

## TERMS OF USE

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Sonderbloom, Inc. (“Sonderbloom”, “we”, “our”) provides social services and health care consulting to support the lives of people with disabilities.

Sonderbloom has developed an information technology solution available at the website [www.lifecourseonline.com](http://www.lifecourseonline.com) (“Services”) as a secure and accessible solution to make managing a person-centered plan easier for individuals and families. This Terms of Use (“Terms”) sets out the rules we require you to follow to use the Services, including access information, pages and other content. This terms of use should be read together with our privacy policy [https://app.lifecourseonline.com/static/pdfs/privacy\\_policy.pdf](https://app.lifecourseonline.com/static/pdfs/privacy_policy.pdf)

### Registration

In order to access our Services, you must register and open an account with us. To register and open an account you will have to provide us with a username that you create, a password that you create, and other information. If we discover that you have provided inaccurate information, including information about another person, we have the right to cancel your registration and prohibit you from using Services. You should not share your username, password and any other information associated with your account, and are responsible for all activity under your account. You will notify us immediately of any unauthorized use of your account and we can help you set up a new user name and password.

**Services are not intended to address emergency or crisis situations**, and are not for the primary purpose of organizing medical records or receiving medical advice. If you are in a medical crisis, it is important that you seek professional help immediately: call 9.1.1, go to your nearest hospital emergency department or seek help of a qualified health care professional.

### Your contract with us: read it carefully

These Terms are a binding legal agreement between you and us. By registering for and using Services, you are agreeing to these Terms. If you do not agree to any part of these Terms, you are not permitted to register for or use our Services. We have the right at any time, without informing you or asking your permission, to close your account and prohibit your use of our Services if you fail to comply with these Terms. You may close your account at any time by emailing [support@lifecourseonline.com](mailto:support@lifecourseonline.com).

### Email and terminating Services

We obtain a separate consent to email you for specific marketing purposes. If you decide that you no longer wish to receive marketing emails from us, you may unsubscribe.

## Copyright

All materials displayed or otherwise accessible through the Services, including text, logos, graphics, photographs and images (collectively the “Content”) are protected under copyright, trademark and other laws. This means that copying, publishing or otherwise disclosing any Content or using Content except as permitted under these Terms is strictly prohibited.

## Use of Services

You may use Services only in the ways described in these terms of use and for your personal use. To be clear, you are permitted to use Services (including making a copy of any of the Content on the website) for your personal use and not for any business use. More specifically, you may not:

- a) modify, copy, duplicate, download, reproduce, transmit or attempt to modify, copy, duplicate, download, reproduce, transmit our Content;
- b) copy, duplicate, download, reproduce, transmit, encode, distribute, or exploit the Services or Services or any of the Content for commercial purposes or for any criminal, malicious, harmful, dishonest or bad faith purpose, or personal gain, or for any public display;
- c) attempt to decompile or reverse engineer any software used by us to operate our Services;
- d) remove or alter any identification, trade-marks, notices, disclaimers, copyright or other notations from our Services;
- e) attempt to transfer, sell or resell any Content or rights to our Services;
- f) engage in activities such as framing, mirroring, scraping, data-mining (or any variation of those activities) in relation to our Services;
- g) do anything that negatively impacts the operation or delivery of Services (e.g. denial of service attacks);
- h) misrepresent yourself, or disguise the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Sonderbloom or LifeCourseConnect or any third party);
- i) use foul, offensive or threatening language including, without limitation, racist, sexist, ageist, homophobic or sexually explicit language;
- j) use the Services to generate or send unsolicited communications, advertising, chain letters, or spam;

- k) access or attempt to access any account except your own;
- l) attempt or do anything to breach our security measures including carry out any harmful or malicious acts against the Services or its components such as introducing viruses, trojan horse, bots, botnets, malicious content, alter the Services or data manipulation, denial of service (DoS), or any other such harmful programs or files.

### **Disclaimer (what we are not promising – read carefully)**

We do our best to select and post information that will be of use and benefit to you and to keep that information up to date. However, your use of Services is at your sole risk. Services are provided “as is”, which means that we make no guarantees about the accuracy of information, or that information provided relates to your situation, and no guarantee that by using Services you will not encounter viruses or other malicious objects that could harm your computer or software. Services are also provided “as available”, which means that we do not guarantee that Services will be available 100% of the time. We will not be responsible or liable for any consequences of you relying on our Services (including any Content) if Services are unavailable at any time. We do not guarantee that the support you receive will be helpful to you or will produce any specific result.

### **Our rights**

We reserve the right to terminate access to the Services or to any information made available on the Services in our sole discretion at any time and without notice. If you breach these Terms, we have the right to close your account and terminate your use of Services. We may close it for other reasons, including if we cease our operations. We shall not be liable to anyone (you or any third party) for the termination of access to the Services.

If you decide to close your account or we do so, these Terms will continue to apply in respect of your prior use of Services, including any Content you have copied or otherwise saved.

### **Products and Services**

The Services contains information on the products and services of third parties, which are intended for use only in the jurisdictions where they may be lawfully offered for use or sale and neither the use nor sale is intended where prohibited by law. Some products and services may be subject to additional written terms specific to that product and the service contract with you.

### **Electronic Consent**

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.

## **Privacy**

You acknowledge that you have read LifeCourseOnline's Privacy Policy [https://app.lifecourseonline.com/static/pdfs/privacy\\_policy.pdf](https://app.lifecourseonline.com/static/pdfs/privacy_policy.pdf) and hereby consent to the collection, use and disclosure by LifeCourseConnect and its parent company, Sonderbloom, and its agents of your Personal Information for purposes identified in our Privacy Policy.

If you would like to contact us about privacy, please email us at: [support@lifecourseonline.com](mailto:support@lifecourseonline.com)

## **External links**

Links to websites operated by others are provided for your convenience only. We do not control and are not responsible for the availability, content, terms of use or policies applicable to such external websites, nor does we endorse or guarantee any content, products or services that are referred to or made available through external websites.

## **Limitation of Liability**

We will not be liable to you for any loss or damage whatsoever caused to you or any other person from your use of our Services, including without limitation your use of Content, loss of information, programs or data, personal injury or death, even if we have been notified of the possibility of such damage or loss or if such damage or loss was foreseeable.

## **General Legal Terms**

- Use of the Services is unauthorized, and you agree not to use them, in any jurisdiction where the Services or any of the content may violate any laws or regulations. You agree that you are solely responsible for compliance with all applicable laws or regulations.
- The Services is operated by Sonderbloom from its offices within the Province of Ontario, Canada. You agree that all matters relating to these Terms, or your access or use of the Services and its content shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario and Canada, with respect to all matters relating to your access and use of the Portal and the content as well as any associated disputes.
- Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- You are responsible for all software, hardware, services (such as Internet service), and equipment necessary to access and use the Services, including all related expenses, if any.

- The invalidity or unenforceability of any provision of the Terms or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of the Terms.
- If you are accepting on behalf of someone you support, you represent and warrant that: (i) you have full legal authority to bind the individual to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you do not have the requisite legal authority please do not use the Services.

### **Contact us**

If you have any questions about these terms of use, please contact us at:  
[support@lifecourseonline.com](mailto:support@lifecourseonline.com)