

CENTREUP.CA TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF OUR WEBSITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

1. GENERAL

Welcome to centreup.ca (the “**Website**”) owned by Centre UP. The use of this Website is subject to the following terms and conditions (the “**Terms**”) and all applicable laws. Please read these Terms carefully as they apply to all visitors or users of the Website. By accessing and using the Website, you agree to be bound by these Terms. **If you do not agree with any or all of the Terms, please do not access or use this Website.**

Please note that your use of this Website constitutes your unconditional agreement to follow and be bound by these Terms. This Website is intended for use by adults only. By using this Website, you represent that you are of legal age to enter into agreement and will be bound by its Terms. If you are under the age of majority in the jurisdiction in which you reside and or access this Website, your parent or guardian may use this Website on your behalf, however you should not use the Website on your own or provide any personal information to Centre UP.

Centre UP reserves the right to change, modify, alter or otherwise update the Terms applicable to this Website without any prior written notice at any time and at its sole and absolute discretion. Your continued use of this Website following any such change will constitute your acceptance of the new Terms and other policies, as modified therein.

2. INTELLECTUAL PROPERTY

The “UP & Design”, “UP CENTRE D'URGENCES PÉDIATRIQUES”, “UP Centre for Pediatric Emergencies” and “CO-MED” as well as all other trademarks, trade names, logos, slogans and images (“**Marks**”) are trademarks of Centre UP in Canada and may not be copied, imitated or used in whole or in part without the prior written permission of Centre UP. The Website and all of its materials, including but not limited to, its software or HTML code, scripts, text, artwork, photographs, image, audio clips and video clips (collectively, “**Materials**”), are owned or provided by Centre UP and protected by copyright and other intellectual property laws.

Nothing in this Website shall be interpreted as conferring a right to use the Marks or the material protected by the Copyright Act or Trademarks Act of Canada or statutes found in any other applicable jurisdiction.

You may view the Website and print or save one copy of any portion of the Website for personal, non-commercial use provided that you do not modify the Website or any copyright or other proprietary notices on any content and provided no further copies are made.

This is a limited license, without any transfer of any title, subject to the following restrictions: you may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this Website or any of its Materials without our prior written permission; you may not access or use this Website for any competitive or commercial purpose; nor may you permit any copying of our Materials. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these Materials is strictly prohibited.

We may revoke this limited license at any time for any or no reason. All rights not expressly granted are reserved by us, as applicable.

3. PROHIBITED USES

The Website may only be used for lawful purposes and is only available to you for your personal, non-commercial use, which shall be limited to viewing the Website, providing general information and accessing information for your personal review.

You are responsible for your own communications, including the transmission, posting, and uploading of information and are responsible for the consequences of such communications to the Website. Centre UP specifically prohibits any use of the Website, and requires all users to, inter alia, agree not to use the Website for any of the following purposes:

- Engaging in conduct that would constitute a civil or criminal offense, giving rise to civil or criminal liability or otherwise violate any city, provincial, national or international law or regulation that would fail to comply with accepted Internet protocol;
- Communicating, transmitting, or posting material that is copyrighted, trademarked or otherwise owned by a third party unless you are the copyright or trademark owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy or publicity right of another;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Attempting to interfere in any way with the Website's or Centre UP's networks or network security, or attempting to use the Website's service to gain unauthorized access to any other computer system;
- Restricting any other user from using and enjoying the Website, interfere or attempt to interfere with the proper workings of the Website, or do anything, which in the sole discretion of Centre UP, imposes an unreasonable or disproportionately large load on the Website infrastructure;
- Communicating, transmitting, or posting material that is in violation of applicable laws or regulations.
- Violating or attempting to violate the security of the Website, including but not limited to:
 - Accessing data not intended for you or logging on to a Centre UP server, which you are not authorized to access;
 - Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
 - Attempting to interfere or interfering with the operation of the Website, our providing services to any other visitors to the Website, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mail bombing" or "crashing" the Website;
 - Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission or posting to the Website.

4. SOCIAL MEDIA

Centre UP is not responsible for any text, image, video, audio, or any information, content or other materials that may be introduced into or posted through this Website or any other UP social networking sites such as Instagram and Facebook (collectively, the "**Material**").

