
Lumita Wellness – Terms of Service for Providers

Effective Date: 15-Oct-2025

Applicable Territory: Canada Only

1. Introduction

Welcome to Lumita Wellness ("the Company"). By subscribing to our service, The individual or entity subscribing to the Company's services ("the Provider") agree to these Terms of Service ("Terms"). These Terms govern your access and use of the software packages and tools we provide, including but not limited to the practice management software Jane App, Canva, and Microsoft Office 365 (collectively, "Packages"). These Packages are provided as part of your subscription-based membership with the Company.

2. Subscription and Payment Terms

- **Subscription Fees:** Providers must pay the applicable subscription fee in advance to access the Packages. The current subscription fees and packages are listed on our website and are subject to change at any time with prior notice, as posted on the website.
 - **Free Trial:** Providers receive a one-month free trial upon providing valid credit card information.
 - **Referral Program:** Providers are eligible for an additional free month for each successful referral. A referral is considered successful once the referred Provider completes their first paid month.
 - **No Refunds:** Subscriptions can be cancelled at any time, but no refunds will be issued for unused portions of any paid subscription period (monthly, quarterly, or annually). The tools provided will be available until the end of the subscription period.
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3. Payment Processing for Patient Services

- **Payment Collection:** Providers may accept payments from their Patients using any method they choose, including options provided by the Company such as credit card processing and e-Transfers.
- **Payouts:** The Company is committed to disbursing collected payments to Providers every two (2) weeks. Unless the referrals come from a Business to Business (B2B) agreement, all payments emanating directly from the website, social medias or from personal clients, will be made in full, without retaining any fees and/or commissions. This ensures that Providers receive the entire amount collected on their behalf. It will only remit payments to Providers once the Company has received cleared funds from the Patients. The Company is not liable for failed or delayed payments caused by the Patient, the Provider, or third-party payment processors.

4. Independent Contractor Relationship

- **No Employment Relationship:** This subscription does not create an employer-employee relationship between the Provider and the Company. Providers remain independent contractors and are solely responsible for their own taxes, insurance, and legal obligations, including compliance with all applicable professional regulatory bodies.
- **Compliance with Professional Regulations:** Providers must comply with the rules and regulations set forth by their respective regulatory bodies.

5. Appropriate Use of Services

Providers agree not to use the Packages to:

- Upload, post, transmit, or distribute any unlawful, defamatory, abusive, obscene, discriminatory, or otherwise objectionable content.
- Impersonate any person or falsely represent your identity or affiliation.
- Violate the privacy rights of any individual.
- Distribute malware, including viruses, worms, or other harmful software.
- Send spam, chain letters, pyramid schemes, or unsolicited commercial messages.
- Circumvent technical limitations of the Packages or interfere with their proper functioning.
- Rent, lease, resell, transfer, sublicense, or share the Packages with unauthorized third parties.
- Damage, disable, or impair the Packages or related services provided by the Company.
- Use the Packages in violation of any applicable laws or regulations.

6. Security and Privacy Compliance

- **PIPEDA Compliance:** The practice management system and Microsoft 365 included in the Packages are PIPEDA-compliant. Providers must ensure they maintain equivalent security and privacy standards when handling patient information and must not take actions that would breach these requirements.
- **Data Breaches:** Providers are required to promptly inform the Company if they become aware of any actual or suspected data breaches related to their use of the Packages.
- **Access Codes:** The Provider agrees to keep any computer or web access codes (passwords / login methods) confidential and secure. The Provider agrees not to share access codes or devices with anyone or use those of others. The Provider understands that they are accountable for all work done under the access codes. If the Provider has reason to believe that their access codes or devices have been compromised or stolen, they will immediately contact the Company Manager.

- **Confidential Information:** Providers agree to keep all non-public information about the Company and its services confidential.
 - **Exceptions:** Confidential information may be disclosed if required by law or with prior written consent from the Company.
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7. Account Suspension

The Company reserves the right to suspend or terminate a Provider's access to the Packages if:

- Fraudulent or suspicious activity is detected.
 - The Provider breaches any provision of these Terms.
 - The Provider's professional regulatory body imposes sanctions, suspensions, or revokes their license.
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8. Service Modifications and Termination

- The Company may modify, suspend, or discontinue the Packages at any time, with notice provided through our website or directly to the Provider.
 - In the event of termination, Providers will retain access to their data for a limited period to allow for orderly transition.
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9. Limitation of Liability

- The Company provides the Packages on an "as-is" basis and does not guarantee uninterrupted or error-free operation.
 - The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the Packages.
 - Maximum liability for any claim arising under these Terms is limited to the amount paid by the Provider in the 12 months preceding the claim.
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10. Governing Law and Jurisdiction

These Terms shall be governed by and interpreted under the laws of the Province of Ontario and the laws of Canada applicable therein. Any disputes shall be resolved exclusively in the courts of Toronto, Ontario.

- **Negotiation:** Parties agree to attempt to resolve disputes through good-faith negotiation.
 - **Mediation/Arbitration:** If negotiation fails, disputes may be resolved through mediation or arbitration before resorting to litigation.
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11. Amendments

The Company may update these Terms from time to time. Continued use of the Packages after any changes indicates acceptance of the updated Terms.

12. Contact Information

For any questions, concerns, or legal notices, contact:

Lumita Wellness info@lumita.ca
