; (f) impersonate Grace & Ivy or any other person or entity; (g) encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Grace & Ivy Site, or which, as determined by us, may harm Grace & Ivy or users of the Grace & Ivy Site or expose them to liability; (h) promote any illegal activity or advocate, promote, or assist any unlawful act; (i) advertise to, or solicit, any user to buy or sell any third party products or services, or use any information obtained from the Grace & Ivy Site in order to contact, advertise to, solicit, or sell to any user without their prior express consent; (j) run Maillist, Listserv, any form of auto-responder or "spam" on the Grace & Ivy Site, or any processes that run or are activated while you are not logged into the Grace & Ivy Site, or that otherwise interfere with the proper working of the Grace & Ivy Site; (k) encourage any other commercial activities, including, without limitation, any "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation; (l) publish or in any way distribute the Content; (m) provide access to an account designated for you to another person; (n) copy or store any significant portion of the Content; (o) use the Grace & Ivy Site or Content to stalk, attempt to exploit, harass or harm another individual by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws and regulations; (p) cause annoyance, inconvenience, or needless anxiety or use the Grace & Ivy Site in a manner that is likely to upset, embarrass, or alarm any other person; (q) mirror or frame the Grace & Ivy Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages; or (r) authorize, permit, enable, induce or encourage any third party to do any of the above.

13. Communications Not Confidential

We do not guarantee the confidentiality of any communications made by you through the Grace & Ivy Site. We do not guarantee the security of data transmitted over the internet or public networks in connection with your use of the Grace & Ivy Site.

14. Feedback

You agree that any suggestion, feedback or idea provided by you (collectively, “**Feedback**”) will not be treated as confidential, and nothing in these Terms of Use or otherwise will restrict our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to you and without any obligation to you. You grant to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a fully paid up, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right and license to use, license, distribute, reproduce, modify, adapt, translate, distribute, publicly perform, publicly display, import, sell, offer for sale, make, have made, derive revenue or other remuneration from, and otherwise exploit and disclose to third parties the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Grace & Ivy Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise. You will not have any claim, including, without limitation, claims based upon invasion of privacy, defamation or right of publicity, arising out of any use, alteration, blurring, distortion or use in composite form of any Feedback. You hereby waive, and you agree to waive, any moral and author’s rights (including attribution and integrity) that you may have in any Feedback, even if it is altered or changed in a manner not agreeable to you.

15. Third Party Content, Websites or Services

(a) The Grace & Ivy Site may provide or publish links or access to third party content, websites, or services. Likewise, we may allow you to access the Grace & Ivy Site from third party systems. Grace & Ivy does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with such third party content, websites, or services are the property of their respective owners. Grace & Ivy does not endorse any third party content, websites, services, or systems, or guarantee or warrant their quality, durability, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. Third party content, websites, services, or systems are not under Grace & Ivy’s control, and if you choose to access any such content, websites, or services, or to access the Grace & Ivy Site from such systems, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third party content, websites, services, or systems and agree to accept and comply with any such terms of use.

(b) Your interactions with organizations and/or individuals found on or through the Grace & Ivy Site, including payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You agree that to the fullest extent permitted by applicable law Grace & Ivy is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

16. Malicious Code and Security

The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Grace & Ivy Site is compatible with your computer system or mobile device or that the Grace & Ivy Site, or any links from the Grace & Ivy Site, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system and/or mobile device, and you are responsible for the entire cost of any service,

repairs or connections of and to your computer system and/or mobile device that may be necessary as a result of your use of the Grace & Ivy Site.

17. Disclaimer

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, THE SCOPE AND DURATION OF SUCH WARRANTY OR CONDITION WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE GRACE & IVY SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED OR AS OTHERWISE REQUIRED BY LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE GRACE & IVY SITE AND SERVICES WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, INTEGRATION, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT, AND/OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND/OR THAT THE GRACE & IVY SITE AND SERVICES ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD PARTY COMMUNICATIONS AND ANY THIRD PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE GRACE & IVY SITE.**

THE GRACE & IVY SITE AND THE ASSOCIATED INFORMATION AND SERVICES, INCLUDING THE MATERNAL AND FAMILY WELLNESS SERVICES, PROVIDE INFORMATION AND ENTERTAINMENT IN THE FIELDS OF PARENTHOOD, HEALTH, EXERCISE AND OTHER INFORMATION RELATED TO MATERNAL AND FAMILY WELLNESS. THE INFORMATION AND SERVICES PROVIDED ARE STRICTLY FOR ENTERTAINMENT AND INFORMATIONAL PURPOSES. **YOU ACKNOWLEDGE AND AGREE THAT THE GRACE & IVY SITE AND THE ASSOCIATED INFORMATION AND SERVICES, INCLUDING THE MATERNAL AND FAMILY WELLNESS SERVICES, ARE NOT INTENDED TO BE A MEDICAL DEVICE OR SERVICE, DO NOT CONSTITUTE MEDICAL ADVICE, AND ARE NOT A REPLACEMENT FOR THE ADVICE OF A MEDICAL OR HEALTH CARE PROFESSIONAL. ACCORDINGLY, YOU ARE RESPONSIBLE FOR YOUR OWN HEALTH AND SAFETY AND YOU WILL EXERCISE YOUR OWN GOOD JUDGEMENT AND SEEK THE ADVICE OF A**

