

Grantham Denture Clinic Website - TERMS OF USE

September 14, 2023

Agreement Between User and Grantham Denture Clinic

This website of Grantham Denture Clinic/Tim Schankula Denture Clinic (henceforth referred to by "Clinic", "the Clinic" or "we/us/our"), including all pages within this website ("Website"), is offered to you by the Clinic conditioned on your acceptance without modification of these standard Website Terms, Conditions and Notices of Use ("Terms") contained herein on this webpage. These Terms shall govern your use of this Website, applying in full force and effect to your use of this Website, and by using this Website you expressly accept these Terms in full.

Modification of these Terms of Use

The Clinic reserves the right to change these Terms, including but not limited to the charges associated with the use of the Website.

Links to Third Party Sites

This Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Clinic and we is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of this Website, you warrant to us that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

Use of Communication Services

This Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), and you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

The Clinic has no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials at our sole discretion. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Clinic reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our sole discretion.

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Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Intellectual Property Rights

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You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing and/or printing the material contained on this Website for your own personal use, subject to restrictions set in these Terms. You are restricted from republishing, selling, renting, sub-licensing or redistributing (unless content is specifically made for redistribution) any material contained on this Website.

Restrictions

You are expressly and emphatically restricted from all of the following:

- publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is, or may be, damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website; and
- using this Website to engage in any advertising or marketing.

Your Content

In these Terms, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, though the Clinic does not claim ownership of the materials you provide, by displaying it, you grant the Clinic a non-exclusive,

worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. The Clinic reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

Hyperlinking to our Content

Organizations may link to the Website so long as the link:

- Is not in any way misleading;
 - Does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services;
 - Fits within the context of the linking party's site;
 - Will not reflect unfavourably on us (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);
 - Is not from an organization that has an unsatisfactory record with us; and
 - Is a benefit to us from the visibility associated with it, where such benefit outweighs the absence of the link;
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- Or the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

Organizations, except those restricted as outlined above, may hyperlink to the Website as follows:

- By use of our business name, "Tim Schankula Denture Clinic", or "Grantham Denture Clinic";
- By use of the uniform resource locator (URL, i.e. web address) being linked to; or
- By use of any other description of the Website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of the Clinic's logo or other artwork will be allowed for linking absent a trademark license agreement.

Reservation of Hyperlinking Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these Terms and its linking policy at any

time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

Removal of Links from the Website

If you find any link on our Website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will not be obligated to do so or respond directly to you.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE Website MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE Clinic, INCLUDING ITS OWNERS, EMPLOYEES AND/OR SUPPLIERS (HENCEFORTH REFERRED TO AS "Clinic et al.", MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Website AT ANY TIME. ADVICE RECEIVED VIA THE Website SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

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Severability

If any provision of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein or shall otherwise be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Assignment

The Clinic shall be permitted to assign, transfer and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer or subcontract any of your rights and/or obligations under these Terms.

Termination and Access Restriction

The Clinic reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

Entire Agreement

Unless otherwise specified herein, these Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between the Clinic and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same or contemporaneous communications and proposals, whether electronic, oral or written, between the you and the Clinic with respect to the Website.

Governing Law and Jurisdiction

To the maximum extent permitted by law, this Terms agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada and you hereby consent to the exclusive jurisdiction and venue of municipal/county, provincial and federal courts therein for the resolution of any and all disputes arising out of or relating to the use of the Website.

Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms. You agree that no joint venture, partnership, employment or agency relationship exists between you and the Clinic as a result of this agreement or use of the Website. The Clinic's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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Notices

Please contact us by phone at (905) 934-5510 or by mail at Tim Schankula Denture Clinic, 400 Scott St., St Catharines ON L2M 3W4.