

Website Terms of Use

Last modified: November 09, 2009

YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS WEBSITE.

This website located at www.novushealth.com (the "Site") is maintained by Health Care Services International Inc., carrying on business as Novus Health ("HCSI"). The terms, conditions and notices contained herein, constitute an agreement between you and HCSI (the "Agreement") regarding your use of the Site. HCSI has made reasonable efforts to make the Agreement available to you either through the Site and/or other means of communication. By accessing and using the Site, you accept the Agreement. If you do not accept the Agreement, in its entirety, you must not access or use the Site.

HCSI reserves the right to modify this Agreement from time to time, for any reason. When such changes occur, you will see a message on the introductory page of the Site indicating an update has been made to this Agreement. Any such message will be posted for a period of at least thirty (30) days from such update. Additionally, the date when this Agreement was last updated will also appear at or near the top of any page within the Site on which this Agreement is displayed. Please review this Agreement from time to time so you will be apprised of any changes. After any change to this Agreement, HCSI may, but is not obliged to, ask you to actively confirm your agreement with the revised Agreement. If HCSI does not do so, but you continue to use the Site after the changes come into effect, you will be deemed to have agreed to abide by the revised Agreement. If you do not agree with the revised Agreement without qualification, you must discontinue using the Site and, if applicable, instruct HCSI to disable any login information and passwords specific to the Site assigned to you.

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1. Access to the Site

Before being able to access the Site, you may require login information and passwords. HCSI may assign login information and passwords to you after you provide certain business information about yourself, such as details about your email address, contact name, company name, address and telephone number, etc. ("Registration Information"). You are responsible for ensuring that all Registration Information provided to HCSI is and remains current, accurate and complete, and that you provide updates to HCSI when appropriate.

HCSI may change your login information and/or passwords at any time, and will notify you upon doing so.

You are fully responsible for all activities conducted under your login information and passwords. You must take all necessary steps to ensure that your login information and passwords are kept confidential, used properly and not disclosed to any person. You must inform HCSI immediately if you have any reason to believe that your login information or passwords have become known to or used by any person other than you. HCSI reserves the right, in its sole discretion, to disable your login information and passwords at any time and to deny you continued access to the Site.

You are not authorized to share your login information and passwords with anyone else.

2. General Information Only – Not Medical Advice

The contents of the Site, including any and all information, content, links, reports, data, databases, tools, e-mails, code, photographs, pictures, video, files, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos, trade names, or other materials contained on the Site (collectively the "Content") is provided for informational purposes only. The Content is not to be used or relied upon for any diagnostic, treatment or other purposes. The Content does not create a patient-physician relationship and is not intended in any way to be a substitute for professional diagnosis, treatment or advice. You should consult your health care provider or another qualified health care provider before making any health care decisions or for guidance about a specific medical condition. Your reliance on any of the Content on the Site is solely at your own risk. HCSI does not recommend or endorse any specific products, services, treatments, procedures, tests, physicians, organizations, opinions or other information that may be contained on the Site or any third party website.

3. Use of Content from the Site and Intellectual Property Notice

The Content, including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, HCSI, or their licensors, as the case may be. Except as expressly provided, you are not

granted any rights in or to the Content available on or via the Site. All such rights remain with, and are reserved by, their respective owners.

You are authorized to view and download a single copy of the information on the Site for your personal, non-commercial use as long as you include all copyright and other proprietary rights notices that may be contained in the Content. No other uses of the Content are permitted. If you would like to use any of the Content beyond your permitted use under this Agreement (i.e., you would like to reproduce or republish part of the Content or you would like to create derivative works from the Content), please contact:

Novus Health

Privacy & Compliance Officer

460 Richmond Street West, Suite 100

Toronto, Ontario M5V 1Y1

privacy@novushealth.com

Names, phrases, logos, icons, graphics, images or designs, used throughout the Site may be trade names, registered or unregistered trademarks or services marks ("Trademarks") of Health Care Services International Inc., its respective subsidiaries or affiliates, or other entities and individuals. The display of Trademarks on this Site is not an implied license to any third party for use of the Trademarks.

4. Third Party Information and Third Party Websites

The Site offers information related to health care and medical products and services which may include information provided by a third party. The inclusion of any information or hyperlink does not imply that HCSI recommends or endorses any of the content including any news, opinions, advice, statements and advertisements on any third party websites. Third party websites are not under the control of HCSI, and by accessing them, you do so at your own risk and subject to any terms of use for such sites. HCSI is not responsible for the content of any sites framed within the Site or any linked third party websites, and do not make any representations regarding their content, accuracy or availability. Any transactions that take place between you and a third party are directly with such third party, and HCSI cannot be held responsible for any loss or damage you may incur as a consequence thereof.

5. WARRANTY DISCLAIMER

CONTENTS ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES OR CONDITIONS WHATSOEVER. HCSI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.

WITHOUT LIMITING THE FOREGOING, HCSI AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE (INCLUDING ANY RESULTS OBTAINED FROM ANY DIAGNOSIS OR ASSESSMENT TOOLS), OR ANY INFORMATION, PRODUCTS OR SERVICES OFFERED THROUGH THE SITE OR OTHERWISE WILL BE ACCURATE, COMPLETE OR RELIABLE; (D) ANY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS HAVE BEEN SATISFIED; OR (E) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, ANY THIRD PARTY WEBSITE, OR OTHERWISE WILL MEET YOUR EXPECTATIONS.

HCSI is not responsible for any damage to your computer system or loss of data that results from the download of any Content from the Site.

