

2025 PAN-CANADIAN PROJECTHATHON

PARTICIPATION TERMS

CANADA HEALTH INFOWAY and its associated affiliates, partners, and their respective officers, directors, and employees (collectively, “**Infoway**,” “we,” “us” or “our”) presents the Pan-Canadian Projectathon (the “**Projectathon**”).

The purpose of the Projectathon is to invite participants to test and validate specification packages, products, prototypes and other similar software developments in a structured environment where participants, under Infoway’s experts’ supervision, will demonstrate live through a set of testing tools the interoperability of solutions in conformance with pan-Canadian specifications and standards. The intent of the Projectathon is to assist Infoway during and after the Projectathon to accelerate product development, bring developers and implementers together and help identify and bridge difficulties in specification development to ensure development choices support interoperability and efficient business and clinical workflows (all of the foregoing paragraph being the “**Purpose**”).

These Participation Terms (the “**Terms**”) apply to your participation in the Projectathon, and in addition to any other Projectathon terms or rules, describes the Projectathon’s requirements. Your participation in the Projectathon is entirely voluntary, but if you are participating in the Projectathon, you must strictly adhere to these Terms.

By submitting your registration, you are agreeing to be bound by these Terms. These Terms apply to every person who registers for and/or attends Infoway’s Projectathon. If you are registering on behalf of your company or another legal entity, you represent that you have the legal authority to bind that entity to these Terms, in which case “you” will mean the entity you represent. Your participation in the Projectathon will constitute your acceptance of any changes or revisions to the Terms that are posted on the Projectathon’s online platform or communicated to you by other means.

IF YOU DO NOT AGREE TO THESE TERMS, OR ANY CHANGES OR REVISIONS TO THE TERMS AS POSTED OR COMMUNICATED TO YOU, YOU SHOULD NOT REGISTER FOR OR OTHERWISE PARTICIPATE IN THE PROJECTATHON.

1. DEFINITIONS

- 1.1 “**Confidential Information**” means any business, marketing, technical, scientific or other non-public information whether in written, oral, graphic, photographic, electronic or any other form regarding Infoway, the other participants and their respective business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Projectathon. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) that you independently develop without use of the Confidential Information, as demonstrated by written records. Notwithstanding the foregoing, Confidential Information includes any information that, due to its nature or the circumstances of its disclosure, a reasonable person would know, or would have reason to know, should be treated as confidential, regardless of whether such information was marked as “confidential” or otherwise.
- 1.2 “**Infoway Materials**” means certain proprietary standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audiovisual content and documentation, instructions and other

information related to such material that is owned, developed or acquired by Infoway (and its associated affiliates, partners, licensors and their respective officers, directors, and employees) either (i) before the Projectathon and provided to Participants during the Projectathon, or (ii) after the Projectathon using the Participant Materials and other feedback provided during the Projectathon.

- 1.3 **“Intellectual Property Rights”** means any and all patents, trademarks, rights in designs, trade secrets, copyrights and neighbouring rights, and any registrations, applications for registration, or rights to apply for registration of any of the foregoing rights in concepts, inventions, works of authorship, know-how, trade secrets, data, databases, written material, videos, websites, podcasts, standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets, inventions (whether patentable or not), technical information and all other intellectual property rights of a similar or corresponding nature which may now or in the future exist.
- 1.4 **“Participation”** means taking part, participating, and generally contributing in the Projectathon.
- 1.5 **“Participant Materials”** means all information and materials that may be provided by Participant in the course of the Projectathon, including any feedback, suggestions, corrections, recommendations, requests or enhancements provided in relation to other Participant Materials or Infoway Materials and all Intellectual Property Rights thereto, including but not limited to (a) any Intellectual Property Rights incorporated into the Participant Materials, or (b) in Intellectual Property Rights that is needed to operate or use the Participant Materials.
- 1.6 **“Participant Trademarks”** means the trademarks, service marks, trade names and logos for your entity's products and services.
- 1.7 **“Term”** means the period which commences from the date of the Participant's submitting its registration form and which continues until (i) the completion of Participant's participation in the Projectathon or (ii) these Terms or Projectathon is terminated by Infoway, whichever is earlier.

