**Website Terms of Use**

Last Updated: Jan 2023

**Your Acceptance of these Terms of Use**

Please read these terms of use (“Terms of Use”) carefully before using the Website as they represent a binding agreement between Canadian Therapy Inc. (referred to as “CT”, “we”, “us”, or “our”) and you (“you”, “your’) in using our website found at www.canadiantherapy.com, including:
1. all webpages forming part of that website (“Webpages”); and
2. any other websites, digital properties, audio offerings, mobile applications and/or mobile enabled sites that are owned and/or operated by CT and that do not have separate terms and conditions;

(collectively, the “Website”).

Webpages may contain policies or terms that are specific to their content (e.g. payment terms), and, unless expressly stated otherwise, such policies and/or terms are in addition to and not a substitution for these Terms of Use.

**‍**You agree that these Terms of Use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

These Terms of Use were last updated on the “Updated” date indicated above.  We reserve the right, at our sole discretion, to modify these Terms of Use at any time.  Such modifications shall become effective immediately upon the posting thereof. You must review these Terms of Use on a regular basis to ensure you are aware of the then current terms of use. You can find the most recent version of these Terms of Use at: www.canadiantherapy.com/termsofuse

**Use of the Website**

We require you to follow the following simple rules when accessing or using the Website. You must not:
1. use the Website in violation of any applicable laws, rules or regulations. The Website is only intended for access and use by users located within Canada. If you access the Website from outside of Canada, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction;
2. interfere with or disrupt the Website or any of our computer systems, servers, networks, databases, software, hardware or equipment used by or for the Website;
3. interfere with the use or enjoyment of the Website by others;
4. introduce code which is disruptive or harmful to the Website or otherwise; or
5. attempt to gain unauthorized access to our computer systems, servers, networks, databases, software, hardware or equipment, including to: user-restricted areas of the Website; logins and passwords of others; or personal information and personal accounts of others.

CT grants you (as a permitted user of the Website) a limited, revocable, non-exclusive licence to access the Website for your own personal use and in compliance with applicable law.  Use of the Website beyond the scope of authorized access granted to you by these Terms of Use immediately terminates that licence.

Access and use of the Website may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. CT is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of the Website for any reason.

All rights not expressly granted by these Terms of Use are reserved to us, or, if applicable, our licensors.

Notwithstanding anything else contained herein, we reserve the right to refuse to provide access to the Website to anyone at any time for any reason, without any notice or liability.

**Your Privacy**

We respect your right to privacy. Please refer to our Website privacy policy available at https://www.canadiantherapy.com/privacypolicy.

**Trademark and Copyright Information**

Our Website contains content including, but not limited to, text, audio, images and other materials or elements (collectively “Content”).  Content displayed on or through the Website is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website or the collective work, and/or copying or reproducing the Website or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without our express written consent.

You agree not to reproduce, duplicate or copy content from the Website without the express written consent of CT, and agree to abide by any and all copyright notices displayed on the Website. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Website. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Website.

**Cookies**

A cookie is a small data file that Web sites often store on a computer's hard drive when their sites are visited. A cookie may contain information (such as a unique user ID), that is used to track the pages of the Website visited.  CT may use cookies to enhance your experience while navigating our Website by storing and tracking your preferences. Your browser is probably set to accept cookies. If you choose to have your browser refuse cookies, it is possible that some areas of the Website will not function properly when you view them, and you may have to enter personal information every time you use the Website.

**Infringement Claims**

If any content posted on the Website infringes on your copyright, please provide notice of same by email to: care@canadiantherapy.com

CT investigates notices of alleged infringement and takes appropriate actions under applicable law.

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner of authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer’s fees.

**User Contributed Content**

The Website may allow you and others to submit content to the Website. In submitting content, you must be civil and respectful of others. In particular, you must not:

1. mislead us or anyone else as to your identity or the origin of the submitted content, or falsely claim to represent a person, organization or entity; or

2. post or transmit any message, content or link to content that:

a. you either do not own or do not have the necessary rights to post or transmit

b. is in violation of any applicable law, rule or regulation or any third party right, or promotes illegal activity or conduct that would contravene applicable law, rule or regulation or third party right;

c. is abusive, hateful, homophobic, discriminatory, malicious, aggressive, threatening, violent, sexist, harassing, inflammatory, indecent, tortious, defamatory, knowingly false, misleading, deceptive, vulgar, obscene, offensive, scandalous, sexually explicit, profane, offensive or otherwise objectionable;

d. incites hatred, racism, bigotry or physical harm of any kind;

e. is unsolicited or unauthorized, such as unsolicited or unauthorized advertising, promotional material, “chain letter”, “spam”, “junk mail”, “pyramid scheme” or any other form of solicitation (whether or not commercial in nature);

f. is in breach of any confidence;

g. includes personal data or information about others; and

h. may results in us being liable to anyone else under any intellectual property rights law.

