

Terms of Use

Effective Date: October 14, 2025

1. Introduction

Lung Games International Inc. (“LungGames”) is a Canadian-based company that provides *breathing-powered interactive gaming*,TM using a spirometer as the game controller, that is designed to support inclusive respiratory health in children and adults. These games are made to teach proper spirometry technique and breathing exercises while providing a tool that allows for patients, parents, caregivers and healthcare providers to monitor lung function and assist in lung rehabilitation for peace-of-mind.

Our Vision is a world where lung health is Accessible, Affordable and Fun!

These Terms of Use (“Terms”) govern your access to and use of our website, software applications, and related services (collectively, the “Services”), as described on our website.

It is important that you carefully read the information provided in these Terms as well as our [Privacy Policy](#).

By clicking on the “Accept” button or checkbox, or by accessing or using our Services or otherwise indicating your acceptance electronically, you confirm that you are of at least 18 years of age and have the authority to enter into this agreement and be bound by the obligations of these Terms. You must NOT use the LungGames Services if you do not agree to these Terms.

2. Services

2.1 Who may use the Services?

You must be 18 years or older to create an account or register a child. Our services are intended for use by adults, or children under 18 years of age who are under the guidance and oversight of parents and legal guardians.

If you are registering a child, you confirm that you are the child’s legal guardian and consent to the child’s use of the Services.

2.2 How do I Access the Services?

Subject to these Terms and payment of the subscription fee, you must register and create an Account to access the games on the LungGames website. Creating an Account will allow you to register each user of the game within your account. By creating an Account, you enter into a legally binding Agreement with LungGames and agree to be bound by these Terms, including usage restrictions, our Privacy Policy, and any applicable laws in your and the user's jurisdiction.

Once you have created an Account, registered the user(s), and provided full payment for each user, you can download the software application onto your tablet or smartphone from the provided link. The application will automatically include all registered users and can be downloaded to as many compatible devices as required. You are responsible for obtaining a spirometer that meets the requirements of the software application. Full instructions are available on the LungGames website.

You are responsible for obtaining and maintaining, at your expense, all equipment (including the spirometer), software, and internet access needed to use the Services. Your use of the Services during your selected Subscription Period are subject to the Terms specified in this Agreement and your selected Subscription.

You must not use or access the Services if you are a person or entity that is a citizen or resident of, or located in, a country that is subject to trade sanctions, embargoes, or other restrictions under the laws of Canada, the United States, or the country in which you are located. By using the Services, you represent and warrant that neither you nor any of your Registered Users are located in, under the control of, or a national/resident of any country or region subject to such sanctions or embargoes.

2.3 Updates and Term

LungGames may (at our sole discretion) update functionality or provide new functionality. Updates will be notified on our website and downloadable if they relate to software applications.

We may update these Terms from time to time. Significant changes will be communicated prominently on our website. Continued use of the Services after changes are posted means that you accept the changes.

This Agreement and the Terms begin when you download the LungGames software and will continue until terminated by you or LungGames in accordance with these Terms.

3. Fees

3.1 What are the fees?

Subscription fees are posted on our website for our various Services by Subscription Period and will change periodically. Fee changes will only take effect at the expiry of your selected Subscription Period and the beginning of the next. Changes will be notified on our website at <https://lung-games.com>.

Fees and any applicable taxes are charged and paid in local currency (CAD if Canada, and USD if US) and must be paid in advance of accessing our Services. If you are accessing our Services from any country other than Canada or the US, fees and any applicable taxes are paid in USD.

Subscriptions automatically renew at the end of the current active Subscription Period unless you cancel your subscription before the end of the current active Subscription Period.

4. Use and Restrictions

4.1 How may I use LungGames Services?

Subject to the terms and conditions of this Agreement, you are granted a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services for your personal use during the Subscription Term solely within the permitted features and functionalities of the Services, based on your selected Subscription and Subscription Period.

This means that you must:

- a) Comply with all laws and obligations within your jurisdiction and those of Canada as it relates to these Terms and your use of LungGames Services
- b) Comply at all times with LungGames' Terms of Use and related policies posted at <https://lung-games.com> that may be notified to you periodically
- c) Consent to the sharing of personal and personal health information, as it relates to yourself and/or any of your registered users, with LungGames for the purposes stated in **Section 7** below.
- d) Keep all usernames, passwords, or other access credentials to the Services secure and confidential, and you are solely responsible for all activities that occur under your or your registered users' accounts or using your or your registered users' credentials
- e) Ensure your and your Registered Users' records and information relating to payment and health parameters that affect the operation of the game are truthful

- f) Reasonably cooperate and comply with LungGames in all matters relating to your use of the Services or any reasonable request for information, documents, approvals, or authorizations required to provide the Services and ensure the information you provide is complete and accurate
- g) Notify LungGames immediately if you become aware of any actual or possible defect as it relates to safety, quality, performance or presentation of the LungGames Services or related services or if you become aware of any problem that could cause harm to Registered Users, or any suspected or unauthorized access to or use of your or your registered users' account or Services, or complaints reported by anyone as it relates to the LungGames Services. Notifications should be made to info@lung-games.com