2. PARTICIPATION

- 2.1 How to participate. You may only participate as an employee, agent, or representative of a company or other legal entity. Participants wishing to participate in their individual capacity or as a member of a team of individuals are not authorized to register and participate to the Projectathon unless expressly authorized by Infoway. You must register for the Projectathon by following the instructions listed on the [registration page](#), adhering to these Terms, and submitting all information requested by Infoway. If contractual or other obligations prevent you from agreeing to the obligations, representations or warranties in these Terms, your registration shall be void. You are expected to use your own hardware when participating in the Projectathon.
- 2.2 Additional requirements. You agree to execute any additional terms or forms as may be required by Infoway and to comply with all Infoway requirements as set forth in these Terms and all other rules, instructions and requirements that may be set forth on the Projectathon website or other documentation applicable or related to your Participation that Infoway may provide or publish on the Projectathon website without prior notice and as amended from time to time.
- 2.3 Access to third party platforms or applications. You may be asked to enroll, subscribe or log in to third party platforms or applications (e.g., Gazelle) to be able to participate to the Projectathon. Your use of such third party platforms or applications will be governed by their respective terms of use and you agree to abide by said terms of use. Infoway reserves the right to impose additional requirements regarding the use of such third party platforms, including preliminary testing. These third party platforms or applications are provided “as is” without any representation, warranty or condition of any kind, either express, implied or provided by statute, including, without limitation,

any implied warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Infoway does not warrant that the third party platforms or applications will be suitable for any purposes or that the operation or supply of the third party platforms or applications will be uninterrupted or error free, and Infoway expressly disclaims liability arising from and responsibility for any loss or damage of any sort incurred as a result of your use of such third party platforms or applications. If you have any issues with a third party platform or application, you must contact the provider of the third party platform or application directly.

- 2.4 Access to third party links. The Infoway Materials and your participation in the Projectathon may include links to other sites on the Internet for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by Infoway and are maintained by third parties over which Infoway exercises no control. Accordingly, Infoway expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and the quality of the products or services provided by, available through, or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.
- 2.5 Third party code. You shall not include any third-party code (including open-source code), material or intellectual property in your Participant Materials that would adversely affect, limit, restrict or impose conditions on the rights or obligations of Infoway (and its associated affiliates, partners, and their respective officers, directors, and employees) in or to the Infoway Materials, namely any subsequent Infoway Materials that Infoway may develop on the basis of your Participant Materials submitted during the Projectathon. You are responsible to obtain and maintain through the Projectathon all appropriate license for such third-party code, material or intellectual property that you intend to use as part of the Participant Materials which shall authorize Infoway or other participants to use it for the Purpose. Notwithstanding all of the foregoing, it will be acceptable for Participant to incorporate into the Participant Materials open source material that are subject to the following open-source licensing terms : MIT, BSD (2 or 3 clause), Unlimited, Apache and MPL.

3. REPRESENTATIONS AND WARRANTIES

By and through your registration in the Projectathon, you represent and warrant the following:

- You have the authority to enter into these Terms.
- You, nor, if applicable, any third party entities that you represent (i) is listed or associated with any person or entity being listed on any of the Consolidated Canadian Autonomous Sanctions List, the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals List, or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, (ii) is a person identified as a terrorist organization or any other relevant lists maintained by any governmental authority.
- Your participation in the Projectathon is not in violation of any national, federal, provincial, or local law or regulation applicable to you.
- The information submitted to Infoway in connection with your Participation, including in any registration form, is up-to-date, accurate and complete.
- From the date of registration through the Projectathon date, and no later than the Projectathon date, you will periodically review the Projectathon website for any modifications or amendments to these Terms.
- Any decisions concerning these Terms, the Projectathon's rules or any other matter relating to this Projectathon by Infoway are final and binding on all Participants.
- Except as permitted under subsection 2.5, you are the original author, developer, or inventor of any Participant Materials submitted as part of the Projectathon.
- The Participant Materials will not infringe, violate or misappropriate any third party's Intellectual Property Rights and is not the subject of any actual or threatened litigation or claim.

- The Participant Materials will not be obscene, offensive, libellous, pornographic, threatening, abusive, or otherwise objectionable and will not contain any content that is illegal, would constitute or encourage a criminal offence, or would otherwise give rise to liability or violate any law.
- The Participant Materials will not contain any virus, Trojan horse, worm, or other software, script or code, the effect of which is to permit unauthorized access to, or to alter, disable, encrypt, erase, or otherwise harm, any computer, systems, software or data.
- You will not access or use the Infoway Materials in a manner that may interfere with any other Participant's access or use, unless provided with express written consent by Infoway.
- Your access to and use of the Infoway Materials may be limited, throttled or terminated at any time at Infoway's sole discretion.
- You will not access or attempt to access, or direct any third party to, the Infoway Materials to reverse engineer the Infoway Materials, in whole or in part, or otherwise access or use the Infoway Materials for any purpose except to participate in the Projectathon.
- You will act always in accordance with the highest professional standards and in a way that will not prejudice Infoway's interests and reputation.

