



LIGHTWELL TERMS OF USE

Welcome to the Lightwell website and platform!

The Lightwell website and learning platform (the “Site”) and the services offered therefrom are operated by Lightwell and are accessible by applications or websites whether owned and/or operated by Lightwell or third parties.

The words “You”, “Your,” and “Yourself” refer to the individual user of the Site and Service.

DO NOT USE THIS SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. LIGHTWELL DOES NOT OFFER ANY MENTAL HEALTH CRISIS SERVICES.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911 OR Call 1.833.456.4566 TO REACH CRISIS SERVICES CANADA.

1. ACCEPTANCE OF TERMS OF USE

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

All use of the word “Terms” in this agreement refer to both the Terms of Use and Privacy Policy. A copy of the Privacy Policy can be found [here](#).

These Terms govern and apply to your access and use of the Site and Service and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Site (collectively referred to as “Content”). By accessing the Site or using the Service, you confirm that you have read, understood and agree to comply with and be bound by the Terms. If you do not agree to ALL of these Terms, you are not authorized to use the Service. These Terms apply to all visits to the Site, both now and in the future.

We may make changes to these Terms from time to time. Notice of changes will be included on the Site or delivered to you by email. Unless otherwise specified by us, all modifications shall be effective within seven (7) days of posting. You are therefore encouraged to check these Terms frequently. The date of the most recent update will be posted at the bottom of the Terms. By using the Site after the changes become effective, you agree to be bound by such changes to the Terms. If you do not agree to the changes, you must terminate your use of the Site and Service.

E: hello@lightwelltherapy.com

T: 647-922-9355



2. USE OF THE SITE

2.1 What is Lightwell?

Lightwell provides Cognitive Behavioural Therapy (CBT) based programs and services (“**the Service**”) to consenting individuals through an online platform. The Service is only provided to those who consent to and complete an initial questionnaire and are deemed to be appropriate candidates for this Service.

2.2 Site Content, Not Medical Advice

The information on this Site is general in nature and should not be relied upon as medical advice. The Information on this Site and included in the Service (The Content) should not supersede or substitute any advice you receive from your psychologist, therapist, physician or other healthcare provider. By consenting to these Terms you agree that you will speak with a psychologist, therapist, or other healthcare provider about any questions or concerns you may have regarding your mental health, the Site and whether the Service is appropriate for you. Lightwell is not responsible for any reliance on, or decisions made by you based on the information available on or through the Site. **UNLESS YOU ARE WORKING WITH A LIGHTWELL THERAPIST**, the Content on this Site is general in nature, is not communicated to you personally, and is not intended to be personal advice to be relied upon. If we do not believe that online treatment is appropriate for you we may recommend that you seek professional assistance through an in-person service provider.

DO NOT USE INFORMATION ON THE SITE TO DIAGNOSE OR TREAT A MEDICAL CONDITION OR HEALTH PROBLEM. YOU SHOULD NEVER DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING THAT YOU HAVE SEEN ON THE SITE.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS OR IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US AND CANADA) AND NOTIFY THE RELEVANT AUTHORITIES. SEEK IMMEDIATE IN PERSON ASSISTANCE. THE PLATFORM IS NOT DESIGNED FOR CRISIS CASES AND LIGHTWELL THERAPISTS CANNOT PROVIDE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES.

2.3 The Questionnaire, Not a Diagnosis

While we hope the Service is beneficial to you, you understand, agree and acknowledge that it may not be the appropriate solution for your needs and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

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It is important to us that we provide you with a Program that best suits your needs. Therefore, before purchasing a Lightwell Program or therapy sessions we ask that you complete a questionnaire that will help us understand some of the difficulties or concerns you are having (“Questionnaire”). While the Questionnaire will be reviewed by a Lightwell therapist, THIS IS NOT, AND SHOULD NOT BE CONSIDERED OR RELIED UPON AS A FORMAL PSYCHOLOGICAL ASSESSMENT. YOU WILL NOT BE PROVIDED WITH ANY DIAGNOSIS AND SHOULD NOT RELY UPON THE RESULTS OF YOUR QUESTIONNAIRE TO DIAGNOSE ANY SYMPTOMS YOU MIGHT BE HAVING. THE QUESTIONNAIRE SHOULD NOT BE USED IN PLACE OF A PSYCHOLOGICAL ASSESSMENT OR EVALUATION WHERE ONE IS REQUIRED BY YOUR EMPLOYMENT, INSURANCE, THE LAW OR OTHERWISE. THE SITE IS NOT INTENDED FOR THE PROVISION OF CLINICAL DIAGNOSIS REQUIRING AN IN-PERSON EVALUATION AND YOU SHOULD NOT USE IT IF YOU NEED ANY OFFICIAL DOCUMENTATION OR APPROVALS. IT IS ALSO NOT INTENDED FOR ANY INFORMATION REGARDING WHICH DRUGS OR MEDICAL TREATMENT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE PLATFORM.

