



Last updated: July 29, 2021

ELITE NEUROKINETIX – TERMS AND CONDITIONS OF USE

By accessing the websites <https://www.eliteneurokinetix.com/> (the “**Website**”) and <http://enkacademy.com/> (the “**ENK Academy**”) (the Website and ENK Academy being collectively referred to as the “**ENK Platform**”) developed and/or used from time to time by Elite NeuroKinetix Inc. and/or any of its subsidiaries (collectively “**ENK,**” “**we,**” “**our**” or “**us**”) and by using all other services or products connected to or offered through them (hereinafter referred to as the “**ENK Services**”), you agree to all of the terms and conditions of use of the ENK Platform set forth herein (hereinafter the “**Terms and Conditions of Use**”), as a Participant (as such term is defined in paragraph 2.1 a) hereof), as a Coach (as such term is defined in paragraph 2.1 b) hereof) or as a Partner (as such term is defined in paragraph 2.1 c) hereof). For the purposes of these Terms and Conditions of Use, the “**Participant**”, the “**Coach**”, and the “**Partner**” are collectively referred to as the “**User**” or “**you**” or “**your,**” as the case may be. ENK and the Users are collectively referred to as the “**Parties**” or individually as a “**Party**”.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, YOU UNDERSTAND THAT YOU ARE PROHIBITED FROM USING THE ENK PLATFORM AND ENK SERVICES. IN THE EVENT THAT YOU HAVE ACCESS TO THE ENK PLATFORM AND ARE USING ENK SERVICES, YOU MUST STOP IMMEDIATELY.

1. ENK Platform

- 1.1. The ENK Platform is owned by ENK and its content is provided to you for informational purposes only.
- 1.2. The ENK Platform is an interactive tool at your disposal using technology and knowledge based on the standards and guidelines based on literature on injury prevention to assist you in evaluating and developing your football abilities with regards to performance and personal safety and providing intervention protocols to better your skill set and the relationships within a team. By accessing the ENK Platform, you hereby acknowledge and agree that you are doing so voluntarily, without any obligation or external coercion. The ENK Platform may, amongst others, interact with you, suggest position specific drills as well as various

exercises to help you with your abilities, and provide reports on performance and personal safety.

- 1.3. The ENK Platform and ENK Services are not intended, and should not be used to investigate, diagnose, monitor, treat or prevent disease or other medical conditions nor to provide information for medical or diagnostic purposes.
- 1.4. The ENK Services should not be used if you currently suffer from any injury, chronic illness or if you are in the process of recovering from an injury. Before starting any drill or exercise program, you should ask your physician for a complete physical examination. You should warm-up and stretch correctly before beginning any exercise and you should ensure that your physical environment and location are free from hazards, equipment, or other items or factors that may cause harm to yourself or a third party. By participating in any drill or exercise program, you assume the risks inherent to physical exercise, including any physical injury and/or death that may result from such activity. Stop exercising immediately if you feel pain, dizziness, dehydration, or exhaustion. If you are facing a problem that requires urgent assistance, call the emergency services immediately or go to the nearest health facility offering an emergency service.
- 1.5. The ENK Platform does not offer any medical advice and does not claim to be a substitute in any way for services offered by qualified professionals in their respective fields, such as physiotherapists, psychologists, kinesiologists, doctors, and/or any other healthcare professionals. We recommend that you always seek the advice of a healthcare professional for any questions regarding your health. In any event, you should never exclude, avoid or delay the recommendations made by your healthcare professional due to the information that was provided through the ENK Platform.
- 1.6. By using the ENK Platform, you acknowledge that, although the content of the recommendations provided, and the drills and the exercises suggested by the ENK Platform may have been submitted by qualified resources, such as coaches, instructors, mental health workers, and professionals with qualifications in the healthcare sector, the content of such information does not create any kind of professional relationship between a professional and a patient and does not in any way constitute an opinion, medical advice, a diagnosis, a treatment for a particular pathology and is exclusively provided for the purpose of accompanying you in using the ENK Platform.
- 1.7. The ENK Platform may contain links to third-party websites (“Third-Party Websites”) and such Third-Party Websites may be subject to different terms and conditions and different practices regarding the use of your personal

information. Consequently, ENK cannot be held responsible for the availability or accuracy of such Third-Party Websites as well as for the content, products and services available on such Third-Party Websites. If you decide to access these Third-Party Websites, you do so at your own risk and should read the terms of use and privacy policies (if any) on those Third-Party Websites.