4. INTELLECTUAL PROPERTY - INFOWAY

- 4.1 Limited License. Where the Infoway Materials are not otherwise already offered under and subject to an open innovation license at the time of its disclosure to Participant by Infoway, Infoway hereby grants Participant, during the Term, a limited, revocable, non-exclusive, royalty-free, non-transferable and non-sublicensable license to use the Infoway Materials solely in connection with Participant's participation in the Projectathon, as described in the preamble to these Terms and not for any commercial purpose, subject to and conditional on your continued compliance with the terms and conditions of these Terms. You agree that unless specifically authorized by Infoway in writing, you will not reproduce, distribute, display, make available, communicate, perform, transmit, publish or otherwise disclose or make available to any third party the Infoway Materials under any circumstances, nor will you allow any third party to access or use the Infoway Materials using any key, password or other identifier issued to you. Such a limited license will automatically terminate at the expiry of the Term and in any event, once you are no longer a Participant in the Projectathon.
- 4.2 No Warranty. The Infoway Materials are provided "as is" without representation, warranty or condition of any kind, either express, implied or provided by statute, including, without limitation, any implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Without limiting the foregoing, Infoway does not warrant that the Infoway Materials will be accurate, complete, secure, suitable for any purposes or that the operation or supply of the Infoway Materials will be uninterrupted or error free.
- 4.3 Ownership. As between you and Infoway, Infoway owns all right, title and interest in and to the Infoway Materials and Infoway's products and services (including, Infoway's website, the Projectathon's website, and its trademarks, including all associated Intellectual Property Rights thereto), including any modifications, improvements and derivative works arising from or in relation to the foregoing.

5. INTELLECTUAL PROPERTY – PARTICIPANT

- 5.1 Open Source. If not already subject to such a license at the time of disclosure to Infoway or to other participants of your Participant Materials, you hereby agree to licence the Intellectual Property Rights in the Participant Materials submitted as part of the Projectathon under an appropriate open innovation license that allows reuse, commercial use, remixing and redistribution (which include, without limitation, MIT, BSD (2 or 3 clause), Unlimited, Apache and MPL). Infoway reserves the right to use any Participant Materials and to incorporate it to any Infoway Materials that could be offered to the public in accordance with the terms of any open innovation license developed or

adopted by Infoway in the future, which may include in Infoway's sole discretion, copyleft open licensing terms, such as, without limitation, GPL or LGPL.

- 5.2 License to Infoway. To the extent that Participant Materials is not subject to an open innovation license complying with Section 5.1 of this Agreement at the time of your contribution, by participating in the Projectathon, you hereby grant to Infoway (and its associated affiliates, partners, and their respective officers, directors, and employees) a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable right (which includes the right to sublicense through multiple tiers) and license to use, reproduce, modify, distribute, display, publish, perform, create derivative works from, transmit and access your Participant Materials for the Purpose and for the further development of existing and new Infoway Materials.
- 5.3 Competing Materials. You acknowledge that Infoway may currently or in the future be developing materials internally, or receiving information from other parties, that is similar to your Participant Materials. Nothing in these Terms will be construed as a representation or agreement that Infoway will not develop or has not developed materials, including notably standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets and any other form of intellectual property that are similar to or compete with the standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets or any other form of intellectual property contemplated by or embodied in any Participant Materials.
- 5.4 Non-confidential contribution. You acknowledge and agree that all Participant Materials are submitted on a non-confidential basis, and that Infoway (and its associated affiliates, partners, and their respective officers, directors, and employees) shall have no restrictions on its disclosure or otherwise have an obligation to treat as confidential such Participant Materials. No confidential or fiduciary relationship is intended or created between you and Infoway in any way, and you acknowledge that you have no expectation of review, compensation, or consideration of any type either now or in the future.
- 5.5 Ownership. Subject to subsections 5.1 and 5.2, you have and retain ownership of all right, title and interest in and to your Participant Materials, including all associated Intellectual Property Rights, and any modifications, improvements or derivatives of the foregoing made by you thereto. You own all right, title and interest in and to your Participant Trademarks, including all associated Intellectual Property Rights. There are no implied licenses granted by either party, whether by implication, estoppel or otherwise.
- 5.6 Developments by others. You acknowledge that others attending the Projectathon may develop standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets or any other form of intellectual property during or after the Projectathon, that are similar to or compete with the standards, specifications, protocols, strategies, architecture, systems, designs, products, concepts, techniques, software, interfaces, source code, algorithms, models, parameters, datasets or any other form of intellectual property contemplated by or embodied in any Participant Materials.
- 5.7 Residuals. For the avoidance of doubt, Infoway may use general knowledge, know-how, skills, concepts, ideas and expertise acquired during the Projectathon and other residual information for any purposes, including without limitation use in development, manufacture, promotion, sale and maintenance of the Infoway Materials and other products and services. Residual information means any information that is retained in the unaided memories of Infoway or its associated affiliates, partners, and their respective officers, directors, and employees who receive access to the Participant Materials.

