

**Aspen Island Therapeutics Inc. Operating as The Newly Institute**

**Website Terms and Conditions**

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(C) YOUR USE OF OR RELIANCE ON ANY CONTENT OR OTHER INFORMATION DISPLAYED ON, HOSTED ON, CONTAINED ON, OR OTHERWISE ACCESSIBLE THROUGH THE SITE;

(D) WITH THE SELECTION, ADOPTION OR IMPLEMENTATION OF ANY PARTICULAR COURSE OF TREATMENT FOR ANY ILLNESS OR CONDITION;

(E) ANY MISUSE OF THE SITE BY YOU OR OTHER PERSONS, INCLUDING IN CONTRAVENTION OF THESE TERMS AND CONDITIONS; OR

(F) ANY OTHER MATTER RELATED TO THE SITE.

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THIS LIMITATION OF LIABILITY APPLIES NOTWITHSTANDING, AS APPLICABLE (A) ANY POTENTIAL LIABILITY HAVING BEEN REASONABLY FORESEEABLE, (B) ANY ERROR OR OMISSION BY NEWLY GROUP OR IN THE CONTENT WHETHER OR NOT NEWLY GROUP KNEW OR OUGHT TO HAVE KNOWN OF, OR WERE OTHERWISE RESPONSIBLE FOR, ANY SUCH ERROR OR OMISSION, (C) NEWLY GROUP HAVING BEEN INFORMED OF THE POSSIBILITY OF POTENTIAL LIABILITY, OR (D) OTHER REMEDIES NOT BEING AVAILABLE OR NOT ADEQUATELY COMPENSATING YOU OR ANY OTHER PERSON.

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**DISCLAIMER ON EXPERIMENTAL FEATURES INCLUDING BETA FEATURES:** FROM TIME TO TIME, NEW FEATURES THAT MAY BE ACCESSED FROM THE SITE FOR TESTING AND EXPERIMENTATION BY YOU MAY BE PROVIDED, INCLUDING BETA FEATURES. SUCH NEW FEATURES ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR COLLATERAL, AND MAY BE MODIFIED OR DISCONTINUED AT NEWLY'S DISCRETION. THE PROVISIONS OF THIS AGREEMENT, INCLUDING ANY LIABILITY



DISCLAIMER, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO SUCH FEATURES.

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**LIMITATION ON QUANTUM:** NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND TO BE LIABLE, THE QUANTUM OUR LIABILITY TO YOU OR TO ANY OTHER PERSON IS LIMITED TO THE TOTAL FEES PAID TO US BY YOU IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, TO A MAXIMUM OF \$200.

**RESERVATION:** SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR CONDITIONS, OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU MEET THE REQUIREMENTS TO BENEFIT FROM THE LAWS OF SUCH JURISDICTION NOTWITHSTANDING THESE TERMS AND CONDITIONS.

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**Legal Disputes:** To the maximum extent permitted by Applicable Law, unless Newly agrees otherwise, any claim, dispute or controversy, whether based on a legal theory including, contract, tort, statute or regulation, and whether including a claim for pre-existing, present or future remedies, arising out of or relating the Site, the Content these Terms and Conditions or the Privacy Policy, in any context, will be determined by final and binding arbitration to the exclusion of the courts. Arbitration will be conducted in the city of Calgary on a simplified and expedited basis by one arbitrator pursuant to the *Arbitration Act* (Alberta) or the *International Commercial Arbitration Act* (Alberta). The foregoing does not, however, preclude Newly from seeking injunctive relief when necessary, as determined by Newly in its discretion, to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

**Law and Forum for Legal Disputes:** For residents of Québec: These Terms and Conditions will be interpreted in accordance with the laws of the Québec and the federal laws of Canada applicable therein, without regard to conflict-of-law provisions. You agree that to the extent any claim or dispute you may have against Newly is resolved in Court, the claim or dispute must be resolved exclusively by a Provincial Court or Federal Court located in Québec. You agree to submit to the personal jurisdiction of the courts located within Québec for the purpose of

litigating all such claims or disputes. For residents of provinces outside of Québec: These Terms and Conditions shall be governed in all respects by the laws of Alberta and the applicable federal laws of Canada, without regard to conflict of law provisions. You agree that to the extent any claim or dispute you may have against Newly is resolved in Court, the claim or dispute must be resolved exclusively by a Provincial Court or Federal Court located in Alberta. You agree to submit to the personal jurisdiction of the courts located within Alberta for the purpose of litigating all such claims or disputes.

**Additional Terms and Conditions:** When reviewing Content or otherwise accessing the Site, you are subject to any posted policies or rules applicable to the Site, which are available on the applicable portion of the Site. Subject to any additional policies or rules, these Terms and Conditions constitute the entire agreement between you and Newly with respect to the Site, the Content, and any information obtained through the Site by communication with Newly personnel.

**Term and Termination:** These Terms and Conditions will become effective upon your acceptance of these Terms and Conditions as updated from time to time by your use of the Site. These Terms and Conditions will remain in full force and effect unless and until updated or terminated hereunder. You acknowledge that Newly has the right, in its discretion, to terminate or suspend your access to the Site, or to limit or deny your access to or participation in any Content, offered by Newly at any time without notice to you and without liability to you or any person, if you violate or threaten to violate any of these Terms and Conditions, if you violate or threaten to violate any rights of Newly, interfere with any other person's access to or use of the Site, or if Newly decides in its discretion for any reason whatsoever access to the Site by any person, access to Content by any person, is otherwise detrimental to the Site, Newly or Newly Group more broadly, or Newly's suppliers or licensors. If you believe that someone has violated these Terms and Conditions, please contact Newly with details. Newly may decide, in its discretion, to investigate the report and decide, in its discretion, to take any action relating to that report. Newly does not have any obligation or liability to you for the performance or non-performance of those activities and has no obligation to communicate any decision or action taken as a result of your communication with Newly.

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**Language:** You and Newly have each expressly requested and required that these Terms and Conditions and all related notices and other documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.* Subject to Applicable Law, any non-English translation of these Terms and Conditions provided by Newly is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version of these Terms and Conditions will take priority and govern.

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