Please see our Privacy Policy for details on how we manage the information we collect in this Questionnaire. We will do our best to review your questionnaire within two business days. If you need immediate support please contact your healthcare provider or go to the hospital.

2.4 Minimum Age

You may not use the services if you are under the age of majority in the jurisdiction in which you are a resident. Any use of the Site, including any registration or attempted registration, by anyone under the age of majority is unauthorized and is a violation of these Terms.

2.5 Registration & User Account

To gain access to the Service you are required to create a user account (“Account”). Upon registering your Account you will be asked to provide us with personal information including, but not limited to your name and email address. Your provision of this information is voluntary. If you do not wish to provide this information you will not be given access to the Service.

When you click “I Agree” anywhere on the Site, you are providing your digital signature and confirming your agreement to the relevant consent, as well as to these Terms.

By registering for an Account you agree to the following:

- You are legally able to consent to receive the Service.
- That all information you provide in or through the platform is accurate and up-to-date and will continue to be in the future.
- The person registering the Account is the person that will be using the Service.



- You will be fully responsible for your Account and maintain the confidentiality and security of the password. We recommend you change your password frequently. You agree to immediately notify us upon any unauthorized use of your password or Account.
- You accept responsibility for all activity, including purchases and communications made through your Account.
- We reserve the right to take any and all action that we deem necessary or reasonable to ensure the security of the Site and your Account, including at our sole discretion terminate your Account for any reason at any time with or without notice.
- We will not be held liable to you for any costs, liabilities or damages arising out of any unauthorized access to your Account or use of your password or any resulting compromise of the confidentiality of your Account or password.
- We will not be held liable for any action or inaction by us under these Terms.

2.6 Your Relationship with Lightwell

Your use of the Site does not automatically make you a client of any Lightwell healthcare practitioner (psychologist, therapist, social worker or other provider). The Site is for information purposes only. You do not have any relationship with any Lightwell healthcare practitioner, regulated or otherwise, until you consent to and purchase a Program that includes access to a Lightwell therapist and Lightwell deems it appropriate and agrees to provide this Service to you.

You are not a client of Lightwell, nor do you have any professional or business relationship with Lightwell until after you consent to proceed with a Lightwell program or video therapy by reviewing and signing the “Client Consent”. You understand and agree that Lightwell has no legal liability towards you whatsoever, other than what is indicated in these Terms, until you are a Lightwell client.

2.7 Treatment Providers & Programs

Lightwell offers three Services:

- a. Self-Guided Program
- b. Therapist-Assisted Program
- c. Video Therapy Session

Descriptions of these services are provided on the Site. The self-guided and therapist-assisted programs generally take between 10-12 weeks to complete if purchased in their entirety, but clients will have access to each section of the Service that they have purchased for a period of 6 months.

If you choose to purchase a Therapist-Assisted Program or a Video Therapy Session and Lightwell agrees that it is appropriate, you will be matched with a therapist who is a



regulated healthcare practitioner in the province where you reside. All Lightwell therapists are independent contractors and not employees nor agents nor representatives of Lightwell. Therefore, your client-therapist relationship will be with your therapist and not with Lightwell. If you feel that the therapist you are matched with does not suit your needs you may request a different therapist. However, any complaints that you may have about your therapist or issues arising therefrom shall be reported to the appropriate regulatory body. Lightwell will provide you with your therapist's registration number as well as the governmental regulatory body's name, address, telephone number, email address, and website for reporting alleged violations of law or rules that govern the practice of social work, psychotherapy or psychology within the jurisdiction in which your Lightwell therapist is located and in which you are located prior to the commencement of your interaction with your therapist.

