



**MCISAAC HEALTH SYSTEMS INC.**

**TERMS AND CONDITIONS OF USE AND WAIVER OF LIABILITY  
AGREEMENT  
("Agreement")**

THIS AGREEMENT is made between McIsaac Health Systems Inc. ("MHS") and you (hereinafter referred to as "you", "your" or the "Client") and sets forth the terms and conditions which govern your use of this website, which shall be deemed to include any content contained on MHS YouTube, LinkedIn, Twitter and Facebook profiles (the "Site"), as well as the services provided to you by MHS.

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY INFORMATION ON THE SITE OR ANY OF THE SERVICES PROVIDED BY THE SITE.**

**ALL INFORMATION PROVIDED ON THE SITE IS PROVIDED FOR INFORMATION PURPOSES ONLY. BY VISITING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW.**

**YOUR USE OF THE SITE OR ANY OF THE SERVICES PROVIDED ON THE SITE SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW.**

**MHS RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AT ANY TIME. YOU AGREE TO CHECK FOR CHANGES BEFORE PROCEEDING TO USE THE SITE.**

**1. Services**

- 1.1 Subject to the terms and conditions of this Agreement, through the site, MHS provides information regarding exercise, nutrition, lifestyle coaching and overall health, performance, longevity and the sale of fitness, health, well-being and nutrition related products ("Services").
- 1.2 In addition to the Services, MHS also offers, for an additional cost, post-rehabilitation, nutritional coaching, and personal training programs.

- 1.3 You acknowledge and agree that in order for MHS to offer the Services, you may be required to supply certain information or complete certain forms provided to you by MHS.
- 1.4 You represent and warrant that you will immediately notify MHS if there is any material change in your health and/or any change to any of the information provided by you to MHS.
- 1.5 You consent to disclosure to any person or authority, including but not limited to health care professionals and insurers, of any and all health information provided by you, for the purpose of enabling MHS to effectively provide the Services.

## **2. Site Content and Intellectual Property**

- 2.1 The Site, as well as all materials, images, text, illustrations, designs, icons, photographs, video clips, audio signals, structure, layout, software, “look and feel,” and other elements contained on or otherwise making up the Site (collectively, the “Contents”), may be protected by copyright, trademark, trade dress, and other intellectual property laws and international conventions. Unless otherwise noted, all worldwide rights, titles, and interests in and to the Site and Contents are owned or licensed by MHS and/or its affiliated companies.
- 2.2 MHS grants you a limited, nonexclusive, non-transferable license to access and use the Site and Contents for purposes of general browsing, user forums and submissions, and/or conducting business with MHS. In all events, however, you shall not be permitted to, you shall not, and you shall not permit others to: (i) copy, adapt, display, distribute, publish, disseminate, transmit, store, sell, or use the Site and/or the Contents for any purposes or in any manner other than as intended and expressly authorized in writing by MHS; (ii) attempt to remove from the Site, download, copy, recreate, disassemble, modify, destroy, tamper with, deactivate, translate, reverse engineer, or decompile any software or other Contents on the Site; or (iii) assign, sell, sublicense, lease, or otherwise transfer your right to use the Site or the Contents. You may not reproduce this material on your personal website, blog, social network, or any other online resource without express written permission or as allowed by any license terms entered into with MHS. MHS may terminate this license at any time if you are in breach of the terms set forth herein. Upon termination, you will immediately destroy and make no further use of any downloaded materials.

## **3. Accounts, Passwords and Security**

- 3.1 If any of the Site or Services requires you to open an account, you must complete the registration process by providing MHS with current, complete and accurate information, as prompted by the applicable registration form. You acknowledge that by providing any information to MHS which is untrue, inaccurate, not current or incomplete, MHS reserves the right to terminate this Agreement and your continued access and use of the Site and/or the Services.

3.2 As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree to notify MHS immediately of any unauthorized use of your account or any other breach of security. MHS will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you may be held liable for any losses incurred by MHS or another party due to someone else using your account or password.

#### **4. User Restrictions**

4.1 You must be at least 18 years of age to view any page or other correspondence or content from this Site. MHS shall not be held responsible for any harm that is experienced, real or perceived, from viewing, following, or contributing, of any sort of content on this site.

4.2 You must not use this Site in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Some content found on the pages of this Site is created by members of the public. The views expressed are theirs and unless specifically stated are not those of MHS.

#### **5. External Links**

5.1 MHS is not responsible for the contents or reliability of any other websites to which we provide a link, and we do not, expressly or otherwise, endorse the views and/or content expressed within those sites.

#### **6. Proper Use**

6.1 You are prohibited from posting or transmitting to this Site any unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material that would violate any law. You agree to refrain from using any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on Site. You further agree to refrain from taking any action that could impose an unreasonable or disproportionately large burden on the Site infrastructure.

6.2 You acknowledge that, while much of the Site is open for public browsing, some areas of the Site may from time to time be restricted and accessible only to certain users via password. You agree to access and use only those areas of the Site that have been authorized for your use and to refrain from using any password or account information of any third party. If you have a password, you agree not to disclose or share your password or other relevant account information with any third parties or to use your password for any unauthorized purpose.