6. LIMITATION OF LIABILITY

THE USE OF THE SITE AND THE CONTENT IS AT YOUR OWN RISK. HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT OR YOUR USE OF THE SITE. IN NO EVENT SHALL HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH THE SITE, THE CONTENT, THE PRIVACY POLICY OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, LOSS OF USE, THE INCAPACITY TO REACH ANY OBJECTIVE, OR THE LOSS OF DATA OR OF COMPUTER TIME USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY YOU OR ANY OTHER PERSON.

IN NO EVENT SHALL HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY PERSON: (A) ON ACCOUNT OF YOUR OR THAT PERSON'S USE OR MISUSE OF AND RELIANCE ON THE CONTENT OR OTHER MATERIALS ACCESSIBLE ON OR VIA THE SITE; AND (B) WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SITE OR OTHERWISE.

HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU OR ANY THIRD PARTY MAY SUFFER AS A RESULT OF THE TRANSMISSION, STORAGE OR RECEIPT OF CONFIDENTIAL, PERSONAL OR PROPRIETARY INFORMATION THAT YOU MAKE OR THAT YOU EXPRESSLY OR IMPLICITLY AUTHORIZE HCSI TO MAKE, OR FOR ANY ERRORS OR ANY CHANGES MADE TO ANY TRANSMITTED, STORED OR RECEIVED INFORMATION.

HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAVE NO LIABILITY TO YOU WHATSOEVER FOR ANY

PERSONAL INJURY (INCLUDING DEATH) CAUSED BY YOUR USE OR MISUSE OF THE CONTENT OR THE SITE.

IN NO EVENT SHALL THE MAXIMUM LIABILITY OF HCSI, ITS LICENSORS AND SUPPLIERS, AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, FOR ANY REASON WHATSOEVER, IN THE AGGREGATE, EXCEED \$100.00 CDN.

HCSI assumes no obligation to update the Content on the Site. The Content on the Site may be changed without notice to you. HCSI, its licensors and suppliers, and any respective directors, officers, employees or agents are not responsible for any content or information that you may find objectionable or undesirable.

The limitations specified above shall apply regardless of the causes or circumstances giving rise to the claim, even if such claim is based on breach of contract, negligence or other tort, and shall survive a fundamental breach or failure of essential purpose of any limited remedy or this Agreement.

You acknowledge and agree that any claim or cause of action you may have arising out of, or relating to, the Content or your use of the Site must be filed within one (1) year after such claim or cause of action arises, or it will be permanently barred.

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7. Indemnification

You agree to indemnify, defend and hold HCSI and its licensors, suppliers, and any respective directors, officers, employees and agents, harmless against any actions, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by any of them in respect of (i) any information or other content you provide on or through the Site or by e-mail or other correspondence; or (ii) your use or misuse of the Content or the Site, including without limitation infringement claims and your violation of this Agreement.

8. Privacy Policy

HCSI is concerned about your privacy and has developed a policy to address privacy concerns (the "Privacy Policy"). You can find the current Privacy Policy online.

9. Linking to the Site and Other Prohibited Activities

Except as expressly agreed to in writing by HCSI, any linking to the Site from another website is strictly prohibited.

You agree that you will not use, or permit anyone else to use, any robot, scraper, spider or other automated devices or means to access or use the Site for any purpose without the prior express written consent of HCSI. You agree that you will not: (i) interfere or attempt to interfere with the proper working of the Site; (ii) bypass any measures used

to prevent or restrict access to the Site; or (ii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure used to run and maintain the Site.

10. Procedures for Notice and Take-Down

To the extent that any jurisdiction applicable to this Agreement has a notice and take-down scheme like the one set out in the United States' Digital Millennium Copyright Act ("DMCA"), upon receipt of any notice alleging infringement that complies with such a scheme, HCSI will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. HCSI may attempt to contact the person who has posted such material in order to give that person an opportunity to respond to the notification, although HCSI makes no promise to do so. Any and all counter notifications submitted by that person will be furnished to the complaining party. In all circumstances, HCSI will give the complaining party an opportunity to seek judicial relief in accordance with any applicable laws before HCSI replaces or restores access to any material as a result of any counter notification.

Notices of claimed infringement should be directed to:

Novus Health

Privacy & Compliance Officer

460 Richmond Street West, Suite 100

Toronto, Ontario M5V 1Y1

Please put "Notice of Infringement" in the subject line of all such notifications, and include in each such notice a reasonable description of the materials alleged to be infringing and the proprietary rights alleged to have been or being infringed.

11. Governing Laws

The Site is controlled by HCSI in Toronto, Ontario, Canada. By accessing the Site, you agree that any legal matter that may arise between you and HCSI relating to the Contents of the Site or this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflict of laws principles. You agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement or your use of the Site. HCSI makes no promise that anything on the Site is appropriate or available for use in locations outside Canada. The Site and its Contents are intended for use by Canadian residents only and may only be accessed in those jurisdictions where it is lawfully to do so.

12. General

This Agreement (as amended from time to time), and any other legal notices on the Site, constitute the entire agreement between You and HCSI with respect to the use of the Site and the Content. If a court of competent jurisdiction deems any provision of this Agreement unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. HCSI may assign this Agreement, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without the prior written consent of HCSI. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. You agree to waive any right you may have to a trial by jury, or commence or participate in any class action against HCSI related to the Site, the Content or the Agreement. This Agreement will ensure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: General Information Only – Not Medical Advice, Use of Content from the Site and Intellectual Property Notice, Third Party Information and Third Party Websites, Warranty Disclaimer, Limitation of Liability, Indemnity, Governing Laws, and General.

13. French Language / Langue Française

A French language version of this Agreement is available.

14. Contact Information

If you have any questions regarding this Agreement, please contact:

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