2.8 Payments

All payments made to Lightwell will be completed through Jane Payments or PayPal. You acknowledge and agree that PayPal's and Jane's Payments Terms and Conditions will govern your agreement and interactions with PayPal and Jane Payments, that our Terms do not govern your interaction with PayPal or Jane Payments and that Lightwell is not liable for any losses or damages arising from your use of or access to PayPal or Jane Payments. We recommend that you review PayPal's and Jane Software Inc.'s Terms and Conditions and Privacy Policy.

2.9 Prohibited & Unlawful Behaviour

You agree and confirm that you will not use the Site to:

- Do anything that causes any harm or that is illegal or otherwise unlawful, including, without limitation: communicating or transmitting any hateful, harassing, pornographic, obscene, profane, defamatory, libelous or threatening material, or material which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violates any provincial, national or international law or regulation.
- You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Sites' systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

WE AND ALL OTHER PARTIES INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE ASSUME NO RESPONSIBILITY OR LIABILITY ARISING FROM CLAIMS RELATED TO ILLEGAL OR UNLAWFUL ACTIVITIES BY USERS OF THE SITE.

3. TERMINATION, INTERRUPTION, DISRUPTION, MODIFICATION OR RESTRICTION OF ACCESS



3.1 Disruptions, Interruptions & Restrictions of Access

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the Site, any part of the Site or the use of the Site, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Site depends on various factors such as software, hardware, applications, databases, systems, networks and tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Site's reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and so we cannot guarantee that access to the Site will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

3.2 Termination or Restriction of Access

You agree that Lightwell has the right to prevent, intercept, delete, remove, prohibit or otherwise restrict your access to, use of, or posting of content on the Site if we believe or determine in our sole and absolute discretion that you have not fully complied with, or may not fully comply with, any of the provisions of these Terms. We may unilaterally terminate your Account, at our sole discretion, if we believe that you have violated these Terms.

3.3 Termination By You

You may terminate your use of the Service at any time for any reason. Under no circumstances will Lightwell provide you with a refund.

4. SECURITY & PRIVACY

Protecting and safeguarding any information you provide through the Site is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy available at: www.lightwelltherapy.com (The "Privacy Policy").

We have in place physical and technical measures to protect information we collect online. However, as effective as these measures may be, no security system is impenetrable. We cannot guarantee the security of the Site or our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the internet.

5. COMMUNICATION & NOTICES



We may provide notices or other communications to you regarding these Terms or any aspect of the Site and Service by email to the email address that we have on record or by posting it online. A notice will be deemed received on the date it is given. Notices sent to us must be delivered by email to hello@lightwelltherapy.com. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

When you use the Service, send e-mails to us, or register for an Account, you are communicating with us electronically. You consent to receive communications from us electronically which may include email, or through the Lightwell Service platform.

6. THIRD PARTY SITES

Links provided on this website are provided for convenience only and the contents of other linked sites are not investigated, verified, monitored, endorsed or guaranteed for correctness or the absence of viruses or similar forces of a disruptive nature. Any damages to computer systems, software or electronic files are disclaimed by Lightwell. The information and referrals provided through this Site are considered referrals to resources only. Lightwell does not necessarily endorse or recommend the services, providers or products presented within the resources to which we have provided referrals—they are informational only. Reliance on any information contained on the Site is solely at your own risk. The Third Party Content is not covered by these Terms or Lightwell's security measures and Lightwell is not liable for any damages or losses caused by your accessing of the Third Party content.

7. INTELLECTUAL PROPERTY

All content available on or through the Site and Service, as well as our social media pages, including all text, graphics, layouts, images, registered and unregistered trademarks, the blog and Content received through Lightwell's programs is the intellectual property of Lightwell or its licensors and is protected by copyright, trademark, patent or trade secret laws. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content available on this site or received through the Service to any third party. You are not permitted to make any copies of the copyrighted materials other than for personal use. Any copy made of information obtained through the Service must include all applicable copyright notices.

Subject to these Terms, Lightwell hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Service to the extent, and only to the extent, necessary to access and use the Service.



The license granted herein does not permit you to, and you agree not to: (i) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (ii) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party.

If Lightwell discovers that you have violated this section of the Terms, Lightwell may notify appropriate legal authorities and take whatever legal steps necessary to support its intellectual property rights. Your access to this Site will be terminated immediately without a refund.

8. DISCLAIMER OF WARRANTIES

The Site, including any Content made available on or through the Site, is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, express, implied or collateral, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement.

We do not warrant the accuracy or completeness of any Content accessed through the Site. Information that is periodically updated may not be current at the moment you visit the Site and may contain errors.

