

AVELLA INJURY AND PAIN MANAGEMENT CENTER INC. TERMS AND CONDITIONS OF USE

1. ACCEPTING THESE TERMS

Avella Injury and Pain Management Center Inc. (the “Center”), provides Services (as defined below) to you through this website (“Website”) and access to and use of this Website and the Services are provided to you subject to your acceptance of and compliance with the following terms and conditions (“Terms”).

By indicating your acceptance below, you acknowledge that you have read, accepted, and agreed to these Terms. If you do not agree to these Terms, you will not be able to use this Website.

In addition, when using the Services, you will be subject to any posted guidelines or rules applicable to such Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. The Center reserves the right to change these Terms at any time without prior notice and your continued access or use of this Website or the Services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on February 1st, 2021.

If you do not agree with one or more of these Terms, do not access or use this Website or the Services.

2. DESCRIPTION OF SERVICE

The Center provides information regarding the services offered by the Center, including injury and pain management services, as well as contact information of the Center (the “Services”). The provision of the Services is subject to these Terms.

3. CONTENT

Unless otherwise noted, none of the data, text, software, sound, images, graphics, messages or other materials (collectively, “Content”) available through the Website is medical advice, treatment, diagnosis or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you. Content is for informational purposes only. Always seek the advice of a physician or other qualified health provider properly licensed to practise medicine or general health care in your jurisdiction concerning any questions you may have regarding any Content obtained from this Website and any medical condition you believe may be relevant to you or to someone

else. Never disregard professional medical advice or delay in seeking it because of something you have read on this Website. Always consult with your physician or other qualified health care provider before embarking on a new treatment, diet or fitness program. Information obtained on the Website is not exhaustive and does not cover all diseases, ailments, physical conditions, or their treatment.

4. MEDICAL EMERGENCY

Do not use this Website for medical emergencies. If you have a medical emergency, call a physician, qualified health care provider or 911 (or the applicable local emergency number) immediately. Under no circumstances should you attempt self-treatment or treatment of someone else based on anything you have seen or read on this Website.

5. NO PHYSICIAN-PATIENT RELATIONSHIP

The presentation of the Content on this Website does not establish a physician-patient relationship between you (or someone else) and the Center (or any of its physicians) and is not intended as a solicitation of individuals to become patients or clients of the Center (or any of its physicians).

6. PRIVACY POLICY

Any information you provide to us through the contact form of this Website is subject to Center's [Privacy Policy](#). Your privacy is important to us. For more information, please see our [Privacy Policy](#).

7. LIMITED LICENSE

Subject to these Terms, you are hereby granted a limited, non-transferable, and non-exclusive licence to access, view, and use the Website and the Content for your personal, non-commercial use. You are granted the right to download, store, and/or print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You may not copy and/or repost items comprising the Content online. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a licence governing specific Content and these Terms, the terms of the specific licence shall govern.

8. TRADE-MARKS AND COPYRIGHT

Avella™, Avella Injury and Pain Management™, and Avella Injury and Pain Management Center™ are trademarks of the Center. Other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may constitute registered or unregistered trademarks of the Center or third parties. While certain trademarks of third parties may be used by the Center under licence, the display of third-party trademarks on the Website should not be taken to imply any relationship or license

between the Center and the owner of the trademark or to imply that the Center endorses the products, services, procedures, business or other information of the owner of the said trademark.

The Content provided on this Website is protected by copyright. All rights reserved. The Center reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trade-mark and copyright law.

9. ACCEPTABLE USE AND RESTRICTIONS

In addition to complying with these Terms, you agree to use this Website, the Services and Content on this Website for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of this Website or the Services, in any jurisdiction of the world whose laws would: (i) void these Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing this Website illegal; are unauthorized to use this Website.

You agree not to use the Services or this Website in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

10. SECURITY

Any information sent or received over the Internet is generally not secure. The Center cannot guarantee the security or confidentiality of any communication to or from the Website.

11. DISCLAIMER OF WARRANTIES

This Website and the Content are provided "AS IS". While the Center endeavours to provide Content that is correct, accurate, current and timely, the Center makes no representations, warranties, conditions or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, condition or covenant that (i) the Content contained in or made available through the Website or any item(s) made available on or through the Website will be of merchantable quality and/or fit for a particular purpose, (ii) the Website or Content will be accurate, complete, current, reliable, timely or suitable for any particular purpose, (iii) that the operation of the Website will be uninterrupted or error-free, (iv) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected, (v) that the Website will be free from viruses or harmful components, and (vi) that communications to or from the Website will be secure and/or not intercepted.

You acknowledge and agree that your access and use of the Website and the Content is entirely at your own risk and liability.

12. INDEMNITY

You will defend, indemnify and hold harmless the Center and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your use of this Website, its Content, or the Services, or your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, the Center retains the right to participate in the defense of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

13. LIMITATION OF LIABILITY

In no event shall the Center, its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment or any other loss incurred in connection with your use, misuse or reliance upon the Website or the Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Center knew of or ought to have known of the possibility of such damages.

The Center also expressly disclaims any and all liability for the acts, omissions and conduct of any third-party user, advertiser or sponsor of the Website ("Third-Party"). Under no circumstances shall the Center, its physicians, officers, directors, employees, agents, licensors and their respective successors and assigns, be liable for any injury, loss, damage (including direct, special, indirect, punitive, incidental or consequential damages), or expense arising in any manner whatsoever from (i) the acts, omissions or conduct of any Third-Party, and (ii) any access, use, reliance upon or inability to use any materials, content, goods or services located at, or made available at, any Website linked to or from the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Center knew of or ought to have known of the possibility of such damages.

14. HYPERLINKS

Hyperlinks on this Website are provided for your convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. The Center has no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

15. ENTIRE AGREEMENT

These Terms constitute the entire agreement and understanding of the Center and you with respect to their subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding the subject matter.

16. NON-ASSIGNMENT

These Terms are not assignable, transferable, or to be sublicensed by you except with the Center's prior written consent. The Center may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

17. SEVERABILITY

If any provision in these terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

18. GOVERNING LAW AND DISPUTE RESOLUTION

You agree that the validity, operation, and performance of the Terms shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (notwithstanding conflict of the laws rules), and both you and the Center expressly and irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter or claim, suit, action, or proceeding arising under or related to the Terms.

19. TERMINATION

The Center reserves the right to terminate your access to use of the Services at any time without notice for any reason whatsoever. The Center will not be liable to you or any third party for any termination of your access to the Services.

20. QUESTIONS & CONTACT INFORMATION

We value your visit to this Website and welcome any questions or comments you might have about this Website, these Terms, or any of the services offered by the Center. If you have any questions or suggestions regarding these Terms, please contact us at:

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