

## TERMS OF USE

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NONE OF THE INFORMATION CONTAINED OR POSTED ON THIS WEBSITE CONSTITUTES MEDICAL ADVICE OR ENDORSEMENT OF ANY PARTICULAR PHYSICIAN, SPECIALIST, SURGEON OR SERVICES OFFERED BY SUCH PHYSICIAN, SPECIALIST, SURGEON AND YOU AGREE THAT SUCH INFORMATION CANNOT BE USED OR RELIED UPON AS SUCH.

THIS POLICY IS EFFECTIVE AS OF February 1, 2020.

### 1. ACCOUNTS AND REGISTERED USERS

Certain portions, components, content and features of this Website are only available to Users who register with Medtimesaber and create a user account on the Website (each, a "**Registered User**"). You must provide an email address that is operational and capable of sending and receiving communications.

A Registered User may create and maintain no more than one account to post content and information on his / her or its own behalf. A user must create their account personally and manually and may not create accounts by any automated means.

If you become a Registered User, then you agree to the following:

- (i) You confirm acceptance of these terms of Use
  - a. you have no ownership rights in the Website; and
  - b. you only have a limited license to use the Website.
- (ii) Creating an Account will require Users to provide certain information including your full name, office address, area of practice, telephone, fax, email, preferred practice area and hospital privileges. The information you provide must be true, accurate,

current and complete. If the information provided is false, incomplete or not current, Medtimesaber has the right to suspend or terminate your account.

- (iii) Your use of the Website will not violate any applicable law or regulation in the province, territory, state or country from which you are accessing the Website.
- (iv) Registered Users will receive a password and account designation upon completing the Website registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Medtimesaber of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.
- (v) Medtimesaber may from time to time send email communications related to your registration in order to keep you updated about important changes to the Website, these Terms of Use, our Privacy Policy etc.
- (vi) As a Registered User of the Website, you agree that you are responsible for managing your privacy and email settings. You are solely responsible for maintaining the confidentiality of your password on your account and shall be solely responsible for all activities that occur under your account. Medtimesaber shall not be liable for any loss, injury or damage, arising from any Registered User's negligence of their account security, including but not limited to, forgetting to log out of the account, providing login details to others or other acts or omissions of the Registered User.

When signing up as a Registered User to access certain features of this Website, or to participate in certain activities run on or through the Website, you represent and warrant that any information you provide about yourself is true. You also warrant that you will maintain and promptly update your information to keep it true and current.

## **2. USER CONDUCT, RESPONSIBILITIES AND WARRANTIES**

In using the Website, Users shall not:

- (i) Use the Website in a manner that is contrary to any local, national, international law or public policy;
- (ii) Disrupt or threaten the integrity, operation or security of the Website or the servers on which it is hosted, including attempting to gain access to any portions of the Website that you are not authorized to access or another Users account;

- (iii) Use the Website to impersonate, falsely state or misrepresent another person or entity, affiliation or qualifications;
- (iv) Reverse engineer, disassemble, decompile the Website, software or technology used in connection with the Website; or
- (v) Collect or store personally identifying information about other Users of the Website, for any purposes unrelated to the use of the Website.

You agree that you will not post, upload, make accessible or transmit on or through the Website any content or links to content that is illegal, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of privacy, hateful, degrading, intimidating towards an individual or group of individuals based on race, sex, gender, religion, ethnicity, sexual orientation, age or disability.

The User agrees to access the Website using only authorized means. Further, the User shall assume sole responsibility for any authorized or unauthorized access to and use of the Registered User's account. This shall apply whether the User or another individual is physically accessing and using the Website and its information or services. Any activity conducted on the Registered User's account is deemed to be performed by the Registered User. THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS MEDTIMESABER, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY ACTION, CLAIM, CAUSE, DEMAND, DAMAGE, DEBT OR LIABILITY INCLUDING REASONABLE COSTS AND LAWYER'S FEES, ASSERTED BY ANY PERSON, ARISING OUT OF THE USER'S USE OF THE WEBSITE, ITS SERVICES OR INFORMATION.

### **3. USING CONTENT**

The Website content (the "**Content**") includes, but is not limited to, any and all information, contents, links, reports, text, publications, articles, opinions, physician specialties, practice areas, addresses, contact information, emails, images, code, web pages, files, company names, logos, the selection and arrangement of information, or other materials contained on or in the Website.