We make no warranty that: the Site will meet your requirements; that the Service will be uninterrupted, timely, secure, or error free; that messages or requests will be delivered; that defects will be corrected; or that the Site is free of viruses or other harmful components.

Your use of the Site and its Content is at your sole risk. You are responsible for verifying any Content before relying on it. For greater certainty, you agree that all risk associated with the use of or reliance on any Content of the Site rests with you. Lightwell does not warrant or provide any guarantee regarding the effectiveness of its Service. Lightwell does not guarantee that its Service or Content is appropriate for you. It is your responsibility to check with your healthcare practitioner to ensure that this Service is appropriate for your needs. You further agree that Lightwell will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any Content of the Site.

9. LIABILITY



IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY AGAINST LIGHTWELL IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL LIGHTWELL, ANY LIGHTWELL LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL LIGHTWELL ITS LICENSORS OR SUPPLIERS OF NON-MEDICAL/ MENTAL HEALTHCARE SERVICES OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF LIGHTWELL WAS AWARE, HAS BEEN ADVISED OF, COULD OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS ON THE SITE, OR WITH ANY OF LIGHTWELL'S TERMS OF USE OR THE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIGHTWELL, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR SERVICES, BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT PROVIDED THROUGH THE SITE. **IN NO EVENT WILL LIGHTWELL BE LIABLE FOR ANY FAILURE TO NOTIFY OTHERS OF ANY POTENTIAL OF SELF-HARM BY YOU OR OTHERS.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IF YOU RESIDE IN ONE OF THOSE JURISDICTIONS THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Lightwell, its affiliates and their respective officers, directors, employees, agents, representatives and service providers, including all third parties referenced or mentioned on the Site, from and against any and all claims, actions or demands, including, without limitation, reasonable legal and accounting



fees, resulting from or related to your use of the Site or Service, your conduct in connection with the Site or Service or any violation of these Terms, any law or any right of any third party.

11. DISPUTE RESOLUTION

You hereby agree to the following in the event that a dispute arises between you and Lightwell:

Contact Us First. We care about addressing your concerns and prefer to handle matters in an informal and efficient manner. For any dispute you have with us regarding the Service, you agree to first contact us and attempt in good faith to resolve the dispute informally by emailing hello@lightwelltherapy.com. You agree to provide us with at least thirty (30) business days to resolve the dispute.

Arbitration. You agree that any claim arising out of or in connection with these Terms or in respect of any legal relationship associated with or derived from these Terms, that is not resolved with us informally, will be finally resolved by Arbitration under the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The Arbitration will take place in Toronto, Ontario, Canada. The language of the arbitration will be English.

No Class Actions. You hereby agree and acknowledge that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, purported class, consolidated, or representative action. You further agree that, by entering into these terms, you and Lightwell each agree that all claims and disputes shall be resolved under these Terms. You further waive any constitutional or statutory right to go to court and have a trial in front of a judge or jury on an individual, class action, or representative action basis. In the event that any litigation should arise between you and us, in any jurisdiction, in a suit to vacate or enforce an Arbitration award or otherwise, you and Lightwell waive all rights to a jury trial, instead electing that the dispute be resolved by a judge, and agree to take any and all action necessary or appropriate to effect such waiver.

Statute of Limitations. You hereby agree that any claim under this Agreement must be brought within one year of the act, loss or damage giving rise to the claim.

12. NO WAIVER

Lightwell's failure or delay to enforce any of the terms and conditions under these Terms shall not operate as a waiver of any of Lightwell's rights or privileges under these Terms. You agree that if any part of these Terms is determined to be invalid or unenforceable, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable



provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in full force and effect.

13. GOVERNING LAW

The Site and its contents are designed to comply with Canadian laws and regulations. These Terms and our relationship with you shall both be interpreted solely in accordance with the laws of Canada and the province of Ontario.

14. INTERPRETATION

Headings in these Terms are for convenience only and shall not be used to interpret, or as a guide for interpretation of these Terms. The word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto). A word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa and “person” will mean an individual, partnership, corporation (including a business trust), joint stock company, trust unincorporated association, joint venture, or other entity or a government or any agency, department or instrumentality thereof and vice versa.

15. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us regarding the use of the Service, superseding any prior agreements between you and us relating to your use of the Site or the Service. These Terms shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

LAST UPDATED: May 25, 2020