

# Terms of use

## Terms of use

### **This site does not provide medical advice**

The contents of the Hamilton Physio & Rehab website, such as text, graphics, images, information obtained from Hamilton Physio & Rehab's licensors, and other material contained on the Hamilton Physio & Rehab Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

Always seek the advice of Hamilton Physio & Rehab, your physician or other qualified health provider with any questions you may have regarding a medical condition, treatment, stretches or exercises. Never disregard professional medical advice or delay in seeking it because of something you have read on the Hamilton Physio & Rehab Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. Hamilton Physio & Rehab does not recommend or endorse any specific tests, products, procedures, stretches, exercise, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Hamilton Physio & Rehab, Hamilton Physio & Rehab employees, others appearing on the Site at the invitation of Hamilton Physio & Rehab, or other visitors to the Site is solely at your own risk.

### **Children's privacy**

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

### **Use of content**

Hamilton Physio & Rehab authorizes you to view or download a single copy of the material on the Hamilton Physio & Rehab Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright © Hamilton Physio & Rehab. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the Hamilton Physio & Rehab Site may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.

The Content is protected by copyright under both United States, Canadian, and foreign laws. Title to the Content remains with Hamilton Physio & Rehab or its licensors. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of Hamilton Physio & Rehab. All rights not expressly granted herein are reserved to Hamilton Physio & Rehab and its licensors.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

### **Liability of Hamilton Physio & Rehab and its licensors**

The use of the Hamilton Physio & Rehab Site and the Content is at your own risk. When using the Hamilton Physio & Rehab Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Hamilton Physio & Rehab and its suppliers.

Accordingly, Hamilton Physio & Rehab assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Hamilton Physio & Rehab Site.

The Hamilton Physio & Rehab Site and the content are provided on an "as is" basis.

HAMILTON PHYSIO & REHAB, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Without limiting the foregoing, Hamilton Physio & Rehab, its licensors, and its suppliers make no representations or warranties about the following:

- The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Hamilton Physio & Rehab Site or Hamilton Physio & Rehab.
- The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Hamilton Physio & Rehab Site.

In no event shall Hamilton Physio & Rehab, its licensors, its suppliers, or any third parties mentioned on the Hamilton Physio & Rehab Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Hamilton Physio & Rehab Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Hamilton Physio & Rehab, its licensors, its suppliers, or any third parties mentioned on the Hamilton Physio & Rehab Site are advised of the possibility of such damages. Hamilton Physio & Rehab, its licensors, its suppliers, or any third parties mentioned on the Hamilton Physio & Rehab Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, or Content.

### **Passwords**

Hamilton Physio & Rehab has tools that allow you to sign up to receive information, record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Hamilton Physio & Rehab passwords or accounts.

It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your Hamilton Physio & Rehab account and password; (3) promptly inform Hamilton Physio & Rehab of any need to deactivate a password. You grant Hamilton Physio & Rehab and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Hamilton Physio & Rehab cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Hamilton Physio & Rehab tools and services.

### **Advertisements, and links to other sites**

Hamilton Physio & Rehab may provide links to third-party web sites. Hamilton Physio & Rehab may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Hamilton Physio & Rehab does not recommend and does not endorse the content on any third-party websites. Hamilton Physio & Rehab is not responsible for the content of linked third-party sites, sites framed within

the Hamilton Physio & Rehab Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Hamilton Physio & Rehab does not endorse any product, service, or treatment advertised on the Hamilton Physio & Rehab Site.

### **Indemnity**

You agree to defend, indemnify, and hold Hamilton Physio & Rehab, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

### **General**

Hamilton Physio & Rehab is based in Hamilton downtown, ON. Hamilton Physio & Rehab makes no claims that Hamilton Physio & Rehab's, Content are appropriate or may be downloaded in any geographic area. Access to the Content may not be legal by certain persons or in certain countries. If you access the Hamilton Physio & Rehab Network, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, Indemnity, Jurisdiction, and Complete Agreement.

### **Jurisdiction**

You expressly agree that exclusive jurisdiction for any dispute with Hamilton Physio & Rehab, or in any way relating to your use of the Hamilton Physio & Rehab Site, resides in the courts of ON, Canada and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of ON, Canada in connection with any such dispute including any claim involving Hamilton Physio & Rehab or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Notice and takedown procedures; and copyright agent**

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Hamilton Physio & Rehab's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's

behalf.

- A signature or the electronic equivalent from the copyright holder or authorized representative.

Hamilton Physio & Rehab's agent for copyright issues relating to this web site is as follows:

**PatientSites.** 2927 Lakeshore blvd west, Suite 322, Toronto Ontario. M8V 1J3. Or call: 416 488 2630

### **Complete agreement**

Except as expressly provided in a particular "legal notice" on the Hamilton Physio & Rehab Site, these Terms and Conditions and the Hamilton Physio & Rehab Privacy Policy constitute the entire agreement between you and Hamilton Physio & Rehab with respect to the use of the Hamilton Physio & Rehab Site, and Content.