6. CONFIDENTIALITY

- 6.1 Non-disclosure. At all times, during the Term and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except for purposes contemplated under the Projectathon, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.
- 6.2 Infoway Materials. For clarity, unless specifically marked as non-confidential or made available under an open innovation license, all Infoway Materials that Infoway may share to you shall be considered Confidential Information.
- 6.3 Exception. Infoway's incorporation, use and reproduction of any Participant Materials and disclosure of such Participant Materials to its associated affiliates, partners, industry participants, governments and government organizations and their respective officers, directors, and employees as part of any Infoway Materials which is done in accordance with the Purpose, shall not be subject to this Section 6.
- 6.4 Destruction. Upon a request by Infoway or other participants, you agree to permanently delete or otherwise destroy all Confidential Information in your possession or control. You will promptly notify Infoway or the requesting participant if the Confidential Information in your possession or control is accessed or used by any third party and provide us reasonable cooperation and assistance in connection with our attempts to stop such unauthorized access or use.

7. PRIVACY AND PERSONAL INFORMATION

The personal information and materials submitted by you in connection with your registration to participate to the Projectathon and what you provide to us in connection with your Participation in the Projectathon will be used, collected and disclosed for the purposes described in these Terms and will otherwise be handled in accordance with Infoway's Privacy Policy, as amended from time to time, which may include processing or use by third parties solely within the scope of these Terms, located at <https://www.infoway-inforoute.ca/en/legal/privacy-policy> and you acknowledge and agree to such use, collection and disclosure.

8. LIMITATION OF LIABILITY

- 8.1 No Indirect Damages. To the fullest extent permitted by law, in no event will Infoway be liable to you for: (i) any losses categorized as lost savings, revenue, business, profit, goodwill or reputation; and (ii) any indirect, incidental, special, consequential, exemplary, aggravated, or punitive damages in connection with the Projectathon, even if notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you
- 8.2 Limitation. To the fullest extent permitted by law, the aggregate liability of Infoway to you for all claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, is limited to the lesser of: (i) the direct damages suffered by you in relation to such claim; or (ii) 100 CAD.
- 8.3 Force Majeure. In the event that you are unable or unavailable to participate in the Projectathon in whole or in part as a result of any cause or agency over which you have no control, including but not limited to, fire, flood, tempest, inclement weather, formal or informal governmental intervention, malicious damage, act of God, war, strike, lockouts, labour dispute, riot, terrorist acts, curtailment of transportation, pandemics, epidemics or contagious disease, loss or malfunction of data, utilities, communications or technological systems, services or facilities (whether operated by Infoway or a third party), or should you decide that because of any such cause that it is necessary to cancel or postpone your participation in the Projectathon or any obligations provided by these Terms (including, but not limited to, a decision to re-site any event or program, or reduce the move-in and

installation time, exhibition time, or move-out time associated therewith), you shall be excused from any failure to perform under these Terms, and you shall not be liable to indemnify or reimburse or to otherwise refund Infoway in respect of any fees, deposits, payments, costs, expenses, damages or losses of any kind, whether direct or indirect, arising as a result thereof.

9. RELEASE AND INDEMNIFICATION

- 9.1 General Indemnification. By entering the Projectathon, you agree, on behalf of your company and its successors and assigns: (i) to indemnify, release, defend and hold harmless Infoway (and its associated affiliates, partners, and their respective officers, directors, and employees) (collectively, “**Released Parties**”) from any claims, liability, damage, demands, litigation, illness, injury or death, including reasonable attorneys' fees, that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Projectathon, any Participant Materials you submit, your violation of any law, rule or regulation, your violation of the rights of any third party, your violation of these Terms, applicable law, and/or any privacy right of any other person attending the Projectathon; and (ii) to be bound by these Terms and to waive any right to claim any ambiguity or error therein or in the Projectathon itself, and to be bound by all Infoway's decisions, which are binding and final. Failure to comply with these conditions may result in disqualification from the Projectathon at Infoway's sole discretion.
- 9.2 Indemnification for Intellectual Property Rights Infringement. Participant shall indemnify, release, defend and hold harmless the Released Parties and all other Participants (and its associated affiliates, partners, and their respective officers, directors, and employees) from all third-party claims for infringement, misappropriation or violation of their Intellectual Property Rights associated with any portion of the Participant Materials contributed, shared or delivered as part of their participation to the Projectathon which infringed, misappropriated or violated such third parties' Intellectual Property Rights.

