



Terms of Service

for Auditra.

Effective: **January 1, 2026** | Last updated: **March 1, 2026** | Jurisdiction: **Ontario, Canada** | Governing Law: **Ontario & Canada**

This agreement governs your use of the Auditra platform and all related services provided by Auditra by Infortex. Please read it carefully before subscribing.

01

Acceptance of Terms

By accessing or using the Auditra platform, website, or Gap Assessment tool operated by **Auditra by Infortex** ("Infortex", "we", "us"), you agree to be bound by these Terms of Service ("Terms") and our Privacy Policy.

If you are entering into these Terms on behalf of a clinic, corporation, or other organization, you represent that you have the authority to bind that organization. References to "you" include both the individual user and the subscribing organization.

If you do not agree to these Terms, you must not use Auditra. Use of the platform constitutes your acceptance of these Terms in their current form.

02

Definitions

- **"Platform" or "Service"** — the Auditra web application, Gap Assessment tool, and all related features, APIs, and content provided by Infortex
- **"Subscriber"** — any individual or organization with an active paid or trial Auditra subscription
- **"User"** — any person who accesses the platform under a Subscriber's account, including staff members

- **"Subscriber Data"** — all compliance documents, policies, audit logs, training records, and other content uploaded or created by a Subscriber within the platform
- **"PHI"** — personal health information as defined under the Personal Health Information Protection Act (PHIPA), Ontario
- **"Health Information Custodian" or "HIC"** — as defined under PHIPA s.3; typically the subscribing clinic or organization

03

The Service

Auditra by Infortex is a PHIPA compliance management platform providing tools including privacy policy templates, staff training record management, breach response workflows, audit log monitoring, and vendor agreement tracking. The platform is designed to assist Ontario clinics and PHI-handling organizations in building and maintaining compliance documentation.

Not legal advice. Auditra is a software tool, not a law firm. The platform, its templates, guidance content, and assessment results do not constitute legal advice and do not create a solicitor-client relationship. Compliance with PHIPA is the sole responsibility of the Health Information Custodian. Infortex strongly recommends that subscribers retain qualified legal counsel to review their PHIPA compliance program.

Infortex reserves the right to modify, suspend, or discontinue any feature of the Service with reasonable notice to active subscribers.

04

Account & Access

To access the Auditra platform you must create an account with accurate and complete information. You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activity that occurs under your account, whether authorized by you or not
- Promptly notifying Infortex of any suspected unauthorized access at privacy@auditra.ca
- Ensuring all Users added to your account have read and agree to these Terms

Accounts may not be shared between organizations. Each subscribing clinic or organization requires its own account. You may not transfer your account to another party without prior written consent from Infortex.

05

Subscriptions & Fees

Auditra by Infortex is offered on the following subscription tiers:

| Plan | Price (CAD + tax) | Locations | Highlights |
|---------------------------------|-------------------|-----------|--|
| Ordinary Clinic | \$29.99/month | Single | 4 of 8 modules |
| Elegant Clinic | \$39.99/month | Up to 3 | All Ordinary features + additional modules |
| Paramount Clinic | \$99.99/month | Unlimited | Full module access |
| Sovereign Infrastructure | \$299.99/month | Unlimited | Full platform + FHT/enterprise features + dedicated account management |

- **Billing.** Subscriptions are billed monthly in advance on the anniversary of your signup date. Payment is processed by Stripe. By subscribing, you authorize Infortex to charge your payment method on a recurring basis until you cancel.
- **Free trial.** New accounts receive a 14-day free trial. No credit card is required to start a trial. At the end of the trial period, you must subscribe or your account will be suspended. Trial data is retained for 30 days after suspension.
- **Cancellation.** You may cancel your subscription at any time from your account settings. Cancellation takes effect at the end of the current billing period. We do not provide refunds for partial months.
- **Price changes.** Infortex will provide at least 60 days written notice before increasing subscription fees for existing subscribers.

06

Acceptable Use

You agree to use Auditra only for lawful purposes and in accordance with these Terms. You must not:

- Use the platform to store, process, or transmit actual patient health records or personal health information beyond what is incidentally contained in compliance documentation
- Attempt to gain unauthorized access to any part of the platform or its underlying infrastructure
- Upload content that infringes third-party intellectual property rights, is defamatory, or contains malware
- Reverse engineer, decompile, or attempt to extract the source code of the platform
- Resell or sublicense access to the platform without written authorization from Infortex
- Use the platform in any way that could damage, overburden, or impair its availability to other users
- Misrepresent your identity, clinic name, or compliance status when using the platform

Violation of these terms may result in immediate account suspension without refund.

07

Your Data

You own your Subscriber Data. Infortex does not claim ownership of any compliance documents, policies, records, or other content you create or upload to the platform.

By uploading Subscriber Data, you grant Infortex a limited, non-exclusive licence to host, store, and process that data solely for the purpose of providing the Service to you.

- **Data portability.** You may export your Subscriber Data at any time in PDF or CSV format. Upon cancellation or termination, Infortex will make your data available for export for 30 days before deletion, subject to mandatory legal retention requirements.
- **Backups.** Infortex maintains automated daily backups of all Subscriber Data with a 30-day retention window. However, you are responsible for maintaining your own copies of critical compliance documentation.