## **7. User Submissions**

- 7.1 Except as otherwise agreed in writing by an authorized MHS representative, any and all content (including user and visitor-generated content) submitted either via email, comment forms, or any other page hosted at this Site or its content aggregation systems will be considered non-confidential and non-proprietary. MHS reserves the right to alter, remove, re-post, re-purpose, market, or trade any such content. MHS will have no obligations with respect to such content. By submitting or transmitting content, you hereby confirm that your contribution of any such material is your own original work and does not infringe any laws.

## **8. Monitoring**

- 8.1 MHS has no obligation whatsoever to monitor any of the content or postings on the comment section on the Sites. MHS shall have no liability related to the content of any such postings or comments, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. However, the Client acknowledges and agrees that MHS has the absolute right to monitor the same at its sole discretion. In addition, MHS reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

## **9. Purchase of Services from MHS**

- 9.1 All orders and purchases made through the Site are governed by these terms and conditions.
- 9.2 The Services and all content, materials or items provided through the Site are provided “AS IS” and “AS AVAILABLE”. MHS disclaims all warranties to the extent permitted by applicable law.
- 9.3 In the event that payment is made by you to MHS, all sales are final. No refunds will be provided.
- 9.4 All prices listed are in Canadian dollars and all charges will be processed in Canadian dollars. All prices listed on the Site are subject to confirmation. You agree to pay all charges payable for your order.
- 9.5 MHS may correct errors or inaccuracies and change or update information on the Site at any time without notice, including prices and item availability.
- 9.6 MHS reserves the right to cancel orders at its discretion.
- 9.7 MHS reserves the right to limit the quantity of items you may purchase.

## **10. Liability, Release and Waiver**

- 10.1 You acknowledge and agree that physical exercise involves inherent risk of muscle soreness and/or injury. You voluntarily accept and assume these risks.
- 10.2 You assume the risk of any and all damage or loss from use of, or inability to use, the Site, products we sell or the Services.
- 10.3 You acknowledge that MHS accepts no responsibility for the safety of children or other individuals present while you perform exercises or activities suggested by MHS or contained on the Site.
- 10.4 Except as expressly stated in this Agreement, MHS makes no conditions or warranties, either express or implied, with respect to the suitability of the Services provided for any particular purpose. There are no implied conditions, representations or warranties relating to the content of this Agreement other than those expressly contained or referenced in this Agreement.
- 10.5 You acknowledge that the information on the Site is intended solely for educational purposes and may not be used as a substitute for professional advice, professional nutritional planning, or professional diagnosis or treatment, as circumstances will vary from person to person. You agree not to act or rely upon the information on the Site without consulting a physician or otherwise seeking professional advice. You agree not to attempt any of the suggested actions, solutions, remedies, exercises, or instructions found on the site without consulting a physician or qualified professional. You agree that the materials found on the Site do not constitute professional advice, and transmission of the information contained on the Site is not intended to create a professional-client relationship between MHS and you.
- 10.6 In consideration of MHS providing Services to you, you hereby forever and fully release MHS, its servants, agents, employees, directors, shareholders and contractors, from any and all claims, actions or causes of action, costs, demands and expenses arising out of or in connection with any loss, injury, death, or damage to your person or property incurred as a result of having used the Services, notwithstanding that any such loss, injury, death or damages may have arisen solely or partly by reason of negligence MHS, its servants, agents, employees, directors, shareholders or contractors.
- 10.7 In consideration of MHS providing Services to you, you agree to indemnify and hold MHS, its servants, agents, employees, directors, shareholders and contractors harmless from any claims or demands which might be made against MHS arising out of or in consequence of the provision of Services to you by MHS.
- 10.8 You agree to indemnify, defend, and hold MHS, its servants, agents, employees, contractors, subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable legal fees and disbursements) which arise directly or indirectly out of or from (i) any breach of this Agreement; (ii) any allegation that any materials submitted to MHS infringe or otherwise violate the copyright, trade secret, trademark or other intellectual

property rights of a third party; and (iii) your access or use of the Site and/or the Services. This section 10.6 shall survive in the event this Agreement is terminated for any reason.

## **11. General**

- 11.1 Any captions or headings in this Agreement are for convenience and reference only and the words and phrases contained therein shall be held in no way to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Agreement.
- 11.2 This Agreement and everything contained herein shall endure to the benefit of and be binding upon the Parties hereto, their heirs, executors or administrators and assigns and with the full knowledge of the Parties of any and all acts and conduct by the other party to this Agreement.
- 11.3 This Agreement constitutes the entire agreement between the Client and MHS. There are not and shall be deemed not to be any verbal statements, undertakings or other agreements other than this Agreement and any amendments thereto.
- 11.4 This Agreement shall be construed in accordance with and governed by the laws of the Province of Newfoundland and Labrador and the parties hereto irrevocably attorn to the jurisdiction of the Courts of Newfoundland and Labrador. The United Nations Convention on Contracts for the International Sale of Goods will not apply.