

TERMS OF USE

Effective date: 9th day of November, 2020

www.chiromedia.tv and the **CHIROMEDIA Application (“the app or site”)**, is owned and operated by **CHIROMEDIA INC.**, carrying on its business activities at Owen Sound, Ontario, Canada. These Terms of Use govern your use of this **CHIROMEDIA** Mobile Application.

1. YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use hereinafter referred to as **“TOU”** constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and **CHIROMEDIA** (“CHIROMEDIA, we,” “us” or “our”), concerning your access to and use of the Application (Amazon Store inclusive) and any other media form, media channel, related, linked, or otherwise connected thereto (collectively, the “Site , “App” or CHIROMEDIA”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these TOU Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

BY SIGNING UP TO USE THE APP OR SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE FORMS WE SEND YOU ARE PROPER NOTIFICATION OF SUCH REPORTS AND THAT YOUR NAME AND DATE OF SENT REPORT WILL BE RECORDED ON OUR DATABASE WHICH WILL SUFFICE AS A SIGNATURE FOR SUCH REPORTS.

Supplemental TOU or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these TOU at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these TOU and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these TOU to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised TOU by your continued use of the Site after the date such revised Terms are posted.

2. YOUR ACCEPTANCE OF OUR PRIVACY POLICY

By agreeing to these TOU, you agree to the terms of our Privacy Policy which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

3. YOUR CONSENT TO OTHER AGREEMENTS

When you intend to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these TOU, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”

4. ABOUT CHIROMEDIA & SERVICES

CHIROMEDIA is designed to help chiropractors passionately and professionally communicate the principles, science, art and lifestyle of chiropractic and create an environment in their clinics where patients feel compassion, hopeful, encouraged, inspired, loved and significant. We will spend the hundreds of hours summarizing researchers and influencers, past and current, and transform it all into bite-sized and

consumable graphics and videos. We want chiropractors to leverage our efforts and creativity to build healthy and successful practices around the world.

Here are some of the distinguishing features that **CHIROMEDIA app** offers to our end users;

- **Amazon Approved. CHIROMEDIA** Is a downloadable App on the Amazon App store for the FIRETV stick and FIRETV cube. Why is this such a big deal? Well it pays to work with tech giants who have high standards and great products. Our app has met those high standards and the devices that we run our app on are world class amazing!
- **Present & Influence Like a Pro.** No other system allows you this GAME CHANGER feature. Use any of the graphics and videos that you are subscribed to (or upload your own) and create your own custom Playlists that you can turn into Presentations. Switch to PRESENTER MODE on your FIRETV remote and BAAMMM....you have TED TALK power! People learn and remember the best visually, and you also teach and influence people better with clear, simple, informative and emotional imagery.
- **Non-Streaming + Offline Capable.** Slow internet? Low bandwidth? Connection interruption? We've got you covered! All of our content is downloaded overnight and ready for playing the next day and will play even if your internet drops! You can select from a variety of pre-made playlists that we provide, or you can create your own Playlist medly from any of the content on our system.
- **Attention Competitive with Captivating Graphics.** This is 2020, PowerPoint slideshows and amateur, text-heavy graphics lose your audience! CHIROMEDIA is committed to winning the competition of people's attention. There are so many distractions that you must overcome when patients come into your office. You are competing against their iPhones...Facebook and Instagram feeds, answering emails and watching YouTube, let alone the stresses of their day. Our content GRABS and ENGAGES their attention with motion graphics, kinetic typography, beautiful imagery and a healthy mix of cinematic inspiration, chest thumping motivation, emotional connection and intellectual learning. *CHIROMEDIA helps you create the environment that you want patients to feel. Love, hope, encouragement and healing.*
- **Easy Customization & Team Collaboration.** A revolutionary USER EXPERIENCE in digital signage. The power, convenience and familiarity of "DRAG & DROP" file management is second nature on **CHIROMEDIA**. Uploading your own digital creations and combining them with **CHIROMEDIA'S** content to customize your own Playlists becomes something that is actually FUN! Creativity at your fingertips.

