

## WEBSITE TERMS OF USE

Last updated: April 8, 2023

### **1. User's Acknowledgement and Acceptance of Terms**

These are the Terms of Use for our website, effective as of April 8, 2023. By using our website, you agree to comply with these terms and any other written agreement between you and us. Additional terms may apply to specific services or products offered on our website.

If you do not agree to these terms, please exit our website.

We reserve the right to change these terms at any time, and your continued use of our website constitutes your agreement to any updated terms.

References to our "affiliates" include all parties involved in creating, producing, and/or delivering our website and its contents.

### **2. Description of Services and Website Information**

This website provides information about our audiology clinic and services, as well as educational resources and tools for hearing health.

However, our website is not a substitute for in-person office visits or personalized consultations. We encourage you to contact us directly for any personalized advice or consultation.

Please note that temporary interruptions and delays may occur on our website or third-party networks beyond our control. We reserve the right to modify, update, or remove any content on the website without notice.

### **3. Conduct on Website**

You agree to use this website for lawful purposes and to not engage in any conduct that may disrupt or harm the website or our users. You also agree to not attempt to access any unauthorized areas of the website or interfere with any other user's access to the website.

If you believe that any content on our website infringes on any proprietary rights, please follow the procedures described in Section 6.

You may not breach the security of another website or network or interfere with others' use of our website. Violators may face civil or criminal liability.

#### **4. Third Party Sites and Information**

Our website may contain links to third-party sites and references to their content or services, which we do not control. We are not responsible for the accuracy, legality, decency, or any other aspect of such sites, nor do we endorse or guarantee any products or services offered by them. These links and references are provided as a convenience and do not imply any association or endorsement by us. You acknowledge that accessing these sites is at your own risk and that some content may be inappropriate or offensive.

#### **5. Intellectual Property Information**

All content on this website, including but not limited to text, graphics, logos, images, and software, is the property of our clinic or our licensors and is protected by Canadian and international copyright and trademark laws. You may not use any content on this website without our express written consent.

#### **6. User's Materials**

Your communications with us through the Website, whether via electronic mail, form fill, or otherwise, will be treated as non-confidential and non-proprietary, subject to our Privacy Policy. Although you retain all rights to such communications or materials, you grant us and our affiliates a non-exclusive, perpetual, worldwide, and paid-up right to use, copy, modify, distribute, publish, display, adapt, translate, and perform such materials in any form or medium, regardless of whether such form or medium is currently known or unknown. Therefore, do not submit confidential or proprietary information through the Website, unless you intend to waive your rights to keep such information confidential and/or proprietary.

You are also required to comply with the rules of conduct in Section 3 above and respect the intellectual property rights of third parties when submitting content to us. By submitting content and materials to us, you agree to waive any claims, demands, or suits for infringement of any intellectual property rights related to such submitted materials.

If you believe that your copyright, trademark, or other property rights have been infringed by any posting on this Website, please notify our Designated Agent immediately. Such notification must include a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right allegedly infringed, identification of the copyrighted work claimed to have been infringed, and other information necessary to permit us to locate the infringing material. Our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below.

In no event shall you provide Protected Health Information (PHI) through this Website. We encourage you to contact us directly via phone or in person for any communication involving PHI.

## **7. Disclaimer of Warranties**

This website and its content are provided on an “as is” and “as available” basis, without any warranties of any kind, express or implied. We do not warrant that this website will be error-free, uninterrupted, or free from viruses or other harmful components.

We make no warranty that the Website materials will meet your requirements, be uninterrupted, timely, secure, or error-free, or that the results obtained from using the Website will be accurate or reliable.

We also reserve the right to make changes to the materials and services on this Website at any time without notice. Any damage to your computer system or loss of data resulting from your use of this Website is done at your own risk.

The materials on this Website may include sample or form agreements, letters, or other documents, but they are provided only as examples and do not constitute professional advice. Therefore, it is your responsibility to evaluate the accuracy, completeness, or usefulness of any information or content on this Website before relying on it. We are not liable for any loss or damages caused by your reliance on any information or advice obtained through this Website.

## **8. Limitation of Liability**

We will not be liable for any damages, whether direct, indirect, incidental, or consequential, arising from your use of this website or any content on this website.

## **9. Indemnification**

You agree to indemnify and hold us harmless from any and all claims, damages, losses, liabilities, and expenses arising from your use of this website or any breach of these Terms of Use.

## **10. Participation in Promotions**

Occasionally, third-party advertisements may be featured on this Website. You may engage in communication with, or take part in promotions offered by, the advertisers whose products are being advertised on this Website. Such communication or promotions, which may involve the purchase and payment of goods and services, as well as any other associated terms, conditions, warranties, or representations, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any aspect of such communication or promotion.

## **11. International Use**

This website is intended for use in Canada. Individuals who decide to visit this Website from other places do so at their own risk and must comply with their local laws. Any offer for a product, service, and/or information provided in conjunction with this Website is null and void in places where it is prohibited.

## **12. Termination of Use**

We reserve the right to terminate your use of this website at any time, without notice, for any reason.

## **13. Disputes**

These Terms of Use are governed by the laws of the province of Ontario and any disputes arising from these terms will be resolved in the courts of Ontario.

## **14. Notices**

All communication between parties must be in writing and can be sent via email or conventional mail. If sending a notice to us, it should be addressed to Customer Service at the email or mailing address specified on the Contact Us page of this Website. If sending a notice to you, it may be sent to the email address you provided during your account registration or the physical address you provided during your Registration Data.

Additionally, we may broadcast notices or messages through the Website to inform you of changes to the Website or other important matters, which shall constitute notice to you. Delivery of any notices or communication under these Terms of Use will be considered delivered to the party receiving the communication:

- (a) on the delivery date if given personally to the party,
- (b) two business days after being deposited with a commercial overnight carrier with written verification of receipt,
- (c) five business days after the mailing date, if sent by US mail and return receipt requested,
- (d) on the delivery date if transmitted by confirmed facsimile, or
- (e) on the delivery date if transmitted by confirmed email.

## **15. Other Terms**

The Website may offer certain services or products, such as blogs, bulletin boards, user portals, payment portals, or other systems that may be subject to additional or more specific terms, conditions, guidelines, or rules. While these general Terms of Use will apply to the Website as a whole, any specific terms for such services will take precedence over these Terms of Use in case of conflict or if these Terms of Use do not cover the topics addressed in the specific terms applicable to the services.

Additionally, any products or services offered by third parties through this Website will be subject to their respective terms and policies.

## **16. Entire Agreement**

These Terms of Use and Privacy Policy represent the complete agreement and comprehension between us regarding the utilization of this Website and replace all prior agreements and understandings between the parties concerning this matter.

## **17. Miscellaneous**

You are not allowed to transfer your rights and responsibilities under these Terms of Use to any third party, and any attempt to do so will be considered invalid. However, we are free to transfer our rights and responsibilities under these Terms of Use.

You agree not to sell, reproduce, copy, or use any part of this Website or its access for any commercial purposes.

If any part of these Terms of Use is considered invalid or unenforceable, that part will be interpreted in accordance with applicable law to reflect the original intentions of the parties, and the remaining parts will remain in effect.

Our failure to enforce or exercise any provision of these Terms of Use or related rights will not constitute a waiver of that right or provision.

## **18. Contact Information**

If you become aware of any violation of these Terms of Use by a user, please reach out to us using the contact details listed on the Website's Contact page.