By using Centre UP social media sites, you agree never to knowingly or otherwise introduce or post or provide Material that is defamatory, libelous, slanderous, obscene, abusive, fraudulent, violates any

other party's proprietary rights, promotes hatred or otherwise gives rise to a criminal offence or civil liability on the part of any person or entity or is otherwise unlawful or in contravention of applicable laws and regulations.

Without limiting the generality of any other provision of these Terms, you agree to defend and hold Centre UP harmless against all claims, damages, liability, losses or expenses resulting from or related to your Material. Centre UP reserves the right to edit, alter or delete any Material at any time without prior notice in its sole discretion.

All Material must be solely for non-commercial, personal purposes and may be protected by applicable copyright laws.

5. USE OF MATERIAL

Other than information required to book an appointment, Centre UP does not wish to receive Material from you that is or may be confidential, secret or proprietary information.

Therefore, you acknowledge and agree that any Material which you provide to Centre UP including, but not limited to, your ideas, suggestions, comments and other feedback regarding your use of or in connection with this Website or our services, is not, except as may be required under applicable law(s) or pursuant to the Centre UP Privacy Policy, confidential, secret or proprietary.

You acknowledge and agree that unprotected email communication over the Internet is subject to possible interception, alteration or loss. You also represent and warrant that your Material and Centre UP's use of such Material as permitted in these Terms, does not infringe on your rights or the rights of any other person or entity. If you are not an existing patient and you wish to contact Centre UP or its physicians regarding medical questions or issues or with regard to appointments, accounts, or other questions, please do so by telephone, fax, or regular mail in the manner set out in the Website.

By providing any Material and subject to all applicable privacy laws, you consent to Centre UP using any of your Material, in whole or in part by any means or in any manner whatsoever, including reproducing, retransmitting or publishing your Material for the commercial purposes of Centre UP, in accordance with the Centre UP Privacy Policy.

6. DISCLAIMER OR WARRANTIES

To the fullest extent possible under applicable law, access and use of the Website is provided at your own risk. Centre UP makes no representations, warranties, or covenants, express or implied, written or oral, statutory or otherwise, regarding the Website including, without limitation, no representation, warranty, 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) and that the Website will be free from viruses or harmful components; and (vi) that communications to or from the Website, as applicable, will be secure and/or not intercepted.

7. JURISDICTION

Without limiting the generality of any other provision of these Terms, Centre UP makes no representation that materials or information provided on or through this Website are appropriate or available for use in other locations or jurisdictions other than Canada.

Those who choose to access this Website from other locations or jurisdictions do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

8. NO MEDICAL ADVICE

The Website is general information for convenience and information purposes only and thus cannot, under no circumstances, replace the advice, diagnosis, treatment, care or opinion of a doctor, or any other health professional. Nor is this information intended to be a substitute therefore. Under no circumstances should you ignore the advice of a health professional or delay the moment to get such advice due to content you may have read on the Website. Always consult with your physician or other qualified healthcare 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.

DO NOT use the Website for medical emergencies. If you have a medical emergency, call a physician or a duly qualified healthcare provider or 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Website.

If you rely on the information provided on the Website, you do so at your own risk. Without limiting the generality of any other provision of these Terms, Centre UP cannot be held responsible for any injury, even death, caused by your use or misuse of the Website and its content.

9. NO PHYSICIAN-PATIENT RELATIONSHIP

The presentation of any information on the Website does not establish a physician-patient relationship between you and any of Centre UP physicians. This section does not apply to the extent that you are using the Website to book an appointment with a physician with whom you have an existing physician-patient relationship.

10. NO ENDORSEMENT

Unless specifically stated, Centre UP does not recommend or endorse any specific brand of products, services, procedures, or other information that appears or that may be advertised on the Website.

11. HYPERLINKS

Centre UP may provide hyperlinks to other websites that are not managed nor controlled in any way by us, and access to content, products and services from third parties. We are not responsible for the quality and exactitude of the products and services, content, availability and the fulfillment of any third-party websites, mobile applications or other services or platforms.

We offer no guarantees regarding other websites to which Centre UP gives you access. It is entirely your responsibility to ensure that the websites which you choose to access are free from any destructive elements, including viruses. You must refer to the policies and conditions of use appearing on those websites, regarding privacy and other topics before accessing, consulting or using them. We are not responsible for the information or content associated with these hyperlinks.