And other than permitted under these Terms, you must NOT:

- a) Access or use the Services in any manner or for any purpose other than that permitted by LungGames under this agreement
- b) Frame, mirror or otherwise reproduce or distribute, sub-license or transfer all or any part of the Services or its content to any other person
- c) Grant any security interest over LungGames
- d) Decompile, disassemble, reverse engineer, or attempt to derive the source code of, or decrypt the Services or the Platform or Database or any Software component of the Services or any Software to which the Services may be linked
- e) Alter, customize, modify, copy, reproduce, transmit, publish, licence, sell any content from or create any derivative works of LungGames or its Services
- f) Expose LungGames or any data related or linked to the Services to any reasonably avoidable cyber risks
- g) Remove, obscure or alter any proprietary notices, such as copyright or trademarks, displayed on LungGames or its Services
- h) Supply inaccurate information or misinformation to LungGames or any other person through LungGames Services
- i) Use any robot, spider, scraper, crawler, or other automated means to access or extract data from the Services, or engage in any data-mining or data-gathering activities on the Services, except that you may export or download your own data from the Services as intended within the permitted features and functionalities of normal operations to manage your or your registered user's health.
- j) Access or use the Services for the purpose of developing or enhancing a competing product or service, or copy any ideas, features, functions or graphics of the Service for competitive purposes
- k) Misuse the Services or interfere with other users
- l) Attempt to access another user's data
- m) Use the platform to support diagnostic or treatment purposes unless you are a healthcare provider or are advised and under the supervision of your healthcare provider
- n) Act in any way that would adversely affect the reputation of LungGames

- o) Act in any way that is unlawful or prohibited in any jurisdiction as it applies to LungGames or the use of the Services

4.2 Third-party hardware, functions and services

LungGames Services may require the use of hardware, devices, software, data, applications, services or content that is provided to LungGames by third parties or linked to third parties ("*Third-Party Functions*"), including spirometers.

You agree to comply with all reasonable additional terms and conditions related to using Third-Party Functions that will be notified periodically to you by LungGames. You will need to agree to comply with the additional terms, in order to continue to use the LungGames Services.

LungGames is not responsible for Third-Party Functions, except as it relates to connectivity with the LungGames software applications. Third-Party providers, including spirometer providers, are responsible for the functioning of their hardware and services, and should be contacted directly for related support.

4.3 Termination of Use

LungGames reserves the right to suspend or terminate access to the Services at our discretion, and if you breach these Terms or use the Services in an unauthorized way.

If the unauthorized use relates to any restrictions or unlawful activity under Section 4.1, this may also be reported to the Authorities for further investigation.

You may terminate your use of the Services by cancelling your subscription through your Account. The cancellation will become effective at the end of your then-current subscription.

LungGames will not refund any fees or amounts that you have paid.

4.4 Linkages to Other Partner Sites and Resources

LungGames may provide links to websites and other resources which may include education and community programs ("*Partner and Third-Party Resources*"). Unless otherwise stated on the LungGames website, we do not endorse nor are we responsible for the content of *Partner and Third-Party Resources* and do not control any related rights of those resources. It is suggested that you read the Terms and Conditions of *Partner and Third-Party Resources* before accessing them.

5. Parental / Legal Guardian Consent and Responsibility

Parents and Legal Guardians are solely responsible for supervising and managing their child's use of the Services and providing consent.

You must ensure all personal and health information provided is accurate. You may revoke consent and request deletion of your child's data at any time by contacting us at info@lung-games.com.

6. Intellectual Property

Except for the rights expressly granted to you under this Agreement, LungGames owns or licenses from third parties and LungGames (and its suppliers or licensors, as applicable) retains all rights, title, and interest in and to the LungGames platform, technology and Services, and all content, data, software, inventions, know-how, copyright, designs, patents, trademarks and other intellectual property provided or made available by LungGames through the Services. This includes any and all modifications, enhancements, or derivatives of the foregoing, and all intellectual property rights therein.

You or your Registered Users do not acquire any ownership interest in the Services or LungGames Technology under this Agreement or through use of the Services. LungGames' name, logo, key phrases and all product and service names associated with the Services are trademarks of LungGames or its affiliates, and no license or right to use them is granted through this Agreement.

Should you or your Registered Users provide any suggestions or feedback to LungGames about the Services, you agree to grant LungGames authority to use and exploit the feedback for its business purposes and to improve the LungGames Services at its discretion, without restriction, obligation or compensation to you or your Registered Users. This provided feedback will not be considered Confidential Information.

7. Privacy, Data Use and Data Protection

Please also read the LungGames [Privacy Policy](#) for further information.

