

Terms of Use Agreement

Acceptance

It is important that you read all the following terms and conditions carefully. This Terms of Use Agreement (“Agreement”) is a legal agreement between you and *Dr. Daniel Jenkin Professional Corporation*, the owner and operator (“Owner”) of this Website (the “Website”). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (the “Content”). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Website. The Owner may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

Medical emergency

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

General information is not medical advice

The general information provided on the Website is for informational purposes only and is not professional medical advice, diagnosis, treatment, or care, nor is it intended to be a substitute therefore. Always seek the advice of your physician or other qualified health provider properly licensed to practise medicine or general healthcare in your jurisdiction concerning any questions you may have regarding any information 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 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.

No physician-patient relationship

The presentation of general information on the Website does not establish a physician-patient relationship between you and the Owner (or any of its physicians) and is not intended as a solicitation of individuals to become patients or clients of the Owner (or any of its physicians). This section does not apply to the extent that you are using the Website to communicate with a physician with whom you have an existing physician-patient relationship.

No endorsements

Unless specifically stated, the Owner 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.

Patient portal services

If you are an existing patient, the Website may allow you to communicate with the Owner and your physician(s) by email or by some other electronic means. Communications sent by you to the Owner or your physician, or to you by the Owner or your physician via email or this Website may not be secure and may be accessible by third parties. Any use or disclosure of personal information provided by you shall be in accordance with our privacy policy.

The Owner may issue to you a username (“Username”) and a password (“Password”) to permit you to access the patient portal portion of the Website. You are solely responsible for the confidentiality and use of your Username and Password.

Email communication with the public

The Owner does not wish to use this Website as a means of communication with the public

(i) regarding questions or issues of a medical nature; (ii) to establish physician-patient relationships; or (iii) for inquiries regarding fees, services, or similar matters. Email communications regarding such matters will not be responded to and will be discarded unread. If you are not an existing patient and you wish to contact the Owner 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.

Disclaimer of warranties

The Website and the Content are provided “AS IS” and “AS AVAILABLE.” While the Owner endeavours to provide information that is correct, accurate, current, and timely, the Owner makes no representations, warranties, or covenants, express or implied, regarding the Website and the Content 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) 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.

Limitation of liability

In no event shall the Owner, 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 Owner knew of or ought to have known of the possibility of such damages.

The Owner also expressly disclaims any and all liability for the acts, omissions, and conduct of any third-party user of the Website, or any advertiser or sponsor of the Website (“third-party”). Under no circumstances shall the Owner, 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 Owner knew of or ought to have known of the possibility of such damages.

Indemnity

You agree to indemnify, defend, and hold harmless the Owner and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from

(i) your breach of any of the terms and conditions of this Agreement; (ii) your access to, use, misuse, reliance upon, or inability to access or use the Website, the Content, or any Website to which the Website is or may be linked to from time to time or; (iii) your use of, reliance on, publication, communication, distribution, uploading, or downloading of anything (including the Content) on or from the Website.

Copyright

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited licence herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

Limited licence

Subject to the terms and conditions of this Agreement, 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 this Agreement, the terms of the specific licence shall govern.

Linking

The Website contains links to third-party Websites. These links are provided solely as a convenience to you and not as an endorsement by the Owner of any third-party Website or the content thereof. Unless expressly stated, the Owner does not operate any third-party Website linked to the Website and is not responsible for the content of any third-party Website, nor does it make any representation, warranty, or covenant of any kind regarding any third-party Website including, without limitation, (i) any representation, warranty, or covenant regarding the legality, accuracy, reliability, completeness, timeliness, or suitability of any content on such third-party Websites; (ii) any representation, warranty, or covenant regarding the merchantability and/or fitness for a particular purpose of any third-party Websites or material, content, software, goods, or services located at or made available through such third-party Websites; or (iii) any representation, warranty, or covenant that the operation of such third-party Websites will be uninterrupted or error free, that defects or errors in such third-party Websites will be corrected, or that such third-party Websites will be free from viruses or other harmful components.

While the Owner encourages links to the Website, it does not wish to be linked to or from any third-party Website which contains, posts, or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, provincial, territorial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility, or integrity of the Owner; or (ii) any Website which contains, posts, or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, or other proprietary rights. The Owner reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of the Owner.

Registration

To use certain features of the Website, you may be asked to create an account with the Website. When you register with the Website, you agree (i) to provide true, accurate, current, and complete information about yourself as prompted by any registration form; and (ii) to maintain and promptly update the information to ensure it remains true, accurate, current, and complete. If the Owner has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Owner has the right to suspend or terminate your access to all or part of the Website. The Owner's use of any personally identifying information you provide as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

You are responsible for maintaining the confidentiality of the Password you use in association with your account and are responsible for all activities that occur under your User Name and Password. You agree to notify the Owner immediately of any unauthorized use of your Password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Owner will not be liable for any loss or damage arising from the Owner's failure or your failure to protect your Password or account information.

Tools

Any tools or calculators provided on the Website are provided for general and illustrative purposes only. Such tools and/ or calculators are not medical advice nor are they intended to be a substitute therefor. You should not act or abstain from acting based on any information provided by any such tool or calculator available on this Website.

Security

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

Modification to Website

The Owner reserves the right any time, and from time to time, to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice to you. The Owner shall have no liability to you or any third party for any modifications, suspension, or discontinuance of the Website or any part

thereof.

Use prohibited where contrary to law

Use of this Website is unauthorized in any jurisdiction where the Website or any of the Content may violate any laws or regulations. You agree not to access or use the Website in such jurisdictions. You agree that you are responsible for compliance with all applicable laws or regulations. Any contravention of this provision (or any provision of this Agreement) is entirely at your own risk.

Governing law and jurisdiction

The Website is operated by the Owner from its offices within the province of *British Columbia*, Canada. *Dr. Daniel Jenkin, Dr. Blair Rudston-Brown, Dr. Nathan Schneidereit & Dr. Kurt Alscher* are licensed by *the BC College of Physicians and Surgeons* to practise medicine in *British Columbia*. You agree that all matters relating to your access or use of the Website and its Content shall be governed by the laws of the province of *British Columbia* and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the province of *British Columbia* with respect to all matters relating to your access and use of the Website and the Content as well as any dispute that may arise therefrom and that the applicable law shall be the law of the province of *British Columbia* and of Canada.

Waiver

Any consent by the Owner to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

Severability

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

Notice

Questions or comments regarding the Website should be directed by email to Dr. Daniel Jenkin at drjenkin@nanaimosurgeons.ca

Termination

The Owner may, in its sole discretion, cancel or terminate your right to use the Website, or any part of the Website, at any time without notice. In the event of termination, you are no longer authorized to access the Website, or the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Website and the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination of this Agreement. The Owner shall not be liable to any party for such termination.

Entire Agreement

This is the entire Agreement between you and the Owner relating to your access and use of the Website.