- 1.8. We may gather aggregated statistic of your User data. “**Aggregated Statistics**” refers to data and information related to your use of the ENK Services or the ENK Platform and is used, processed or compiled by ENK in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the ENL Services and the ENK Platform.
- 1.9. Due to the nature of the Internet, ENK cannot guarantee the continued, uninterrupted availability and accessibility of the ENK Platform. ENK may temporarily suspend the availability of the ENK Platform or certain parts or modules thereof if ENK deems, in its sole discretion, that modifications must be made to the ENK Platform to protect the security or integrity of its servers or to maintain or improve the ENK Platform. You acknowledge and agree that ENK may improve, upgrade or modify the ENK Platform or introduce new ENK Services or discontinue ENK Services from time to time.

2. Eligibility

- 2.1. In order to access and use the ENK Platform or to set up an ENK Account (as defined below), you must be an individual of at least fourteen (14) years of age and be part of any of the following categories of Users:
 - a) A “**Participant**,” means any athlete that uses the ENK Platform independently or as part of his or her team;
 - b) A “**Coach**,” means a person that is employed or whose services have been retained by the team, the organization, the educational institution or a Partner that uses the ENK Platform to coordinate and monitor the Participant’s usage of the ENK Platform and access the performance reports generated by the ENK Platform for the team and each of its members that is a Participant;
 - c) A “**Partner**,” means a person employed or whose services have been retained by the organization, the educational institution or the recruitment agency that uses the ENK Platform to access the performance reports

generated by the ENK Platform for a Participant that has expressly agreed to share his or her performance report with that particular Partner.

- 2.2. If you are a minor of less than fourteen (14) years of age, you must have permission from your parent or guardian to access and use the ENK Platform or to set up an ENK Account. ENK may request a parent's or guardian's email address from anyone who sets up an ENK Account for the purpose of verifying with the parent or guardian that he or she has in fact given permission to create such ENK Account. In the event that an ENK Account is set up without permission, ENK may close that ENK Account immediately and without notice to you.
- 2.3. ENK assumes no responsibility with regards to the verification of the eligibility of a User or the confirmation of the identity of a User. However, ENK reserves the right, without any obligation of ENK, to suspend or close your ENK Account if we discover that you are not eligible to the ENK Platform in accordance with these Terms and Conditions of Use.
- 2.4. Access to or use of certain modules of the ENK Platform may be subject to distinct policies, rules or standards or may require you to accept additional terms and conditions before you can access such modules or use certain components of the ENK Platform. If there is a conflict between the provisions of these Terms and Conditions of Use and the terms and conditions applicable to another part of the ENK Platform, the terms and conditions of such other part of the ENK Platform shall prevail except if otherwise provided in such terms and conditions.

3. Setting Up an ENK Account

- 3.1. To access the ENK Academy and benefit from the ENK Services, you must set up an account ("ENK Account"). If you create an ENK Account for a team, a company, an organization, an educational institution, or any other legal entity, you represent and warrant that you have the legal authority to bind such entity and you grant all permissions and licences to ENK under these Terms and Conditions of Use.
- 3.2. You may set up an ENK Account by using an email address, by creating a password, and providing any other information required by ENK, such as, for all Users, your full name, team or organization, province, and country, and, particularly for Participants and Coaches, either i) for Participants, your playing position, height, weight, wingspan, past injuries, date of birth, and gender, or ii) for Coaches, your role and level of play.

- 3.3. When you set up an ENK Account, you must provide accurate, up-to-date and complete information at all times and keep it up-to-date.
- 3.4. As a Participant, you may only set up one ENK Account and you cannot assign or otherwise transfer your ENK Account to a third party.
- 3.5. You are responsible for maintaining the confidentiality and security of your ENK Account and for not disclosing your ENK Account information to anyone. If you know or believe that the information in your ENK Account has been stolen, lost or otherwise compromised, you must immediately notify ENK by email at the following email address: info@eneurokinetix.com. You acknowledge and agree to be responsible for any activity conducted through your ENK Account unless such activity has not been authorized by you and you are able to demonstrate that you have not been negligent. ENK cannot and does not assume any responsibility or liability for any information submitted by someone who has fraudulently accessed your ENK Account or for any third party's fraudulent use or misuse of information submitted by you.
- 3.6. Subject to the provisions hereof, ENK may at any time impose additional terms and conditions to set up an ENK Account.