LungGames has been designed in alignment with privacy-by-design and data minimization principles. We are committed to protecting the privacy and personal health information of all users in compliance with the European Union General Data Protection Regulation (GDPR), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), the Ontario, Canada Personal Health Information Protection Act (PHIPA), and the United States Health Insurance Portability and Accountability Act (HIPAA).

7.1 Types of Personal Information/Data We Collect and How We Use It

LungGames only collects the minimum amount of data needed to provide You and your Registered Users with Services.

When You (Adult User, Parent or Legal Guardian) register and create an Account with LungGames, we need to collect information about you, including personal information, such as your name, address, email, phone number, place of employment and insurance carrier information (if applicable), and payment details (“*Registration Information*”). This information is used and disclosed for the purposes of operating our business, LungGames, and the Services, as described in these Terms. It is also used by you to manage your profile and the profiles of your Registered Users. This information should be kept current to ensure proper operation of your Account.

When a Registered User is added to your LungGames Account, LungGames collects minimal personal data, including birth date, sex at birth, height, weight, health-related data on lung function. This information (“*health information*”) is used to calculate the correct targets for lung function measures (predicted normal values) that are used to compare to the air flow coming through the spirometer when the Registered User breathes air in and blows air out. These predicted normal values are different based on the age, height, sex and weight of the Registered User and are needed to ensure the game operates properly to progress the Registered User through the levels. Recent data indicate that race should not influence normal values, so this information is not needed for calculations. However, we do collect this data so we can understand if our games are accessible to all populations. You are not required to enter your ethnicity information to use LungGames.

A Registered User or their Parent / Legal Guardian may also choose to share the health information with a healthcare professional involved in the care of the Registered User.

Health Information is also anonymized and captured in an aggregate database for data analytics to provide and improve functionality, and for research purposes. LungGames will take all reasonable steps to prevent reverse-engineering, re-identification, or the ability to link the de-identified information back to you or your Registered Users by third parties.

We may also disclose personal information to third parties that help us deliver our Services, improve the LungGames functionality, process payments or as required by law.

7.2 Account Security

When you register and create an Account with LungGames, you choose your username and password. You are responsible for keeping this information secure and for all use and activity on your Account and that of your Registered Users as it relates to LungGames.

You are responsible for activating your multi-factor authentication to increase the security of your Account. LungGames accounts will not be activated without multi-factor authentication.

7.3 Data Storage and Security

All data collected by LungGames is encrypted using industry best practices when it is stored at rest and when it is in transit to and from our database.

Our database is hosted only in countries with strong privacy laws, specifically Canada, the US or the EU.

Access to your identifiable information is limited to authorized persons on a need-to-know basis. We have implemented audits logs that are regularly reviewed so we can immediately identify if anyone has accessed your information in an unauthorized manner.

7.3 Your Rights

You have the right to access your or your Registered User(s)' data, correct or update data, request the deletion of data, withdraw your consent, or file a complaint with the Privacy Authority in your jurisdiction.

To make a request, or for more information on our Privacy practices, please contact us at privacy@lung-games.com.

Please see our Privacy Policy for more information.

7.4 Consent

By providing your (and your Registered Users') personal information and data (see Section 5) to LungGames, you consent to the collection, use, storage and disclosure of the information as outlined in these Terms and in the LungGames [Privacy Policy](#).

If you do not provide this information, LungGames is unable to provide the Services to you.

8. No Medical Advice

The LungGames Services are **not a substitute for professional medical advice, diagnosis, or treatment**. The games **cannot be used on their own for diagnosis** and your healthcare provider will need much more information from you to properly assess and diagnose the Registered User's medical condition. The LungGames services are intended to be used for teaching and for monitoring under the oversight of a qualified healthcare provider or to provide a qualified healthcare provider with information that will assist with

their diagnosis of a medical condition. Always consult a qualified healthcare provider with any questions about a medical condition.

LungGames makes no representation or warranties respecting, and is not liable for any treatment, action or suitability decisions made by you, your healthcare provider or any other person based on the use of the Services or any Third Party hardware, functions or services.

9. Jurisdiction

These Terms are governed by the laws of Canada and the province of Ontario, Canada.

These Terms are also governed, as they relate to privacy and security of data, by the laws of the jurisdiction in which the user resides:

EU – GDPR and the country data protection laws

Canada – PIPEDA and PHIPA

US – HIPAA and state data protection laws

10. General

If LungGames is partially or fully precluded from complying with our obligations under these Terms due to events or circumstances that are beyond our control, our obligations under these Terms are suspended for the duration of the delay and we are not liable for failure to perform these obligations.

11. Contact Information

For questions about these Terms, privacy rights, or data handling practices, or to request access to your data and for any data complaints, contact:

Lung Games International Inc.

Nancy Lum-Wilson, CEO

privacy@lung-games.com

If you have a complaint about the handling of the personal information, you may also file a complaint with your local data protection or privacy authority