All Subscriber Data is stored exclusively on Microsoft Azure Canada Central servers in Toronto, Ontario. **Data never leaves Canada.** See our Privacy Policy for full details.

08

Intellectual Property

The Auditra platform, including its software, design, user interface, policy templates, assessment tools, documentation, and all associated intellectual property, is owned by Auditra by Infortex and protected by Canadian copyright law and applicable international treaties.

Your subscription grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the platform for your internal compliance purposes. This licence does not grant you any ownership rights in the platform or its content.

Policy templates and compliance document frameworks provided by Auditra are licensed for your use within the platform. You may adapt and use them internally within your organization. You may not publish, resell, or distribute them as standalone products.

"Auditra", "Infortex", and associated logos are trademarks of Auditra by Infortex (Infortex Inc.). You may not use our trademarks without prior written consent.

09

Warranties & Disclaimer

Infortex warrants that:

- The platform will perform materially in accordance with its documentation
- Infortex will implement reasonable security measures to protect Subscriber Data
- Infortex will not sell Subscriber Data to third parties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFOTEX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN PARTICULAR, INFORTEX DOES NOT WARRANT THAT USE OF AUDITRA WILL RESULT IN FULL PHIPA COMPLIANCE, PREVENT AN INVESTIGATION BY THE INFORMATION AND PRIVACY COMMISSIONER, OR ELIMINATE LEGAL LIABILITY. COMPLIANCE IS ULTIMATELY THE RESPONSIBILITY OF THE HEALTH INFORMATION CUSTODIAN.

10

Limitation of Liability

To the maximum extent permitted by Ontario law, Infortex's total aggregate liability to you for any claims arising out of or related to these Terms or use of the Service shall not exceed the greater of:

- The total subscription fees paid by you to Infortex in the **12 months preceding the event** giving rise to the claim, or
- **\$500 CAD**

In no event will Infortex be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, data loss, business interruption, regulatory fines, or loss of goodwill, even if advised of the possibility of such damages.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability; in such cases these limitations apply to the fullest extent permitted by law.

11

Indemnification

You agree to indemnify, defend, and hold harmless Auditra by Infortex, its directors, officers, employees, and contractors from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the platform in violation of these Terms
 - Your violation of any applicable law or regulation, including PHIPA
 - Content you upload to the platform that infringes third-party rights
 - Any breach of your representations or obligations under these Terms
 - Any claim by a patient or regulatory authority arising from your clinic's compliance practices
-

12

Suspension & Termination

- **By you.** You may terminate your subscription at any time from your account settings. Your access continues until the end of the paid billing period.

- **By Infortex for cause.** Infortex may suspend or terminate your account immediately, without refund, if you materially breach these Terms, use the platform for any unlawful purpose, pose a security risk, or fail to pay subscription fees after 14 days of the due date.
- **By Infortex for convenience.** Infortex may discontinue the Service by providing 90 days written notice to all active subscribers, with a pro-rated refund of prepaid fees.
- **Effect of termination.** Upon termination, your access to the platform ceases. Your Subscriber Data remains available for export for 30 days, after which it will be deleted subject to mandatory legal retention requirements.

13

Service Availability & Support

Infortex targets **99.5% monthly uptime** for the Auditra platform, excluding scheduled maintenance. Scheduled maintenance windows will be announced with at least 48 hours notice via the platform dashboard and email.

Support is provided by email during Ontario business hours (Monday–Friday, 9am–5pm EST). Response time targets:

| Issue Type | Response Target |
|--|--|
| Critical issues (platform inaccessible) | 4 business hours |
| Standard support | 1 business day |
| Enterprise subscribers | Priority response with dedicated account manager |

Infortex is not liable for downtime caused by third-party services (including Microsoft Azure), force majeure events, or your own network or device issues.

14

Modifications to Terms

Infortex reserves the right to modify these Terms at any time. For material changes, we will:

- Provide at least **30 days written notice** to all active subscribers by email
- Display a prominent notice within the platform dashboard
- Update the "Last updated" date at the top of this page

If you object to any changes, you may terminate your subscription before the effective date of the change. Continued use of the platform after the effective date constitutes acceptance of the revised Terms.

15

Governing Law & Disputes

These Terms are governed by and construed in accordance with the laws of the **Province of Ontario** and the federal laws of Canada applicable therein, without regard to conflict of law principles.

Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Ontario. You irrevocably consent to the personal jurisdiction of such courts.

Before initiating formal legal proceedings, both parties agree to attempt to resolve any dispute through good faith negotiation for a period of 30 days following written notice of the dispute.

16

Contact Us

For questions about these Terms, billing inquiries, or to provide notice under these Terms, contact Auditra by Infortex:

| | |
|----------------------|--|
| Company | Auditra by Infortex (Infortex Inc.) |
| Email | privacy@auditra.ca |
| Address | 6-2557 Dougall Avenue, Suite 518, Windsor, Ontario, Canada N8X 1T5 |
| Response Time | 1–2 business days for legal inquiries |

Infortex Inc. and Auditra are not a law firm and do not provide legal advice. All PHIPA and PIPEDA guidance is informational only. Consult a qualified privacy lawyer for formal legal advice. © 2026 Infortex Inc. All rights reserved.