4. **User Content and Intellectual Property Rights**

- 4.1. ENK allows Users to:
 - i. transmit, receive or share content such as short answers to questionnaires of the ENK Platform, texts, video content, information on drills, exercises, and personal safety or other materials and information on or through the ENK Platform (the “**User Content**”). ENK considers that performance reports generated by the ENK Platform are also part of your User Content and as such belong to you.
 - ii. access and display any content that ENK may make available on or through the ENK Platform, including content owned by ENK (the “**ENK Content**”) and any content licensed or authorized for use on or through the ENK Platform by a third party (“**Third-Party Materials**”).
- 4.2. ENK acknowledges that you own all right, title, and interest, including all intellectual property rights, in and to your User Content and your data, including performance reports that are generated about you by the ENK Platform and, for further certainty, hereby assigns to you, at no additional cost, all rights, title and interest ENK may have in and to such performance reports. To the extent that any moral rights are vested in ENK as an author (sole or joint) of any

performance report regarding you, ENK hereby absolutely and irrevocably waives its moral rights in and to such performance reports in your favour.

- 4.3. The ENK Platform, its underlying technology, and the ENK Content may, in whole or in part, be protected by copyright, trademark, patents and/or other applicable laws of Canada and other countries. You acknowledge and agree that the ENK Platform, its underlying technology, and the ENK Content, including all associated intellectual property rights, are and shall remain the exclusive property of ENK. All rights, title and interest, including all intellectual property rights, in and to the Third-Party Materials are and shall remain the exclusive property of such third parties.
- 4.4. You shall not remove, alter or otherwise impair any copyrights, trademarks or other proprietary rights notices incorporated into or accompanying the ENK Platform, the ENK Content or the Third-Party Materials. All trademarks, marks, logos, trade names and other intellectual property rights of ENK, if any, used in or related to the ENK Platform and the ENK Content are trademarks or registered trademarks of ENK in Canada. You acknowledge and agree that third party trademarks, service marks, logos, trade names and other intellectual property rights used in or related to the ENK Platform and/or the ENK Content are used for identification purposes only and may be the property of their respective owners.
- 4.5. You shall not use, copy, adapt, modify, prepare, distribute, license, sell, transfer, publicly display, transmit or otherwise exploit the ENK Platform and/or the ENK Content and/or Third-Party Materials. The reproduction, in whole or in part, of the ENK Platform, the ENK Content and Third-Party Materials is strictly forbidden without the express written authorization of ENK. No licence or right is granted to you implicitly or otherwise under any intellectual property right being owned or controlled by ENK or its licensors, or any third-party, where applicable, except for the licences and rights granted under these Terms and Conditions of Use. For greater clarity and subject to your compliance with these Terms and Conditions of Use, ENK grants you a limited, non-exclusive, non-assignable, revocable, non-transferable licence to:
 - i. use the ENK Platform and the ENK Services; and
 - ii. access and view any ENK Content or Third-Party Materials made available to you on or through the ENK Platform, for your personal and non-commercial use only.
- 4.6. By creating, downloading, uploading, displaying, transmitting, receiving or otherwise making User Content, including performance reports, available on or through the ENK Platform, you hereby irrevocably grant to ENK all such rights

and permissions, including a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, assignable, sub-licencesable, and transferable licence to:

- i. reproduce, distribute, access and otherwise use and display the User Content and your data and perform all acts with respect to the User Content and your data as may be necessary for ENK, our subcontractors or our representatives to provide you with and operate the ENK Services and the ENK Platform to enforce these Terms and Conditions of Use
- ii. to reproduce, distribute, modify, and otherwise use and display your user data incorporated within the Aggregated Statistics in accordance with our Privacy Policy found at <https://eneurokinetix.com/assets/Privacy-Policy-Cookies-Privacy-ENK-July-29-2021.pdf>.

