

## **WEBSITE TERMS OF USE**

### **General**

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### **Use of Site**

This Site is for personal interest use only.

The contents of the Site are not intended to replace or substitute the advice of your physician or other qualified healthcare professional. You should speak with your physician or other healthcare professionals for information regarding any health-related questions. Absolutely no information contained or accessible through the Site should be construed as taking the place of your physician's, or other healthcare professional's advice. MAX is not responsible for any reliance or decisions made by you based on the information available on or through the Site.

DO NOT USE THIS INFORMATION TO DIAGNOSE OR TREAT A MEDICAL CONDITION OR HEALTH PROBLEM. YOU SHOULD NEVER DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING THAT YOU HAVE SEEN ON THE SITE.

IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

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### **Restrictions**

While using the Site, you agree not to: (i) interfere with other users' use of the Site; (ii) transmit any files which may contain viruses, or other contaminating or destructive properties; (iii) post or transmit material for advertising or commercial purposes; (iv) impersonate or misrepresent your affiliation with any person or entity; (v) post or transmit any content which may injure, disparage or constitutes defamation or libel of any third-party; or (vi) post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that constitutes or encourages criminal conduct or that violates any law.

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Your use of the Site and the content is at your sole risk. You are responsible for verifying any personal information or other content before relying on it. For greater certainty, you agree that all risk associated with the use of, or reliance on, any content of the Site, rests with you. You further agree that MAX will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any content of the Site.

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In no event will MAX be liable for any damages whatsoever, including but not limited to direct, indirect, incidental, punitive, and consequential damages arising out of the use, inability to use, or the results of

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### **Indemnification**

You agree to defend, indemnify and hold harmless MAX, its affiliates, officers, directors, employees, volunteers, agents, representatives and service providers, including all third parties mentioned on the Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of these Terms of Use; (b) your access to, use of or reliance upon the Site, or the content of the Site; or (c) your infringement of any intellectual property or privacy rights of any person.

### **Miscellaneous**

These terms and conditions contained herein represent the entire agreement between MAX and you. By using the Site, you agree that any disputes arising from your use of the Site shall be governed exclusively by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. You agree not to raise conflict of laws principles in an attempt to defeat the application of these laws and you expressly consent to the exclusive forum, jurisdiction and venue of the courts of Ontario and/or the Federal Court of Canada.

The section titles are for convenience only and have no legal or contractual effect.

MAX adheres to a strict Anti-harassment, Discrimination and Violence Policy. We will not tolerate any deviations from the policy. Please contact us if you would like to review the policy.

If you have any questions about these Terms of Use, please contact MAX at: [info@maxottawa.ca](mailto:info@maxottawa.ca)

### **Disclaimer**

Although MAX has attempted to provide accurate information on this Site, information on this website may contain technical inaccuracies or typographical errors. The contents of any documents on this website are believed to be current and accurate as of their publication dates. MAX assumes no responsibility for the accuracy of the information. MAX may change the programs or products mentioned at any time without notice. Mention of non-MAX services is for information purposes only and constitutes neither an endorsement nor a recommendation.

### **MAX's Social Media Disclaimer**

Please read below to understand how we conduct ourselves on the internet, and how you can expect us to respond to various interactions that may occur online. If you have any questions about the policies outlined here, we encourage you to contact us to discuss them.

**Following:** MAX has a number of social media profiles which we encourage people to follow (Facebook page, Instagram, direct chatting apps, etc.). Each of our employees or volunteers may also have their own social media profiles. It is up to the discretion of each employee or volunteer to accept any followers, friend requests, or messages.

**Confidentiality:** You are responsible for any content that they decide to post publicly or privately on social media. We strongly advise from posting personal concerns or health issues on social media websites. Any reports of potential self-harm or harm to others may have to be reported as appropriate.

These Terms of Use were last updated on September 2018.

<http://www.maxottawa.ca/termsfuse>