

## **Therapsil Client Terms and Conditions**

Last Updated: December 15, 2020

The consulting services and guidance with Health Canada applications (the “**Service**”) are offered and provided by Therapsil Coalition (“Therapsil”, “we”, “our” and “us”, including, where applicable, any affiliate of Therapsil). Therapsil are not medical professionals and as part of the Services you will be required to meet with a medical professional. These Terms and Conditions do not apply to any consultation or treatment you receive from a medical professional for which Therapsil provides a referral.

**Not Medical Advice:** The Services, are provided for assistance with the Health Canada application process only, and do not constitute any representation as to the safety, efficacy, suitability, effectiveness or other features of psilocybin or any other product in the management of any medical condition or for any purpose, and is not intended to provide, or to be a substitute for, professional medical advice.

These Terms and Conditions are a binding agreement between you and Therapsil. These Terms and Conditions apply to the provision of Services. These Terms and Conditions include disclaimers, exempt Therapsil and other persons from liability, indemnify Therapsil and other persons, and include other important provisions. You must read these Terms and Conditions and any information linked to or otherwise referenced in these Terms and Conditions, and accept these Terms and Conditions, before accepting the Services. There are additional terms and conditions that govern the Therapsil website (the “**Site**”) which may be found [here](#). As part of the Services we will collect certain personal information from you. Please view our Privacy Policy [here](#) for information on how we collect, use and protect your personal information.

YOUR REQUEST AND ACCEPTANCE OF THE SERVICES, CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THE THESE TERMS AND CONDITIONS AS MOST RECENTLY UPDATED.

**Updates to the Terms and Conditions:** Therapsil may in its discretion revise, modify, change or otherwise update these Terms and Conditions at any time. Your continued acceptance of the Services after any modification of these Terms and Conditions constitutes your acceptance of and agreement with the Terms and Conditions as updated. A notification of any update to the Terms and Conditions will be posted on the Site home page 60 days prior to the change. Where required by Applicable Law as defined below in these Terms and Conditions, you will be notified by email or other method at contact information you have supplied for any newsletter, opt-in communication, or otherwise, if and when these Terms and Conditions are updated.

**Regulations and Other Applicable Law:** The Site and the Services relate to psilocybin for medical purposes psilocybin is a controlled substance under the Controlled Drugs and Substances

Act (the “Act”). As used herein the term “Applicable Law” includes the Act, and any other applicable federal, provincial or local law as may be appropriate in the context, including consumer protection legislation, privacy legislation, other statutory law and regulations, the Civil Code of Québec, common law, and any other applicable laws. Applicable Law may, as appropriate in the context, define the rights and liabilities, subject to the disclaimers, limitations of liability, and other provisions of these Terms and Conditions, of you, Therapsil or other persons.

**Eligibility based on Residence and Age:** The Services are intended for residents of Canada, and is not intended for use by a minor without supervision and guidance by a parent or legal guardian.

**Fees:** To the extent that a fee applies to the Services and unless otherwise stated, all prices are in Canadian Dollars. Prices for all services are indicated on the Site and are subject to change without notice. Where a price is inconsistent as between publicly-accessible portions of the Site and an invoice issued by Therapsil, the price as indicated on the invoice is the correct price. Applicable sales taxes will be added prior to purchase as indicated in the details that will be provided during confirmation of a purchase. You are responsible for paying all costs, fees and applicable taxes for purchases at the time of the transaction with a valid payment method.

**Payment:** Payments are securely processed using a third party payment processor. When you complete your payment you will be transferred to the third party processor’s website and their terms and conditions will apply.

**No Agency:** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms and Conditions.

**THERAPSIL GROUP:** THE FOLLOWING DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS REFERENCE AND APPLY TO THERAPSIL, INCLUDING ALL AFFILIATES OF OR ENTITIES RELATED TO THERAPSIL, AND ANY OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, OR AGENTS OF THERAPSIL, OR OF ANY AFFILIATE OR RELATED ENTITY, ANY OF THE FOREGOING ALONE OR IN ANY COMBINATION (COLLECTIVELY, THE “**THERAPSIL GROUP**”).

**DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES ARE PROVIDED “AS IS”, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND BY THERAPSIL GROUP, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THERAPSIL GROUP EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. THERAPSIL GROUP MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE. THERAPSIL GROUP MAKES NO WARRANTY REGARDING THE QUALITY OF THE SERVICES OR THE OUTCOME OF ANY APPLICATION TO HEALTH CANADA.

**DISCLAIMER OF THERAPSIL GROUP COMMUNICATIONS:** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE OR OTHERWISE FROM THERAPSIL GROUP, CREATES ANY WARRANTY OR CONDITION OTHER THAN AS EXPRESSLY MADE IN THESE TERMS AND CONDITIONS OR AS REQUIRED BY APPLICABLE LAW.

**LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERAPSIL GROUP IS NOT AND SHALL NOT BE HELD RESPONSIBLE OR LIABLE TO YOU OR ANY PERSON FOR ANY CLAIM OR REMEDY WHATSOEVER INCLUDING ANY CLAIM FOR, OR REMEDY INCLUDING, DAMAGES, EQUITABLE RELIEF, INJUNCTIVE RELIEF, OR OTHER REMEDY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING REMEDIES FOR ANY ADVERSE REACTION, PERSONAL INJURY (INCLUDING DEATH), LOSS OF USE, DISCLOSURE OR LOSS OF DATA, LOST PROFITS, BREACH OF CONFIDENCE, LEGAL, FINANCIAL OR OTHER PROFESSIONAL FEES, CONSULTING FEES, OR OTHER INTANGIBLE LOSSES, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF THE THEORY OF LAW PROVIDING A BASIS FOR THE REMEDY (INCLUDING CONTRACT, TORT, OR STATUTE), FOR ANY LOSS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES.

IF YOU CHOOSE TO USE THE SERVICES, YOU DO SO AT YOUR DISCRETION AND RISK, AND WITHOUT ANY RECOMMENDATION TO DO SO FROM THERAPSIL GROUP. YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU ARE USING THE SERVICES, ONLY UNDER THE ADVICE OF A PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER IN ACCORDANCE WITH APPLICABLE LAW AND OTHERWISE AT YOUR OWN RISK AND UNDER YOUR OWN DISCRETION.

THIS LIMITATION OF LIABILITY APPLIES NOTWITHSTANDING, AS APPLICABLE (A) ANY POTENTIAL LIABILITY HAVING BEEN REASONABLY FORESEEABLE, (B) ANY ERROR OR OMISSION BY THERAPSIL GROUP WHETHER OR NOT THERAPSIL GROUP KNEW OR OUGHT TO HAVE KNOWN OF, OR WERE OTHERWISE RESPONSIBLE FOR, ANY SUCH ERROR OR OMISSION, (C) THERAPSIL 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.

**INDEMNITY:** YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD THERAPSIL GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND REMEDIES BROUGHT BY A THIRD PARTY ARISING FROM OR RELATED TO ANY USE OF THE SERVICES. NOTWITHSTANDING THIS INDEMNITY, THERAPSIL GROUP RETAINS THE RIGHT TO PARTICIPATE IN THE DEFENSE AND SETTLEMENT NEGOTIATIONS RELATING TO THE FOREGOING WITH COUNSEL OF THERAPSIL'S SELECTION AT THERAPSIL GROUP'S DISCRETION, AND SOLE COST AND EXPENSE.

**ACKNOWLEDGEMENT:** THE PARTIES TO THESE TERMS AND CONDITIONS ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ON LIABILITY ARE REASONABLE IN THE CIRCUMSTANCES.

**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.

**Notices:** Except as expressly stated otherwise, providing an email address or other information to Therapsil, constitutes your consent to receive any legal notices required by Applicable Law at the an email address or other contact information you provide to Therapsil. Any Legal Notice sent by email or other electronic communication in this manner shall be deemed to have been received 24 hours after the email or other electronic communication is sent by Therapsil, unless Therapsil is notified that the email address is invalid. Alternatively, we may give you legal notice by mail at any physical address you have provided to Therapsil. In such case, notice shall be deemed given three days after the notice is sent in the mail by Therapsil.

**Legal Disputes:** To the maximum extent permitted by Applicable Law, unless Therapsil 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 Victoria on a simplified and expedited basis by one arbitrator pursuant to the *Arbitration Act* (British Columbia). The foregoing does not, however, preclude Therapsil from seeking injunctive relief when necessary, as determined by Therapsil 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 Therapsil 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 British Columbia 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 Therapsil is resolved in Court, the claim or dispute must be resolved

exclusively by a Provincial Court or Federal Court located in British Columbia. 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:** These Terms and Conditions, the Website Terms Conditions, and any consents you sign with respect to certain aspects of the Services constitute the entire agreement between you and Therapsil with respect to the Site, the Services, collection and use of your personal information and any information obtained through the Site or by communication with Therapsil 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. These Terms and Conditions will remain in full force and effect unless and until updated or terminated hereunder. You acknowledge that Therapsil has the right, in its discretion, to terminate or suspend your access to the Services, or to limit or deny your access to or participation in any Services, offered by Therapsil 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 Therapsil.

**Interpretation:** In these Terms and Conditions, (a) headings are for reference purposes only and do not limit the scope or extent of such section; (b) words importing the singular number only also include the plural, and vice versa; (c) “**person**” includes an individual, corporation and any other legal entity; (d) “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; (e) “**law**” includes common law, equity, statutes and regulations; and (f) “**discretion**” mean a person’s sole, absolute and unfettered discretion.

**General:** You can communicate with Therapsil by email as indicated in these Terms and Conditions. You can communicate with Therapsil by mail at [info@therapsil.ca](mailto:info@therapsil.ca) If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms and Conditions.

**Language:** You and Therapsil 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 Therapsil 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.

If you have any questions, comments or concerns about these Conditions, please contact Therapsil’s Administration Officer by email at [info@therapsil.ca](mailto:info@therapsil.ca) or by mail at the address above with attention to the Administration Officer.