Moreover, if you are a Participant you consent to the User Content and your data being used and/or transmitted to:

- iii. the Coaches to coordinate and monitor the exercises and drills performed by you and to access the performance reports generated by the ENK Platform for the team and each of its members who is a Participant;
- iv. ENK to verify the identity of Users for security, statistical (including Aggregated Statistics) and marketing purposes, to optimize the functionalities of the ENK Platform, and to collect biomechanical data on your movement and psychosocial data from the User Content in order to provide the ENK Services to the Users and to generate de-identified data for research on health, wellness, movement, safety, and fitness.

Nothing in these Terms and Conditions of Use shall be deemed to limit the rights you may have to use or exploit your User Content and data.

- 4.7. ENK allows Coaches to submit exercises and drills through the ENK Platform, which will then be made available to the Participants on such Coach's team. Any such submission shall be subject to these Terms and Conditions of Use. All submissions, sharing or disclosures of related material for exercises and drills to ENK shall not be subject to any obligation of confidentiality or compensation or attribution to you. By submitting an exercise or drill or any related material to ENK, you are waiving any and all rights that you may have in such submission and you represent and warrant to ENK that ENK is free to implement the submitted exercise or drill, as provided or as modified by ENK, and share the submitted exercise or drill with any and all Participants in your team, without obtaining the consent of any third party.
- 4.8. You are solely responsible for all User Content that you make available on or through the ENK Platform. As a result, you represent and warrant that:

- i. you are the sole and exclusive owner of the User Content that you make available on or through the ENK Platform and you have the right, title and interest to grant to ENK the rights in and to such User Content as contemplated herein, or you are the holder or licensee of intellectual property rights in and to the User Content and you have the necessary license(s) and authorisation(s) to grant to ENK the rights in and to such User Content as contemplated herein;
- ii. neither the User Content nor your posting, uploading, submission or transmission of any User Content, nor the use by ENK of the User Content or any portion thereof, as contemplated herein, shall violate any applicable law or regulation or intellectual property rights of a third party such as, but not limited to, copyrights, trademarks, trade secrets and moral rights.

4.9. You shall not post, download or transmit any User Content in the ENK Platform which:

- i. is fraudulent, false, misleading or deceptive;
- ii. is defamatory, obscene, pornographic, vulgar or offensive;
- iii. promotes discrimination, racism, hatred and any other similar feelings against an individual or a group;
- iv. is violent, menacing or promotes violence or actions that are threatening to any person;
- v. violates any policy adapted from time to time by ENK.

4.10. In cases where you have authorized a minor of less than fourteen (14) years of age to use the ENK Platform, you acknowledge that some of the areas of the ENK Platform may contain material that is inappropriate for minors and you recognize that you are fully responsible for:

- i. the online conduct of such minor;
- ii. controlling the minor's access to and use of the ENK Platform; and
- iii. the consequences of any misuse of the ENK Platform by such minor.

4.11. ENK may, without notice and at its sole discretion, withdraw or terminate access to any User Content which ENK, at its sole discretion, deems to be in violation

of any applicable law, these Terms and Conditions of Use or any applicable ENK policy or standard or that prejudices ENK, its Users or any third parties.

- 4.12. ENK complies with all copyright laws and expects its Users to comply with them as well. If you believe that any content on the ENK Platform violates any intellectual property right that you own, please inform us promptly by email at: info@eneurokinetix.com.

5. Special Conditions for Users

- 5.1. As a User of the ENK Platform, you acknowledge that you are solely responsible for all User Content transmitted through the ENK Platform and you accept to comply with any laws, rules, regulations and obligations that may apply to you in the context of your use of the ENK Platform.
- 5.2. As part of your use of the ENK Platform, you agree not to or assist or allow others to:
- a) violate or circumvent any applicable law or regulation, any agreement with regards to the rights of employers, teams, organizations, Partners, third parties, or the Terms and Conditions of Use or any policies or standards adopted from time to time by ENK;
 - b) use the ENK Platform or the Content for commercial purposes or any other purpose not expressly permitted by these Terms and Conditions of Use or in a manner that falsely implicates or otherwise misleads third parties with regards to your affiliation with ENK;
 - c) copy, store or otherwise access or use any information, including any personal information about another User stored on the ENK Platform in any way that contravenes ENK's Privacy Policy or these Terms and Conditions of Use or which otherwise violates the privacy of Users or third parties;
 - d) use, display the ENK Platform or the Content or any other individual element found within the ENK Platform, the name ENK, any ENK trademark, the logo or any other intellectual property right or the design of any page contained on the ENK Platform, without the prior written consent of ENK;
 - e) dilute, affect or otherwise violate any ENK-owned trademark in any way including through the unauthorized use of the ENK Content by registering and/or using ENK or derived terms in domain names, trade names, trademarks or by registering and/or using domain names, trademarks or other