The Content includes materials Medtimesaber has contributed to the Website, or others have contributed on behalf of Medtimesaber. It also includes materials Registered Users of the Website have contributed.

Any Registered User who contributes Content to the Website is responsible for such Content. Although Medtimesaber may review the Registered User's Content from time to time and amend or remove any inappropriate Registered User Content, Medtimesaber is not obligated to do so, and therefore does not provide any representations, warranties or guarantees with respect to the Registered User's Content, its quality or its accuracy. Before using or relying on any Registered User's Content, you should take reasonable steps to verify its accuracy,

completeness or usefulness. You are using it at your own risk. Any views or opinions expressed by a User do not necessarily represent the views or opinions of Medtimesaber, its representatives or agents.

Medtimesaber reserves the right, in its sole discretion, to reject, refuse to post, remove or block access to any Content that is available via or on the Website at any time, without notice and without liability. Medtimesaber further reserves the right, in its sole discretion, to set limits on the type of information Registered Users may contribute.

The Content provided through Medtimesaber is for informational purposes only and are not intended to provide medical advice, recommendations, promote specific physicians, treatments, course of action, diagnosis and should not be relied upon in that or any respect. The Content, information and services provided on the Website do not create a patient-doctor relationship.

The Content, information, services and data are not intended in any way to be a substitute for your own research, review and professional medical advice. If you are a medical professional, you should exercise your own professional judgment before deciding to rely on any Content, information, data or services of this Website. If you are not a medical professional, the Content, information, data or services accessible by you on or through the Website cannot and should not replace professional medical advice.

Medtimesaber does not recommend or endorse any specific physician, specialist, surgeon, product, service, opinions or other information that may be accessed on the Website, or on any third-party website to which you can access from the links on the Website.

You may not be able to access all of the Content made available on the Website. Some Content as described above is made available only to physicians in good standing with the CPSO only.

#### **4. PRIVACY**

Medtimesaber operates the Website from within Canada; however, some content, information and data may be hosted in a foreign jurisdiction by Our third-party service provider(s).

Medtimesaber's use and disclosure of your personal information collected in association with the Website is subject to Medtimesaber's Privacy Policy, which is available at <https://s3-ap-southeast-2.amazonaws.com/wh1.thewebconsole.com/wh/9827/images/privacy-policy-Jan-2020.pdf>

#### **5. COMMUNICATIONS**

Upon becoming a Registered User with Medtimesaber, you will be sent a welcome email. Other emails may be sent to you from time to time by Medtimesaber, including account

verification emails, password reminder emails upon your request, and any other emails where you have requested assistance from us.

Medtimesaber may in the future transmit electronic marketing email, including recommendations based on your usage habits, introduction to new features, requests for feedback, newsletters or upcoming events. The User may opt-out of receiving such emails at any time offered by Medtimesaber via the “unsubscribe” list presented in such emails.

## **6. SITE UPDATES**

Medtimesaber undertakes no obligation to update, amend or clarify information on its Website, including without limitation, membership pricing, except as required by law. No specified update or refresh date applied to this Website should be taken to indicate that all information on the Website has been modified or updated. Please remember when reviewing information on this Website that such information may not represent the complete information available. In addition, subsequent additions, events or changes in circumstances may cause existing information on the Website to become inaccurate or incomplete.

On occasion, information and data on the Website may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related generally to information, data and content. Medtimesaber reserves the right to, at any time without prior notice, correct any errors, inaccuracies or omissions and to change or update information or revoke Registered Users if any information on the Website is inaccurate or false.

Medtimesaber also assumes no obligation to update the functionality of the Content, information, data or services of the Website. **If you choose to rely on any of the Content, information, data or services of the Website, you do so solely at your own risk.**

## **7. LINKS TO OTHER SITES**

By using the Website, you may encounter content or information that contain links to other sites as well as email links. These links are provided solely as a convenience to the User and the content or information might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful and inappropriate. Such other websites are independently developed by parties other than Medtimesaber and We assume no responsibility for the accuracy or appropriateness of the information contained in such sites.