MEDICAL OR HEALTH CARE PROFESSIONAL AS APPROPRIATE IN YOUR CIRCUMSTANCES WHEN REVIEWING OR USING THE GRACE & IVY WEBSITE AND ANY ASSOCIATED INFORMATION OR SERVICES. WE ADVISE YOU TO CONSULT WITH YOUR MEDICAL OR HEALTH CARE PROVIDER BEFORE IMPLEMENTING ANY OF THE INFORMATION CONTAINED ON THE GRACE & IVY SITE OR PROVIDED BY THE ASSOCIATED SERVICES, INCLUDING THE MATERNAL AND FAMILY WELLNESS SERVICES. YOU SHOULD CONTACT YOUR MEDICAL OR HEALTH CARE PROVIDER IMMEDIATELY IF YOU SUSPECT THAT YOU OR YOUR CHILD HAS A MEDICAL PROBLEM. UNDER NO CIRCUMSTANCES SHOULD YOU IGNORE THE RECOMMENDATIONS OR GUIDANCE OF A LICENSED MEDICAL OR HEALTH CARE PROVIDER BECAUSE OF POTENTIALLY CONFLICTING INFORMATION AND GUIDANCE PROVIDED BY THE GRACE & IVY SITE OR THE ASSOCIATED INFORMATION OR SERVICES, INCLUDING THE MATERNAL AND FAMILY WELLNESS SERVICES.

18. Non-Reliance

You acknowledge and agree that: (a) the information contained about a particular health care provider or wellness practitioner available on the Grace & Ivy Site may not be accurate or complete and may not be updated on a regular basis even if we have been advised of incorrect or incomplete information; (b) the inclusion of any health care provider or wellness practitioner on the Grace & Ivy Site is not an endorsement of such health care provider or wellness practitioner by Grace & Ivy and does not in any way mean that Grace & Ivy has conducted any due diligence or other investigation regarding the health care provider or wellness practitioner; and (c) the Grace & Ivy Site is NOT to be used by you as a source of medical advice or for the diagnosis of any medical condition.

19. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, LICENSEES AND SERVICES PROVIDERS AND ANY SUCCESSORS AND ASSIGNS OF THE FOREGOING (COLLECTIVELY WITH GRACE & IVY, THE "GRACE & IVY PARTIES") BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE GRACE & IVY SITE OR THE INABILITY TO MAKE USE OF THE GRACE & IVY SITE, OR THESE TERMS OF USE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE GRACE & IVY SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE GRACE & IVY SITE.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL ANY OF THE GRACE & IVY PARTIES BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL, INCLUDING,

WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOUR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOUR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, PANDEMICS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

20. Indemnification

You will defend, indemnify and hold harmless the Grace & Ivy Parties from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with: (a) Your User Data and the User Submission; (b) your breach of any provision of these Terms of Use or any documents referenced herein; (c) your violation of any law or the rights of a third party (including intellectual property rights); (d) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Grace & Ivy Site; or (e) your use of the Grace & Ivy Site or Services (except to the extent prohibited by law). Grace & Ivy reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences. You agree that the provisions in this section will survive any termination of your account, the Terms of Use or your access to the Grace & Ivy Site.

21. Term and Termination

These Terms of Use will commence on the day you first use the Grace & Ivy Site and will continue for as long as you use the Grace & Ivy Site or until terminated in accordance with the provisions of these Terms of Use (the “**Term**”). At any time, Grace & Ivy may: (i) suspend or terminate your rights to access or use the Grace & Ivy Site; or (ii) terminate these Terms of Use; in Grace & Ivy’s sole discretion, for any reason, including if Grace & Ivy in good faith believes that you have used the Grace & Ivy Site in violation of these Terms of Use or have engaged in fraudulent activity. You may terminate these Terms of Use at any time and with immediate effect by ceasing use of the Grace & Ivy Site. For greater certainty, if you continue to use any portion of the Grace & Ivy Site after these Terms of Use have been terminated, these Terms of Use will continue to apply to the extent of such use. In the event of termination, you are no longer authorized to access the benefits of the Grace & Ivy Site.

22. Geographic Restrictions

Grace & Ivy makes no representation that the Grace & Ivy Site is or will be available for use in all outside or within Canada. We provide the Grace & Ivy Site for use only by persons located in Canada, excluding Quebec. The Grace & Ivy is not intended for use in any jurisdiction where its use is not permitted. If you access the Grace & Ivy Site from outside Canada or in Quebec, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

23. General Provisions

(a) Choice of Law. Except as restricted by applicable law, these Terms of Use will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law and such laws apply to your access to or use of the Grace & Ivy Site, notwithstanding your domicile, residency or physical location. You will only use the Grace & Ivy Site in jurisdictions where the Grace & Ivy Site may lawfully be used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Toronto, Ontario in all disputes arising out of or relating to the use of the Grace & Ivy Site. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

(b) Entire Agreement. These Terms of Use, including all terms and conditions incorporated by reference, constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Grace & Ivy Site and Services. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(c) Survival. The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 4 (User Data, User Submissions, and Privacy), 8 (Ownership of the Grace & Ivy Site), 10 (Additional Terms), 13 (Communications Not Confidential), 15 (Third Party Content, Websites or Services), 16 (Malicious Code and Security), 17 (Disclaimer), 19 (Limitation of Liability), 20 (Indemnification), and 23 (General Provisions).

(d) Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(e) Severable. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.

(f) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section will be null and void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

(g) Dispute Resolution. If you believe that Grace & Ivy has not adhered to these Terms of Use, please contact Grace & Ivy using the contact information listed below. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

24. Contact

If you have any questions or comments regarding these Terms of Use, please contact us at:

Grace & Ivy - Maternal & Family Wellness Inc.
363 Gloucester Ave, Oakville, ON L6J 3W8
Tel: 905-599-5399
E-mail: sarah@graceandivy.ca