identifiers that closely mimic or may be confused with the ENK domain name or trademark;

- f) use any malware to access and/or collect any data on any Content found on the ENK Platform;
 - g) enable, facilitate or permit the transmission of unsolicited messages such as spamming or phishing to any User or any other person;
 - h) attempt to decipher, compile, reverse engineer any software used to provide the ENK Platform or any similar action;
 - i) take any action that affects or could cause damage or affects the performance or functioning of the ENK Platform; or
 - j) violate or infringe the rights of any person or otherwise cause harm to any person.
- 5.3. You acknowledge that ENK has no obligation to monitor the access or use of the ENK Platform by any User or to review or block access to or modify any User Content, but has the right to do so in order to i) operate, secure and improve the ENK Platform, ii) ensure compliance of the Terms and Conditions of Use by the Users, iii) comply with any applicable law, order or requirement of a court or other governmental organization, iv) respond to any User Content that ENK determines, in its sole and absolute discretion, to be harmful or unacceptable or (v) otherwise as more fully established in these Terms and Conditions of Use. Users agree to cooperate with and assist ENK in good faith and to provide ENK with any information and to take any action that may reasonably be required by ENK to comply with any investigation undertaken by ENK or a representative of ENK regarding the use or abuse of the ENK Platform.

6. Disclaimers

- 6.1. ENK makes no representations or warranties whatsoever regarding the proper functioning of the ENK Platform, its suitability for a particular use or the absence of error or interruption during its use.
- 6.2. You are solely responsible for ensuring that your systems are capable of using the ENK Platform and for using and updating antiviruses, anti-spywares, and firewalls on your systems that give you access to the ENK Platform.
- 6.3. ENK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SKILLS OR REPRESENTATIONS OF THE HEALTHCARE

PROFESSIONALS, MENTAL HEALTH WORKERS, RESEARCHERS, COACHES, AND ATHLETES WHO CONTRIBUTE OR CONTRIBUTED TO THE DEVELOPMENT OF THE ENK CONTENT, THE QUALITY OR ACCURACY OF THE RECOMMENDATIONS, THE PERSONAL SAFETY ADVICE, THE DRILLS, AND EXERCISES SUGGESTED THROUGH THE ENK PLATFORM. ENK IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH THE ENK PLATFORM. RELIANCE ON ANY INFORMATION PROVIDED BY ENK, ENK EMPLOYEES, OR OTHERS APPEARING ON OR CONTRIBUTING CONTENT TO THE ENK PLATFORM, YOU DO SO SOLELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE RECOMMENDATIONS, THE SAFETY ADVICE, AND THE PROPOSED DRILLS AND EXERCISES ARE APPROPRIATE FOR YOUR CIRCUMSTANCES, ENVIRONMENT, LOCATION, CAPACITY, EXPERIENCE, AND SKILL LEVEL.

- 6.4. ENK makes no representations or warranties as to the accuracy, veracity, and representativeness, as the case may be, of any content that ENK, together with its employees and sub-contractors may make available on or through the ENK Platform, including, but not limited to, the performance reports available to Users and the usage statistics available to Coaches.
- 6.5. THE COMPONENTS OF THE ENK PLATFORM AS WELL AS THE PRODUCTS AND/OR SERVICES (IF ANY) ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. ENK EXCLUDES ALL WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, LEGAL OR CONVENTIONAL, INCLUDING WARRANTIES OF QUALITY, DURABILITY, ADAPTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.
- 6.6. ENK shall not be held responsible for any prejudice in relation to the products and/or services contained and offered on the ENK Platform and more particularly, opinions, answers, recommendations, drills and/or various exercises offered through the ENK Platform. ENK makes no representations or warranties and expressly excludes, through these Terms and Conditions of Use, any liability for any action based on the information offered or submitted directly or indirectly through the ENK Platform.
- 6.7. ENK shall not be held responsible for any prejudice in relation to the products and/or services offered by the team, organization, Partners or program in relation to the ENK Platform, as the case may be, and more particularly for the opinions and/or advice given by Coaches or Partners through the ENK Platform.

