

## **Terms of Use and Disclaimer Agreement**

### **Acceptance**

This website (the "Site") and all written and other materials made available through the Site and/or via the Site, including, without limitation, any photographs, images, illustrations, audio clips, video clips, e-books, and information via email, social media, audio, teleconference, webinars, and courses and programs (collectively, the "Material") is owned and operated by Tracy Palmer Naturopathic Doctor Inc. (the "Owner", "we", "us"). By accessing and using the Site you are indicating your acceptance to be bound by the Terms of Use, the Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site.

The Owner reserves the right to change these Terms of Use or to impose new conditions on the use of the Site, from time to time, in which case we will post the revised Terms of Use on this Site. By continuing to use the Site after such changes have been posted, you accept the Terms of Use, as modified.

You must be at least 19 years of age to use the Site and Material. By accessing the Site and by agreeing to this Agreement you warrant and represent that you are at least 19 years of age.

### **Intellectual Property and License for Use**

This Site and all the Material available on the Site are the property of the Owner and/or its affiliates or licensors, and are protected by copyright, trademark, or other intellectual property laws.

The Site is provided for your informational, non-commercial and personal use only as authorized under these terms. You may not use the Site or the Material available on the Site in a manner that constitutes an infringement of the Owner's rights or that has not been authorized by the Owner. More specifically, unless explicitly authorized in these Terms of Use or by the Owner, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any Material. You may, however, download, store and/or print single copies of the Material for your personal, non-commercial use, provided that you maintain all copyright and other proprietary notices.

### **Disclaimers**

The Site is provided "as is". While the Owner endeavors to provide information that is correct, accurate, current and timely, the Owner makes no representations, warranties or covenants, express or implied, regarding the Site including, without limitation, no representation, warranty or covenant that (i) the Material will be accurate, complete, current, reliable, timely or suitable for any particular purpose; (ii) that the operation of the Site will be uninterrupted or error-free; (iii) that defects or errors on the Site or in the Material will be corrected; and (iv) that the Site will be free from viruses or harmful components.

### **Medical Disclaimer - No Medical Advice**

The information and content provided on the Site and in the Material is for general educational and informational purposes only and is not professional medical advice, diagnosis, treatment or

care, nor is it intended to be a substitute therefor.

If you have any concerns or questions about your health, always seek the advice of a doctor or other qualified health care professional. Do not disregard, avoid or delay in seeking medical advice or treatment from your health care professional because of something you have read on this Site or in the Material.

Always consult with your doctor or other qualified health care professional before embarking on a new treatment, or regarding any nutritional or herbal supplements to evaluate if they could adversely affect or react with any medications or pre-existing conditions.

Do not use this Site or the Material for medical emergencies. If you think you have a medical emergency, consult with a doctor or other qualified health care professional immediately.

Under no circumstances should you attempt to self-diagnose or treat based on anything you have seen or read in the Material.

The use of any information provided on/from this Site is solely at your own risk.

You acknowledge and agree that the presentation of information on the Site or in the Material does not establish a doctor-patient relationship between you and the Owner. You further acknowledge that entry into any course or program made available via the Site does not establish a doctor-patient relationship between you and the Owner.

#### **No Endorsements**

Unless specifically stated, the Owner does not recommend nor endorse any specific tests, health care professional, products, procedures, opinions, or other information that appears or may be advertised on the Site. Reliance upon the information provided on the Site is solely at your own risk.

#### **Linking**

The Site may contain links to third-party websites and/or information. 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 Site 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.

#### **Interactive Features**

The Site may include a variety of features, such as chat rooms, bulletin boards, web logs, social

media services and email services, which allow feedback to us, real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services, or connected to Material from the Site, lies solely with each user and the Owner accepts no responsibility for same. The Owner does not control the messages, information or files that you or others may provide through the Site and accepts no liability for same.

The Owner may host message boards, chats and other public forums on or made available through the Site. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. The Owner or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Under no circumstances will the Owner be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of the Owner or any of its subsidiaries or affiliates.

The Owner has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on or made available through the Site. However, you acknowledge and agree that the Owner has the absolute right to monitor the same at our sole discretion. In addition, the Owner reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third-party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

#### **Course/Program Information**

Information relating to courses or programs made available by the Owner is set out on the Site. You acknowledge and agree that such information is subject to change by the Owner without notice.

#### **Registration**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, postal/zip code and country. In addition, if you elect to sign-up for a particular feature of the Site you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

#### **No Guarantee of Success**

In purchasing or subscribing to any aspect of the Site, the Owner does not give any assurance or warranty as to any particular results or success relating to the information contained in the Material.

**Limitation of Liability**

In no event shall the Owner, its 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 Site or the Material, regardless of the cause and whether arising in contract, tort, or otherwise. The foregoing limitation shall apply even if the Owner knew 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 Site or Material, or any advertiser or sponsor of the Site. Under no circumstances shall the Owner, its officers, directors, employees, associates, 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 Material, regardless of the cause and whether arising in contract, tort, or otherwise. The foregoing limitation shall apply even if the Owner knew or ought to have known of the possibility of such damages.

**Indemnification**

You agree to indemnify and hold the Owner and its affiliates, directors, officers, employees, agents, suppliers and licensors, as applicable, harmless from and against any liabilities, losses, damages or costs, including legal fees and expenses on a solicitor client basis, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your use of the Site and Material or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use, to the full extent permitted by applicable law.

**Security/Confidentiality**

You acknowledge that any information sent or received over the Internet is generally not secure. You acknowledge and agree that the Owner cannot guarantee the security or confidentiality of any communication with you in regards to the Material.

**No Refunds**

By purchasing the Material, you understand and agree that all sales are final and no refunds will be provided.

**Termination**

The Owner may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to the Material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Use, shall survive.

**Governing Law and Jurisdiction**

You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the Province of New Brunswick, Canada with respect to all matters relating to your access and use of the Site as well as any dispute that may arise therefrom and that the applicable law shall be the law of the Province of New Brunswick.

**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.

Last updated: February 14, 2022