

## TERMS AND CONDITIONS FOR USE OF THIS WEBSITE

### OVERVIEW

This website is operated by HealthPRO Procurement Services Inc. (“HealthPRO”). Throughout the site, the terms “we”, “us” and “our” refer to HealthPRO.

Access to this website, including all information, tools and services offered (the “Services”) is conditional on acceptance of all terms, conditions, policies and notices stated herein (the “Terms & Conditions”). These Terms & Conditions apply to all users of the site, including without limitation, users who are visitors, browsers, suppliers, members, industry associations, media and/ or contributors of content.

Please read these Terms & Conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink, carefully before accessing or using this website or utilizing any of the Services. If you do not agree with one or more of the Terms & Conditions, do not access this website or use any of the Services.

We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. Any new features or tools which are added to the current website shall also be subject to the Terms & Conditions. You can review the most current version of these Terms & Conditions at any time on this page. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

We reserve the right to refuse service to anyone for any reason at any time.

**BY ACCESSING THIS WEBSITE OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

### SECTION 1 - ELECTRONIC COMMUNICATIONS

By accessing this website or sending email to HealthPRO you are communicating electronically. By doing so, you agree to receive communications from us electronically. HealthPRO will communicate with you by electronic mail at the email address provided by you, or by posting notices on this website.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



Choice. Support. Results.

## **SECTION 2 - DISCLAIMER**

This website, its content and the services are provided on an “as available” and “as is” basis. HealthPRO makes no representations, warranties or conditions, express or implied, as to the operation of this website or the services, or the accuracy, completeness, quality, currency or timeliness of the website, its content or the services or that communications to or from the website will be secure and/or not interrupted or that the website, its content or the services will be free from viruses or any other contaminant or other destructive properties, devices or components. Use of this website, its content and the services is at your own risk.

To the fullest extent permitted by law, HealthPRO disclaims all representations, warranties and conditions, express or implied including but not limited to the implied warranties of merchantability and fitness for a particular purpose, of non-infringement or that the website, its content or the services will be free from error or operate without disruption.

We do not guarantee, represent or warrant that your use of any service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of any service will be accurate or reliable.

You agree that from time to time we may remove a service for indefinite periods of time or cancel a service at any time, without notice to you.

## **SECTION 3 - LIMITATION OF LIABILITY**

In no event will HealthPRO, its directors, officers, employees or agents be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for damages of any kind including, without limitation, direct, special, indirect, punitive, incidental or consequential damages, business losses, lost savings, lost data, loss of use, lost profits, personal injury, fines, fees, penalties or other liabilities arising from or relating to your use, reliance upon, or inability to use the website, its content and/or the services, whether or not HealthPRO is advised of the possibility of such damages.

## **SECTION 4 - PERMITTED USE**

You are only authorized to access and view the website and its content and make use of the Services solely for your own personal, non-commercial use and benefit and not for the benefit of any other person or entity.

## **SECTION 5 - PROHIBITED USE**

You agree that you will not use the website or its content for any commercial purpose or benefit. No rights or licenses are granted to you regarding the website, its content or the Services, except the limited right to use the website, its content and the Services in accordance with these Terms & Conditions.

You may not use our website for any illegal or unauthorized purpose nor may you, in the use of any Service, violate the laws of any jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms & Conditions will result in an immediate termination of your Services.

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Service, use of a Service, or access to a Service or any contact on the website through which the service is provided, without express written permission by us.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 6 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We endeavour to display information on this website as accurately as possible but make no representation regarding the accuracy or completeness of the information and any use and reliance on the information is at the sole risk of the user.

This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 7 - PRODUCTS OR SERVICES (if applicable)**

We endeavour to display as accurately as possible, but do not guarantee, the details of Services that appear at the website. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of Services are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Service at any time.

## **SECTION 8 - OPTIONAL TOOLS**

We may provide you with access to third-party tools which we neither monitor nor have any control over nor input to.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms & Conditions.

## **SECTION 9 - THIRD-PARTY LINKS/HYPERLINKS**

Certain content, products and services available via this website may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any such third-party websites, nor do we do so. We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions or, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. You grant HealthPRO a transferrable world-wide, perpetual, irrevocable, royalty-free, non-exclusive license, including the right to sublicense to others, to use, reproduce, distribute, publish, modify, edit and otherwise use the information and/or materials provided by you. By submitting such content to HealthPRO you

represent and warrant that you have the full right and authority to do so and that any use by HealthPRO of such content will not violate the intellectual property rights of any person.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not be hateful, injurious to any third party, contain libelous or otherwise unlawful material, or contain any computer virus or other malware that could in any way affect the operation of any Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility, and assume no liability, for any comments posted by you or any third-party.

## **SECTION 11 - PERSONAL INFORMATION**

Your use of this website and/or submission of personal information through the website is governed by our Privacy Policy. To review our Privacy Policy, please click [here](#). By accessing and using this website, you are consenting to the collection, use and disclosure of your personal information in accordance with the HealthPRO Privacy Policy. You acknowledge having read the HealthPRO Privacy Policy.

## **SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in a Service that contains typographical errors, inaccuracies or omissions that may relate to services, announcements, offers and news. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information related to a Service or any related website is inaccurate at any time.

We undertake no obligation to update, amend or clarify information related to any Service or on any related website, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 13 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless HealthPRO and its shareholders, members, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 14 - SEVERABILITY**

In the event that any provision of these Terms & Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 15 - TERMINATION**

HealthPRO may, at its sole and absolute discretion, cancel or terminate your right to use this website or any part thereof at any time, without notice or liability to you or any other person. In the event of termination, these Terms & Conditions shall continue to apply and be binding on you with respect to your prior use of the website and its content.

## **SECTION 16 - WAIVER**

The failure by us to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.

## **SECTION 17 - GOVERNING LAW**

These Terms & Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Ontario.

## **SECTION 18 - CHANGES TO TERMS & CONDITIONS**

You can review the most current version of the Terms & Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms & Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms & Conditions constitutes acceptance of those changes.

## **SECTION 19 - CONTACT INFORMATION**

Questions about the Terms & Conditions should be sent to us at [mail@healthprocanada.com](mailto:mail@healthprocanada.com).

## **SECTION 20 - COPYRIGHT NOTICE**

No part of this website or its content may be reproduced, modified, distributed, published, sold, licensed, broadcast or otherwise circulated or used in any way without the prior written consent of HealthPRO.