6.8. Your use of the ENK Platform and the ENK Services is at your own risk and peril.

7. Limitation of Liability

7.1. YOU ACKNOWLEDGE AND AGREE, TO THE EXTENT PERMITTED BY LAW, TO THE RISKS RESULTING FROM YOUR ACCESS AND USE OF THE ENK PLATFORM AND OF THE CONTENT, AS WELL AS THE PROVISION OF ENK SERVICES OR THE USE OF ANY OTHER SERVICE OR OTHER INTERACTION THAT YOU MAY HAVE WITH OTHER USERS, WHETHER IN PERSON OR ONLINE. NEITHER ENK NOR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE ENK PLATFORM OR OF THE ENK CONTENT SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, REPLACEMENT COSTS FOR ANY PREJUDICE OR FOR ANY DAMAGE OR INCONVENIENCE OR ANY BODILY OR MORAL HARM RELATED TO I) THESE TERMS AND CONDITIONS OF USE, II) THE USE OR INABILITY TO USE THE ENK PLATFORM OR THE CONTENT, OR III) ANY COMMUNICATION, INTERACTION OR MEETING WITH ANY PERSON WITH WHOM YOU MAY COMMUNICATE, INTERACT OR MEET BECAUSE OF YOUR USE OF THE ENK PLATFORM, WHETHER BASED ON LEGAL WARRANTY, CIVIL AND EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY AND WHETHER ENK HAS OR HAS NOT BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT WITH RESPECT TO ENK'S OBLIGATIONS, AS THE CASE MAY BE, UNDER ANY CIRCUMSTANCES, TO THE EXTENT PERMITTED BY LAW, ENK'S TOTAL LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OF USE AND YOUR USE OF THE ENK PLATFORM OR YOUR USE OR INABILITY TO USE THE ENK PLATFORM OR THE CONTENT AND IN CONNECTION WITH ANY OTHER ENK SERVICE SHALL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (\$100 CAD), TO THE EXTENT PERMITTED BY LAW.

8. Indemnification

8.1. To the fullest extent permitted by any applicable law, you agree to release, defend (at ENK's option), indemnify and hold harmless ENK, its independent partners, and subsidiaries, including but not limited to their officers, directors,

employees, and agents, from and against any claim, liability, responsibility, damage, loss and expense including, without limitation, any legal and accounting costs, arising out of or in any way related to:

- i. your violation of these Terms and Conditions of Use or any other policy or standard of ENK;
- ii. your inappropriate use of the ENK Platform or the ENK Services;
- iii. your interaction with any User, your User Content, including, without limitation, any prejudice, loss or damage (whether compensatory, direct, indirect or otherwise) of any kind, arising out of or as a result of your interaction or use; or
- iv. your violation of any law, regulation or third-party rights.

9. Confidentiality

9.1. You agree not to use any information disclosed by ENK to you as well as, without limiting the generality of the foregoing, any proprietary, technical, financial, strategic information or other information belonging to ENK with regards to the company, its operations, ENK's intellectual property, including any information belonging to Users (collectively the "Confidential Information") disclosed to you by ENK for your personal use or for any other reason other than those mentioned herein. You shall not disclose or permit the disclosure of any Confidential Information to third parties. You agree to take reasonable steps to protect the confidentiality of and to avoid the disclosure or use of the Confidential Information concerning ENK and its subsidiaries to prevent it from being disclosed publicly. Notwithstanding the foregoing, you shall not be liable to ENK with regards to any Confidential Information to the extent that you can demonstrate that the Confidential Information:

- i. was in the public domain at the time it was disclosed by ENK;
- ii. has been disclosed publicly without any fault on your part;
- iii. was known to you, without restriction, upon disclosure, as shown in files in existence at the time of disclosure;
- iv. is disclosed with the prior written consent of ENK;
- v. becomes known to you, without restriction, from a source other than ENK, without any violation of these Terms and Conditions of Use on your part and without being otherwise in violation of ENK's rights; or

- vi. is disclosed in accordance with an order or requirement of a court, governmental authority or other governmental organization; provided, however, that you shall provide ENK with a notice of such order or requirement as soon as possible to allow ENK to seek a protection order or to prevent or restrict such disclosure.

