

Terms of Use

TERMS OF USE POLICY

Updated: October 31, 2015

Welcome

Welcome to Family Health Clinic (“**FHC**”) website and online services (“**Website**” or “**Site**”), an online health information service on the Naturopathic Medicine and Midwifery Services available to our patients and the public (the “**Services**”). The information on this Site is for informational and educational purposes only, and should not be used as a substitute for consulting with a licensed health care practitioner.

Please read the Terms of Use (the “**Agreement**”) carefully. By accessing the Site and any of the corresponding services, you agree to acknowledge, accept and comply with the Agreement.

Use of the Site is subject to the following terms of use, including the Privacy Policy. We may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on our Website. You agree to review the Agreement regularly to be aware of such modifications, and your accessing or use of the Services constitutes your acceptance of the Agreement as it appears at the time of your access or use. From time to time, we may offer users of the Site the opportunity to participate in additional features or services through our Website. You may be required to enter into additional agreements, authorizations or terms before you can access such features or services.

No Representations or Warranty

While we strive to keep all content current and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability of information, products, Services, or related graphics contained here or on any of the websites listed or linked.

The content, products and Services offered herein are here to educate consumers on health care and medical issues that may affect their daily lives. Nothing in the content, products or Services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. This Site and its Services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. None of the products or Services offered through this Site represents or warrants that any particular service or product is appropriate or effective for you. We advise users to always seek the advice of a naturopathic physician or other qualified health care provider with any questions regarding personal health or medical conditions. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately.

We will not be liable in any way and to any person for the access or use of the Services, including, but not limited to errors or omissions in any information sources. In no case can information alone replace a

medical diagnosis or evaluation by a physician or other qualified health professional. You must not rely on the Services for any medical advice, diagnosis or treatment. Only qualified health providers can provide health care by examining your health history, your physical, mental and emotional condition, and use their expertise and experience to advise you. Put simply, advice regarding your care **should always include** your naturopathic physician and other qualified health care providers.

Eligibility

You must be eighteen (18) years of age or older to register and use the services on the Site. The Site is intended for use by individuals 18 years of age or older. This Site is not directed for use by children under the age of 18 years. By accessing and/or using the Site, you represent and warrant to the Family Health Clinic that you are 18 years of age or older, you have the right, authority and capacity to agree to and abide by the Agreement, and you will use the Site and Services in a manner consistent with any and all applicable laws and regulations.

By accepting the Agreement, you are given a limited right and permission to use the Services that is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database or content. We may also impose limits on certain features and aspects of the Services or restrict your access to parts or all of the Services without notice or liability and for any reason.

Acceptable Use and Restrictions

You agree to use the Site in accordance with the following **Code of Conduct**:

1. You will not use the Site to engage in any form of harassment or offensive behaviour, including but not limited to the posting of communications, pictures or recordings which contain libelous, slanderous, abusive or defamatory statements, or racist, pornographic, obscene, or otherwise offensive language.
2. You will not post, promote or distribute information that unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity.
3. You will not use the Site to infringe the privacy rights, intellectual property rights, or any other rights of any person.
4. You will not use the Site in any manner that impersonates or otherwise misrepresents affiliation, connection or association with, any person or entity.
5. You will not use the Site to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods, gambling or similar activity.

6. You will not use this Site to promote or enable illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices.
7. You will not forward chain letters, junk mail or spam e-mails through the Site.
8. You will not use this Site in any manner intended to defraud, swindle or deceive any person or entity, including other users of the Site.
9. You will not use this Site to access or disseminate another person's personal Information.
10. You will not use the Site to distribute or upload any virus, or malicious software of any type, or do anything else that might interfere with the proper functioning of this Site, or cause injury to the FHC, the computer network or systems, or any other users' systems in any way.
11. You will not cause the Site to be accessed through any automated or robotic means, including but not limited to scripts, bots, and other automated or rapid access of the site as in a denial-of-service attack. Such restriction shall not apply to legitimate search engine activity that does not place an unreasonable burden on the Site.
12. You will not harass, annoy, intimidate or threaten any employee or agent engaged in providing any portion of the Services to you.
13. If you use any part of the Site requiring secure access, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

Blogs and Interactive Media

If you use blogging features or otherwise post information to the Site, you give the Family Health Clinic the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from and otherwise use your submission for any purpose, in any form, and on any media.

Indemnification

You agree that you will indemnify and hold harmless the Family Health Clinic, its directors, doctors, midwives, employees and agents against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by any person relating to materials you have posted or other actions taken by you on the Site.

Intellectual Property

The content and design of Site is protected by Canadian and international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit or frame any of these materials without prior written consent from the copyright owners, except that you may view, download, display and print a

single copy of these materials on a single computer for personal, noncommercial use only, so long as: you do not alter or modify the materials in any way; you include all applicable notices and disclaimers (including copyright notices); and you do not use the materials in a way that suggests an association with the Family Health Clinic or an affiliated FHC entity. You understand and agree that nothing in this Agreement assigns or transfers any rights, title or interests to the content or materials on the Site to you or any other user.

Links to Third Party Websites

The Site contains links to other sites operated by third parties (“Third Party Site,” or “Third Party Sites”). These links are available for your convenience and are intended only to enable access to these Third Party Sites and for no other purpose.

The Family Health Clinic does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third Party Site or its content. A link to a Third Party Site on the FHC website does not constitute sponsorship, endorsement, approval or responsibility for any Third Party Site. The FHC makes no representation or warranty as to any products or services offered on any Third Party Site. The conditions of use and privacy policy of any Third Party Site may differ substantially from the conditions of use and legal notices that apply to your use of our Site. Please review the conditions of use for all Third Party Sites for more information about the terms and conditions that apply to your use of Third Party Sites.

Entire Agreement

This Agreement represents the entire agreement between you and the Family Health Clinic regarding the use of the Site and Services and supersedes any other agreement or understanding on the subject matter. There are no representations or warranties or promises, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

Governing Law

You agree that any dispute or claim (including personal injury claims) related to your use of the Site is subject to the exclusive jurisdiction of competent jurisdiction within the Province of British Columbia, Canada, and will be adjudicated pursuant to the laws of British Columbia and Canada without the application of Conflict of Laws principles. This Agreement also applies to anyone claiming on your behalf.

Contact information

If you have any questions about the Services or the Site, please contact us at: fhcoffice@telus.net