5. **APPLICABILITY**

"These general terms and conditions (the "Conditions") apply to:

- (a) The use of any information, pictures, documents and/or other services offered by **CHIROMEDIA** via (our "Website");
- (b) The downloading and Installation of the **CHIROMEDIA** Web/Mobile Application from the Amazon Store on your Android Device/Desktop/Mobile Phones.

6. **ACCOUNT/USER SUBSCRIPTIONS**

To use and enjoy the services we provide, we require you to register an account with us. You would be required to download the CHIROMEDIA Mobile Application on your device (FireTV device or other capable Device).

Your Account is for your individual personal use only, and you may not authorize others to use your Account for any purpose. In creating your Account, you certify that all information you provide is complete and accurate. You agree to update your information when required or requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of,

and restricting access to your Account and password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to contact our customer service department immediately of any breach of security or unauthorized use of your Account or any violation of these Terms by others of which you are aware. You agree that we shall have no liability for any losses, damages, liabilities or expenses you may incur due to any unauthorized use of your Account, and you agree to indemnify us and hold us harmless for any such unauthorized use. We reserve the right to create accounts for quality control and administrative purposes. Such accounts may be publicly viewable.

All users of **CHIROMEDIA** may only access from one IP location at a time. Simultaneous use of a single account is prohibited. If we identify that a user is accessing his or her account simultaneously from more than one IP location, we reserve the right to terminate the subscription. If you wish to use **CHIROMEDIA** in more than one office location, you will need to purchase additional subscriptions.

7. FEES AND CANCELLATION POLICY

We accept the following forms of payment for our services;

- **Visa**
- **Mastercard**
- **American Express**
- **PayPal**

This would be charged on a monthly subscription basis. You further agree to promptly update account and payment information, including email address, billing/ mailing address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We may change prices at any time. All payments shall be in U.S. dollars.

If your subscription is subject to **recurring charges**, then you consent to our charging your payment method on a **recurring basis** without requiring your prior approval for each recurring charge, until you notify us of your cancellation. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to change pricing as set forth on the site.

The subscriber acknowledges that they are signing up for a monthly subscription service at the rate indicated at the time of subscribing every month. They will be billed on a monthly basis to the credit card they supplied when they signed up to activate their subscription. It is the responsibility of the subscriber to keep their credit card information up to date to avoid cancellation of the service. The subscriber also understands that there are no contracts or set-up fees when they sign up. However, if the subscriber wishes to cancel and then subscribe again at another time, there may be a set up charge of in addition to the first month subscription fee.

There is a 30-day notice cancellation required by all subscribers if they wish to cancel the service. The subscriber will be billed one more monthly fee within that 30-day period before the account is completely removed from the service. All cancellation requests must be phoned into ChiroMedia by the account holder only.

8. SOFTWARE UPDATES

We may update the Software from time to time, at our sole discretion. The update may be in the form of adding new features, bug fixing and new versions of the Software. In order to provide you with the most current version of the Software, you agree that new updates and versions of the Software may download and install automatically as they are made available by us, in our sole discretion. You agree to receive and permit us to deliver such new updates and versions to you. These updates and new features may include additional terms that you will have to agree to.

9. USER CONDUCT

CHIROMEDIA APP TERMS AND CONDITIONS

- You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites.
- You agree that you will abide by these Terms and will not: Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- You agree that you will not use or attempt to use another user's account without authorization from such user and CHIROMEDIA.
- You agree that you will not use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner;
- You agree that you will not do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites;
- You agree that you will not attempt to circumvent any content-filtering techniques we employ.
- You agree that you will not access any feature or area of the Sites that you are not authorized to access.
- You agree that you will not develop any third-party applications that interact with the Sites without our prior written consent.
- You agree not to use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality.
- You agree that you will not bypass or ignore instructions contained in the robots.txt file, that controls all automated access to the Sites or Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

10. APP USE LICENSE

When you use the Services through the App, then CHIROMEDIA grant you a revocable, non-transferable, non-exclusive, limited right to install and use it on devices that are in accordance with the terms and conditions of this license, used and controlled by you and shall not:

- Decompile, disassemble, reverse-engineer, attempt to know the source code of the App, or decrypt it;
- make any modification, enhancement, adaptation, improvement, translation or derivative work from the App;
- go against any applicable laws, regulations, or rules regarding your use of the App;
- alter, remove, or obscure any of CHIROMEDIA's proprietary notice, and the licensor of the App;
- make the App available over network or other environs that allow access or use by multiple devices or multiple users at the same time;
- use the App to create services, or software that is directly or indirectly competitive with or in any way a substitute for the App;
- use the App to send automated queries or unsolicited commercial emails to any platform; and
- Make use of any proprietary information of CHIROMEDIA in the development, design, manufacture, distribution, or licensing of any application, devices, or accessories for use with the App.

11. TERMS REGARDING ACCESSING THE APP FROM THE AMAZON STORE

CHIROMEDIA APP TERMS AND CONDITIONS

The following terms and conditions will apply when you access the App either from the Amazon App Store. You acknowledge that these Terms is between you and CHIROMEDIA only and not with Amazon Inc. (both an “App Distributor”), and CHIROMEDIA (which is not an App Distributor) is directly responsible for the App and the App Content thereof.

- **Scope of License:** The license granted to you for the App is limited to a non-transferable permit to use the App on a device that uses the Android operating system as applicable and in line with the usage rules set forth in the applicable App Distributor terms and conditions agreement.
- **Maintenance and Support:** CHIROMEDIA is solely responsible for providing any maintenance and support services with respect to the App as specified under these Terms and applicable laws. You hereby agree that no App Distributor is responsible for any support and maintenance services in relation to the App.
- **Warranty:** CHIROMEDIA is responsible for any service warranties, whether express or implied by law, to the extent not effectively disclaimed. In any event, where the App fails to conform to any applicable warranty, you may alert the relevant App Distributor, and the App Distributor, in accordance with its policies and terms, may refund the purchase price (if any) paid for the App, and to the fullest extent permissible by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the App and any other claims, losses, liabilities, damages, expenses or costs attributable to any failure to obey any warranty will be CHIROMEDIA 's sole responsibility.
- **Service Claims:** You hereby agree that CHIROMEDIA (not an App Distributor) is liable for addressing any of your claims or those of a third party relating to the App or your control and/or use thereof, including but not limited to; (a) service liability claims; (b) any claim that the App fails to obey any applicable or legal requirement; and (iii) claims arising from consumer protection or similar legislation.
- **Intellectual Property Rights:** You acknowledge that in the event of any third-party claim that the App or your use thereof infringes a third party's intellectual property rights, the relevant App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** You represent and warrant that (i) you do not reside in a country that is subject to a Canadian government embargo, or that has been designated by the Canadian government as a 'terrorist supporting' country; and (ii) you are not on any Canadian government list of prohibited or restricted parties.
- **Third Party Terms and Conditions Agreement:** You must comply with the third-party terms and conditions agreement applicable when using the App. For example, if you have a VoIP application, you must not violate their wireless data service agreement when using the App.
- **Third Party Beneficiary:** Both you and CHIROMEDIA acknowledge that the App Distributors and their subsidiaries are third party beneficiaries of these Terms and that upon your acceptance of the terms and conditions of these Terms, each App Distributor will have the right to enforce these Terms against you as a third-party beneficiary thereof.

12. TERMINATION

Termination by you. You may terminate these Terms and the license granted to you hereunder at any time by uninstalling and removing the Software from your device, and by ceasing to use the App.

Termination by us. Without prejudice to any other rights we may have, these Terms and the license granted to you hereunder automatically terminate without notice, if you fail to comply with or breach any provision of these Terms. In no event will we be liable for the suspension, removal of or disabling of your access to CHIROMEDIA or to any feature available therein. You acknowledge that upon expiration or termination of your license, the license key may automatically de-activate.

13. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. **CHIROMEDIA** hereby declares explicitly that it has no influence on the layout or content of the linked pages and dissociates itself expressly from all contents of all linked pages of third parties. **CHIROMEDIA** shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy** and **cookie** notice do not apply to any collection and processing of your personal data on or through such external sites.

14. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS

All right, title and interest in and to CHIROMEDIA, any related features and/or services and any derivatives thereof improvements and modifications thereto, including associated intellectual property rights, evidenced by or embodied in and/or attached/connected/related to CHIROMEDIA or any related features and/or services, are and will remain owned solely by us or our licensors. These Terms do not convey to you an interest in or to CHIROMEDIA, but only a limited right of use in accordance with the terms herein. Nothing in these Terms constitutes a waiver of our intellectual property rights under any law. The license granted to you herein is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features. You acknowledge and agree that the technology manifested in the operation of the Software constitutes our and our suppliers' valuable trade secrets and know-how and to the extent you discover any such trade secrets, you will not disclose them to any third party. Any disclosure or unauthorized use thereof will cause us irreparable harm and loss.

15. YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that: (i) you will only use CHIROMEDIA as permitted under these Terms; (ii) you agree to comply with all applicable laws, rules and regulations, and industry best practices while using CHIROMEDIA; (iii) you will not use CHIROMEDIA for any fraudulent or inappropriate purpose; (iv) you shall not prevent others from using CHIROMEDIA.

16. DISCLAIMER OF WARRANTIES

CHIROMEDIA IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT REPRESENT OR WARRANT THAT: (I) CHIROMEDIA WILL MEET YOUR REQUIREMENTS, WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE OPERATION OF CHIROMEDIA WILL BE UNINTERRUPTED; OR (III) CHIROMEDIA IS OR WILL BE AVAILABLE WHERE YOU RESIDE OR IN ANY OTHER PARTICULAR LOCATION. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH CHIROMEDIA IS TO UNINSTALL AND CEASE USE OF ALL CHIROMEDIA PRODUCTS. Further and except as expressly provided herein, we are not obligated to maintain or support CHIROMEDIA, or to provide you with any updates, fix errors or any other features available therein. You acknowledge and agree that you are solely responsible for (and that we have no responsibility to you or to any third party) and assume all the responsibility and risk for your use of CHIROMEDIA and your breach of any of your representations and warranties herein contained, and for any loss or damage which we may suffer as a result of any such breach.

17. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR LICENSORS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF ADDITIONAL SOFTWARE OR COMPUTER CONFIGURATIONS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES ARISING IN CONNECTION WITH ANY USE OF CHIROMEDIA OR ANY AND ALL OTHER

COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE INSTALLATION, UNINSTALLATION, USE OF OR INABILITY TO USE CHIROMEDIA UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT WE WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OUR TOTAL LIABILITY (INCLUDING OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AND AFFILIATES) FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE AMOUNT PAID IF ANY, BY YOU FOR THE USE OF CHIROMEDIA.

18. INDEMNITY

You agree to defend, indemnify and hold us, our parent corporation, officers, directors, employees and agents, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your access to or use of CHIROMEDIA; (ii) your violation of these Terms; or (iii) your violation of any third party right, including without limitation, any intellectual property right, or privacy right.

19. GOVERNING LAW AND DISPUTES

This Agreement will be governed by, construed and enforced in accordance with the laws of Ontario, without regard to its conflicts of law principles or provisions. Ontario Courts shall have jurisdiction to adjudicate disputes.

19. GENERAL

These Terms constitutes the entire understanding between the parties with respect to the matters referred to herein. The Section headings in these Terms are provided for convenience purpose only and have no legal or contractual significance. If any provision of these Terms is held to be unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. Our failure to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed a waiver of such rights or of subsequent actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without our prior written consent. The controlling language of these Terms is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail. Nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between you and us, and you do not have any authority to create any obligation or make any representation on our behalf.

20. Contact Us.

If you have any questions (or comments) concerning these Terms, you are most welcomed to contact us at admin@chiromedia.tv and we will make an effort to reply within a reasonable time-frame.