By submitting your content, you agree that CT may use the content that you submit and to permit others to do the same; in both cases, without the need to give you notice, acknowledgement or payment (except in the case of personal information, in which case CT’s rights will be subject to the terms of the Privacy Policies, as applicable). You also agree to waive your moral rights as an author under copyright law in the submitted content.

While we may moderate certain interactive portions of the Website, we are not required to, nor should you expect that we will, take action in response to any content posted on the Website. The views expressed by others represent their own views and are not endorsed or approved by us, nor do we endorse or approve any events or other activities posted by a user.

We reserve the right not to post any content that you submit, and to remove, edit or move, at any time, any content submitted and posted on the Website which does not comply with these Terms of Use or for any other reason that we determine appropriate.

We will cooperate with law enforcement officials and comply with any court order with respect to any claim or investigation due to any content posted or activity that you undertake on our website and will provide such content and provide information regarding your identity as well as other relevant information.

**Third Party Websites & Social Media Platforms**

Links to websites and social media platforms not under CT’s control are provided for your convenience only (“Third Party Websites”). CT disclaims any and all liability for Third Party Websites. We are not responsible for the accuracy or reliability of the content of Third Party Websites. We do not offer any guarantee and are not responsible for the information found through the Third Party Websites. We also do not endorse the Third Party Websites or their content. Neither these Terms of Use nor the Privacy Policies apply to any Third Party Websites.  You should review the terms of use and privacy statement of any Third Party Websites before providing any personal or other information.

**Disclaimer of Warranties and Liability**

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK.  YOU AGREE THAT WEBSITE AND WEBPAGES, ALONG WITH THE CONTENT AND ARTICLES PROVIDED ON THE WEBSITE AND WEBPAGES ARE PROVIDED “AS IS” AND ARE NOT TO BE CONSIDERED,OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. CT IS NOT A HEALTHCARE PROVIDER. IF YOU ARE IN NEED OF EMERGENCY MEDICAL CARE /TREATMENT, OR YOU OR SOMEONE IS IN CRISIS OR DANGER OF HARM, CALL 911 OR PROCEED TO YOUR NEAREST EMERGENCY ROOM. THE WEBSITE AND WEBPAGES (INCLUDING ALL CONTENT AND ARTICLES PROVIDED ON SAME) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.UNDER NO CIRCUMSTANCES WILL CT OR ITS SUBSIDIARIES AND AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, CONTRACTORS,SUCCESSORS OR ASSIGNS, HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL,INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, AND INCLUDING WITHOUT LIMITATION TO ANY LOSS OF PROFIT, COSTS, EXPENSES, HARM TO BUSINESS,BUSINESS INTERRUPTION, REPUTATION, LOSS OF INFORMATION OR PROGRAMS OR DATA,LOSS OF SAVINGS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF TANGIBLE OR INTANGIBLE PROPERTY, LEGAL FEES OR LEGAL COSTS, WASTED MANAGEMENT OR OFFICE TIME OR DAMAGES OF ANY KIND WHATSOEVER), WHETHER BASED IN CONTRACT, TORT,NEGLIGENCE OR ANY OTHER LEGAL BASIS, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR WEBPAGES, ANY THIRD PARTY WEBSITE (INCLUDING WITHOUT LIMITATION ANY DAMAGES SUFFERED AS A RESULT OF THE USE, INABILITY TO USE, FAILURE OF, OR ANY OMISSIONS OR INACCURACIES IN, THE WEBSITE OR WEBPAGES, ANY THIRD PARTY WEBSITES, OR ANY OF THE SERVICES OR CONTENT OF THE FOREGOING), EVEN IF CT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, OR IF SUCH DAMAGE OR LOSS WAS FORESEEABLE.
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You will be solely responsible and liable for any and all loss, damage, and additional costs that you, CT or any other person may incur as a result of your submission of any information on or through this Website

**Indemnity**

You agree to indemnify and hold CT, its subsidiaries and affiliates, and their respective  directors, officers, employees, shareholders, agents, contractors, successors and assigns,  harmless from any claim or demand, including reasonable legal fees and court costs, made by you or any third party due to or arising out of content you submit or make available through the Website, your use of the Website, your violation of these Terms of Use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

**General Matters**

These Terms of Use constitute the entire agreement between you and CT regarding your use of the Website, superseding any prior agreements between you and CT. These Terms of Use and the relationship between you and CT under these Terms of Use shall be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein) without regard to its conflict of law provisions. CT agrees and you also agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of CT to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.