The inclusion of any link to another site does not imply endorsement by Medtimesaber. Any mention of another party, company, its products, information or service on the Website should not be construed as an endorsement of that party, company, its products, information or service. If you choose to access such linked third-party web sites, you do so at your own risk.

## **8. DISCLAIMER**

The use or reliance of the Website or its contents is done at User's own risk. Neither Medtimesaber nor any other party involved in creating, producing or delivering the Website shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, or browsing the Website, or downloading of any materials, data, text or images from the Website, including, without limitation, damage to, or viruses that may infect, your computer equipment or other property as a result thereof.

Without limiting the foregoing, everything on the Website is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO THE ACCURACY, QUALITY OR COMPLETENESS OF THE CONTENT OF THE WEBSITE, NOR TO TITLE OR NON-INFRINGEMENT. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

This Website, content, information, and any services offered through the Website are intended to comply with Ontario provincial and Canadian federal laws and regulations. If you are a non-Canada based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in Canada. If you are a Canadian user, be advised that services, information or content accessed through this website may not comply with provincial or local regulations.

Medtimesaber does not warrant that the Website will continue to operate or will operate without interruptions or that it will be error-free or that it is secure or is free from viruses or other harmful code. Medtimesaber is not responsible for any changes or additions made to the content or information by any third-party.

## **9. INTELLECTUAL PROPERTY**

You agree that the Website and the Content may contain proprietary content, information and material that is protected by intellectual property and other laws, which may include copyright, trademark, patents or other proprietary rights. The use of the Website does not convey to you any rights of ownership in or related to the Website, Medtimesaber, the business or any other intellectual property rights owned by Medtimesaber or a third-party, whether by estoppel, implication, waiver or otherwise.

Names, phrases, words, titles, logos, graphics, designs or images used by Medtimesaber throughout the Website and Contact may be trade names, operating name, registered or unregistered trademarks of Medtimesaber (the "**Marks**"), its subsidiaries, affiliates or licensors, individuals or other entities. Any use of the Marks without express written consent of the owner of the Marks is strictly prohibited.

## **10. VIOLATION OF THESE TERMS OF USE**

Should you violate these Terms of Use or Medtimesaber's other rights, Medtimesaber reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, restricting or removing Registered User's access to any or all parts of the Website.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL MEDTIMESABER, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE WEBSITE, YOUR USE OF ANY THIRD PARTY SITE, OTHER USERS OF THE WEBSITE, OR THE ACTIONS OF ANY THIRD PARTY, HOWSOEVER ARISING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Website is controlled and offered by Medtimesaber in Canada; however, Medtimesaber makes no representations that the Website are appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

WITHOUT LIMITING THE FOREGOING, THE LIMIT ON THE TOTAL CUMULATIVE LIABILITY OF MEDTIMESABER (OR THAT OF ITS REPRESENTATIVES) TO YOU OR ANY PERSON SHALL NOT EXCEED \$100.00 CANADIAN DOLLARS FOR ANY CLAIMS ARISING FROM OR RELATING TO ANY USE OF THE WEBSITE. THIS INCLUDES ANY CONTACT, INFORMATION, DATA, ANY USER-GENERATED CONTENT, ANY SERVICES OR THESE TERMS OF USE.

The limitations of the foregoing will apply regardless of the causes or circumstances giving rise to such claim, including, but not limited to, a claim based on breach of contract, negligence or other tort.

## **12. GENERAL**

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without regard to any conflict of law provisions. Any disputes or claims regarding these Terms of Use will be subject to the exclusive jurisdiction of the Courts of Ontario.

No term of these Terms of Use will be deemed to be waived by reason of any previous failure to enforce it. No term of these Terms of Use may be waived except in writing and signed by the party waiving enforcement.

Should any provision of these Terms of Use be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

These Terms of Use will not establish any relationship of partnership, affiliation, joint venture, employment, independent contractor, franchise or agency between Medtimesaber and you. Neither Medtimesaber nor you will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise provided in these Terms of Use.

### **13. CONTACT INFORMATION**

Questions about the Terms of Use should be sent to us by electronic mail at [contact@medtimesaber.com](mailto:contact@medtimesaber.com). Please put "Terms of Use" in the subject line.

Our mailing address is as follows:

867 Strouds Lane

Pickering ON L1V 7G1