10. Amendments to the Terms and Conditions of Use

10.1. The following elements of these Terms and Conditions of Use may be unilaterally amended by ENK from time to time:

- ENK Platform;
- Eligibility;
- Setting up an ENK Account;
- Intellectual Property and User Content;
- Special Conditions for Users;
- Disclaimers;
- Limitation of Liability;
- Indemnification;
- Confidentiality;
- Amendments to the Terms and Conditions of Use;
- General Provisions;
- Privacy Policy.

10.2. Prior to making any amendment to these Terms and Conditions of Use, ENK shall provide the User, thirty (30) days prior to the effective date of such amendment, a written notice clearly and legibly stating the new or amended provision as well as its previous version and the effective date of the amendment.

10.3. The User may refuse the amendment and cease using the ENK Platform, the whole without charge, penalty or termination fee, by sending a notice to such effect to ENK no later than thirty (30) days following the effective date of the amendment, if the amendment results in the increase of an obligation of the User or the reduction of an obligation of ENK.

11. Governing Law and Jurisdictional Issues

11.1. The ENK Platform is controlled, operated and administered by ENK from its offices within Canada. ENK makes no representation or warranty that the ENK Platform is appropriate or available for use at any locations outside Canada. If you access the ENK Platform from outside Canada, you are responsible for

compliance with all applicable laws. These Terms and Conditions of Use shall be interpreted, construed and governed by the laws in force in the Province of Quebec, Canada, without reference to its conflict of laws principles. Each party hereby agrees to submit to the jurisdiction of the courts of the district of Montreal, Province of Quebec.

12. General Provisions

- 12.1. If any provision of these Terms and Conditions of Use is or becomes invalid or unenforceable, the Parties shall continue to be bound by the other provisions of these Terms and Conditions of Use. In such a case, the Parties shall replace the invalid or unenforceable provision with provisions that are, to the greatest extent possible, similar in effect to the provisions that have been invalidated or found to be unenforceable, considering the content and purpose of these Terms and Conditions of Use. You agree that these Terms and Conditions of Use and all agreements that are an integral part of them may be automatically assigned by ENK in its sole and absolute discretion without notice to you, subject to the applicable laws. If you are considered a consumer in connection with your use of the ENK Platform and if certain provisions of the applicable public policy in your province, state or country are more beneficial than these Terms and Conditions of Use, such provisions shall prevail over these Terms and Conditions of Use.
- 12.2. Any notice to ENK shall be sent by using any one of the following means of communication to it in one of two means:
- i. By certified mail, prepaid postage and with acknowledgment of receipt to:
Elite NeuroKinetix Inc.
23F-1200 boul. De Maisonneuve O
Montréal (Québec) H3A 0A1
Canada
 - ii. By email to the following email address: info@eneurokinetix.com
- 12.3. Any notice to you shall be provided through the ENK Platform or given via the email address or postal address you provided to ENK when setting up your ENK Account.
- 12.4. Titles in these Terms and Conditions of Use are for reference purposes only and may not be used in any way to interpret such provision. The words “included,” “including” are deemed to be followed by the words “without any limitation.”

- 12.5. Failure of a Party to act because of a breach by another Party does not constitute a waiver of that Party's right to act in connection with subsequent or similar breaches.
- 12.6. Unless the Parties have executed a SaaS Agreement, these Terms and Conditions of Use govern your use of the ENK Platform and supersede any other agreement and/or convention between the Parties whether verbal or written.
- 12.7. For all purposes, this English language version of these Terms and Conditions of Use shall be the original, governing instrument and understanding of the Parties. In case of any discrepancy between this English language version of the Terms and Conditions of Use and the French language version, this English language version shall prevail.
- 12.8. If you have any questions regarding the ENK Platform or the ENK Services, please contact our customer service by email at: info@eneurokinetix.com.