10. MARKETING AND PROMOTION

- 10.1 Likeness. In your capacity as an individual person representing your company, you grant Infoway a royalty-free worldwide license and right in perpetuity to use your personal name, image, and likeness for the purposes of producing, promoting, and advertising the Projectathon, and unequivocally waive in favour of Infoway any non-assignable rights, including any moral rights, that you may have in the foregoing.
- 10.2 Publicity. You will not issue any press releases or similar public announcements related to the details of the Projectathon without Infoway's prior written approval. Subject to the other provisions of these Terms, the foregoing does not prohibit you or your company from posting social media publications on your personal or corporate social media pages or that of your organization to promote your Participation before, during and after the Projectathon.
- 10.3 Publication by Infoway. You agree that Infoway may, but is not required to, mention your Participation to the Projectathon in any media whatsoever, printed or online during the term of the Terms and after the Projectathon has concluded, including on webpages, promotional materials, publications, and other promotional materials. You agree to provide Infoway with product descriptions, images, logos, website links and other content regarding the Participant Materials or your Participation as may be reasonably requested by Infoway for inclusion in publications, and for use in its related marketing and promotional activities.


11. GENERAL TERMS

- 11.1 Relationship of the Parties. Participant's relationship with Infoway is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, joint venture, or employment relationship. You will not be entitled to any of the benefits

that Infoway may make available to its employees. You are not authorized to make any representation, contract, or commitment on behalf of Infoway, unless specifically requested or authorized in writing to do so by an authorized officer of Infoway.

- 11.2 Termination. These Terms apply until the expiry of the Term, unless terminated before in accordance with this subsection:
- 11.2.1 If for any reason, the Projectathon is not capable of running as planned due to unforeseen changes in business conditions, Infoway's inability to create websites and applications for management of or participation in the Projectathon, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of Infoway Materials, Infoway reserves the right at its sole discretion to amend these Terms or cancel, terminate, modify or suspend the Projectathon and terminate these Terms.
- 11.2.2 Infoway may also terminate these Terms for convenience upon ten (10) days' written notice.
- 11.2.3 Upon any termination, discontinuation or cancellation of the Projectathon or these Terms, all provisions of these Terms which by their nature should survive will survive, including, without limitation, section 5 (Intellectual Property), section 6 (Confidentiality), section 9 (Release and Indemnification) and section 11 (General Terms).
- 11.3 Assignment. You may not assign or transfer these Terms by operation of law or otherwise without the prior written consent of Infoway and any prohibited assignment will be null and void. Infoway may assign these Terms or any rights hereunder without your consent. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties' permitted successors and assigns.
- 11.4 Amendments. Upon agreement, Infoway shall have the full and exclusive power to interpret, amend, and enforce these Terms, provided, and subject to subsection 2.2 any amendments, when made, are brought to the notice of the Participant. You agree, for your company and its employees, to abide by the foregoing Terms and by any amendments or additions thereto in conformance with the preceding sentence.
- 11.5 Governing Law; Dispute Resolution. These Terms will be governed by and interpreted in accordance with the laws of Ontario excluding the conflict of laws principles. Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the arbitration rules of the ADR Institute of Canada in force when a notice of arbitration is submitted. The seat of arbitration shall be Toronto, Ontario. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.
- 11.6 Injunction. You acknowledge that any breach, threatened or actual, of these Terms may cause irreparable harm to Infoway, such harm would not be quantifiable in monetary damages, and Infoway may not have an adequate remedy at law. To the fullest extent permitted by law, you agree that Infoway shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that Infoway post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Infoway to enforce any provision of these Terms.

- 11.7 Class Action Waiver. Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to (i) the Infoway Materials, or (ii) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, will be conducted solely on an individual basis. To the fullest extent permitted by law, you will not seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of Infoway. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.

If you have any questions about the Projectathon or these Terms, please contact interoperability@infoway-inforoute.ca .