



## **Terms and Conditions of Use**

Thank you for visiting Toronto Brain Health's website.

### **Interpretation**

In these terms and conditions the words in quotations shall have the following meanings:

- "Site" means this web-site
- "We, Us, Our" means <https://www.torontobrainhealth.com/>, whose principal place of business is at the Toronto Brain Health.
- "You, Your" means any person accessing the Site

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The headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

The information provided on [www.torontobrainhealth.com](http://www.torontobrainhealth.com) is intended for general guidance and for listing our services/previous work.

By accessing, browsing and/or using web pages or other digital content in this site, you accept, without limitation or qualification, the following terms of use.

### **Consent**

You agree that your use of the Toronto Brain Health website and any use of any services or materials are subject to your agreement with all of these Terms of Use and the Privacy Policy. You agree that you will not violate any local, provincial, federal or international laws in using this website or accessing any material on this website.

These terms of service relate to use in Canada and we reserve the right to restrict or prohibit access to any person not based within the jurisdiction of Canada and accept no liability if you access the Site from outside this jurisdiction.

### **Changes to service**

We reserve the right to improve, amend, or suspend the service provided on the Site at any time without notice to you.

### **Amendments to terms and conditions**

We reserve the right to alter these terms and conditions at any time with immediate effect by placing the amended terms and conditions on the Site.

### **Links**

This Web site may contain links to other Web sites. Toronto Brain Health assumes no responsibility for the accuracy or appropriateness of the information contained in sites independently developed by parties other than Toronto Brain Health, or their terms of use or privacy policies. Any mention of another party or its products or services on this Web site should not be construed as an endorsement of that party or its products or

services. If you decide to access linked third party Web sites, you do so at your own risk.

### **Intellectual property**

We own or license the copyright for all the material that appears on the Site.

You may download, store and use the material on the Site for your own personal use and research. You may not republish, retransmit, redistribute or otherwise make this material available to any other party or make the same available on any website, on-line service or bulletin board of your own or of any other party or make the same available in hard copy or on any other media without our express prior written consent. The address for all correspondence relating to this site is [contact@torontobrainhealth.com](mailto:contact@torontobrainhealth.com)

### **Internet security**

The Internet is not a secure medium and we provide no guarantees as to the reliability or security of the Site, or that it will be continuously available, error or virus free.

If you identify any error on the site or any material that you consider to be offensive, indecent, dishonest, inaccurate or illegal please immediately e-mail us at [contact@torontobrainhealth.com](mailto:contact@torontobrainhealth.com) and we will take such action as we see fit.

### **Privacy**

We comply with the Privacy regulations for Ontario, Canada. Please read the full text of our **Privacy Policy** to understand how any personal health information that you submit via torontobrainhealth.com will be treated.

### **Use of Site**

When contacting Toronto Brain Health through the website, you will be providing Toronto Brain Health with personal information such as your name, phone number, or email. You authorize Toronto Brain Health to collect and use information provided by you in order to administer our services.

### **Exclusion of liability**

The Materials contained in this Web site, and the Services offered on this site, are provided "as is" without any representations, warranties or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions of fitness for a particular purpose or use, or non-infringement. Further, no representations or warranties are made concerning the accuracy, completeness, timeliness or reliability of the Materials, or of any information contained in any site linked to this Web site. The Materials may be changed without notice.

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The foregoing exclusion of liability shall apply even if torontobrainhealth.com or its representatives have been advised or should have known of the possibility of such damage. This disclaimer also applies to any difficulties that a User may experience when using Toronto Brain Health's Services.

### **General**

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

These terms and conditions constitute the entire agreement between you and us in relation to access to the Site supersede any previous agreement or understanding and may not be varied except in writing by us. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

### **Regulation**

We comply with all regulations set out pertaining to business operating in Ontario, Canada.

### **Other services**

Our list of services is available upon request and are subject to these terms and conditions.

### **Law and jurisdiction**

These terms and conditions are governed by and shall be construed in accordance with the laws of business in Ontario, Canada. Any dispute will be under the exclusive jurisdiction of the Ontario, Canada courts.

### **Online Browser Data**

We automatically collect technical data from visitors to our websites. This data is not connected to your personal information. It includes:

- server logs, which permanently records your computer IP address, browser type, operating system, and timestamp for each web page you visit; and
- session cookies, which temporarily stores on your computer your login information, the page you are viewing, and your language preference.