12. LIABILITY AND INDEMNITY

IN NO EVENT SHALL CENTRE UP, ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE MATERIALS OR INFORMATION PROVIDED THROUGH THIS WEBSITE, LINKS WITH OTHER WEBSITES OR SOCIAL MEDIA, EVEN IF CENTRE UP OR ANY OF ITS LAWFUL AGENTS, CONTRACTORS, EMPLOYEES OR MANDATARIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING REASONABLE LEGAL FEES) CENTRE UP, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FROM ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR THE BREACH OF ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS.

13. PRIVACY POLICY

Our privacy practices respecting the information we collect during your visit to this Website are explained in our Privacy Policy that is available on the Website, the Terms of which are deemed to form part hereof. Please see our Privacy Policy for complete details of the policy. Your continued use of this Website implies that you acknowledge that you have also read our Privacy Policy and agree to its terms and conditions and that you consent to our use of your personal information and the content which you provide us through our Website and social media such as Instagram and Facebook, the whole in accordance with our Privacy Policy.

14. COOKIES (also see our Privacy Policy)

Centre UP may use "cookies" to track your preferences and activities on the Centre UP Website. Cookies are small data files transferred to your computer's hard drive by a website. They keep a record of your preferences making your subsequent visits to the Website more efficient. Cookies may store a variety of information, including, the number of times that you access the Website, your registration information and the number of times that you view a particular page or other item on the Website.

Please see your browser's help files for details on how to block cookies, how to know when you have received cookies and how to disable cookies completely. Without cookies, some of the Website's functions may however not be available, and the user will lose some of the benefits of the Website.

The use of cookies is a common practice adopted by most major websites to better serve their clients. Most browsers are designed to accept cookies, but they can be easily modified to block cookies.

15. MISCELLANEOUS

- a) **Binding effect.** These Terms herein shall inure to the benefit of and are binding upon each of the parties hereto and their respective successors and assigns.
- b) **Governing Law.** This Website is controlled, owned and operated by Centre UP and these Terms and any use of this Website shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein without reference to principles of conflict of laws.
- c) **Dispute Resolution.** The use of this Website acknowledges and agrees that any dispute that may arise with Centre UP in respect of these Terms shall be resolved by the Provincial and

Federal Courts and Tribunals sitting in Montreal, Quebec and you hereby irrevocably submit to the personal and exclusive jurisdiction and venue of these Courts.

- d) **Language.** The parties hereby acknowledge that they have taken cognizance of the entirety of the French version of these Terms available on the Website (centreup.ca/fr/) and that they have examined each of the stipulations contained herein. The parties have expressly requested, and it is their wish to be exclusively bound by this English version of the Terms. The parties consent to legal proceedings relating to the Terms and documents relating thereto being in English. / Les parties reconnaissent avoir pris connaissance de l'intégralité de la version française des présentes Conditions d'utilisation disponibles sur le Site web (centreup.ca/fr/), et avoir examiné chacun des stipulations y énoncées. Nonobstant, il est de la volonté expresse des parties qu'elles soient liées exclusivement par la version anglaise des Conditions d'utilisation et que les documents qui s'y rattachent soient rédigés en anglais. Les parties consentent à ce que les procédures judiciaires relatives aux Conditions d'utilisation et les documents qui s'y rattachent soient présentés en anglais.
- e) **Severability.** If any provisions of these Terms and conditions are held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.
- f) **Entire Agreement.** These Terms, together with all other agreements, terms or conditions incorporated or referred to herein constitute the entire agreement between you and Centre UP with respect to the of the Website. No other agreement, whether written or oral, shall be in force with regards to the use of this Website.
- g) **Amendments.** These Terms may not be amended or modified except in writing signed by the parties, or by Centre UP, in its sole discretion, making such amendments or modifications to it pursuant to the Terms hereof.
- h) **No Waiver.** Centre UP's failure to enforce any provision(s) of these Terms or to respond to a breach by you or any third party of these Terms shall not in any way waive the right of Centre UP to subsequently enforce any of the Terms and conditions contained herein or to act with respect to other similar or future breaches.
- i) **No assignment.** You may not assign your rights or obligations herein without the express written consent of Centre UP.
- j) **Termination.** Centre UP reserves the right to terminate your access to all or any part of the Website, with or without notice in its sole discretion.
- k) **Headings.** The headings used herein are inserted for purely for the purposes of convenience or reference and do not affect the construction or interpretation of the Terms and conditions herein.