

## TERMS AND CONDITIONS

Welcome to the Psoriasis Canada (the "**Organization**") Website!

These terms and conditions (the "**Terms and Conditions**") are a binding legal agreement between you and the Organization (collectively, the "**Parties**") that governs your access to and use of the website [www.psoriasiscanada.ca](http://www.psoriasiscanada.ca) and its services (the "**Website**"). This agreement is effective the moment you access the Website and remains in effect until terminated by either Party in accordance with these Terms and Conditions or any other agreement between you and us, as applicable. By accessing or using the Website, you acknowledge that you have read and understood these Terms and Conditions, and agree to be legally bound by them, our Privacy Policy and our Online Forum PsoCan Terms of Use (collectively, the "**Agreement**"), in addition to complying with applicable laws and regulations. If you do not agree to these Terms and Conditions, you are not authorized to access or use the Website and its services.

When used in these Terms and Conditions, the words "**Organization**", "**we**", "**us**" and "**our**" refer to Psoriasis Canada, including its officers, directors and employees. The term "**you**" and "**your**" refers to the person accessing or using the Website, whether as a visitor or user. If you are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have the authority or power to bind that legal entity to this Agreement, in which case the term "**you**" or "**your**" refers to that legal entity.

### 1. PRIVACY

Our Privacy Policy, (the "**Privacy Policy**") is available at <https://psoriasiscanada.ca/privacy-policy/> and describes our policies and practices with respect to the processing of personal information, is incorporated herein by reference and made a part hereof.

### 2. MODIFICATIONS

By accessing or using the Website, you acknowledge and agree that these Terms and Conditions may be modified in accordance with the provisions set forth below and are encouraged to review them regularly.

We reserve the right to update and modify the Terms and Conditions at any time without notice. If we make any changes, we will post the updated version of the Terms and Conditions on our Website and update the version number and the last updated date in the footer of the document. We therefore encourage you to review our Terms and Conditions when you visit the Website to obtain timely notice of updated Terms and Conditions. If you do not agree with the updated Terms and Conditions, please stop using our Website. Your continued use of or access to our Website following the posting of any updates or changes constitutes acceptance of those updates or changes.

### 3. CONTENT

For the purposes hereof, "**Content**" means all materials and content made available to users on the Website, including notices, guidelines, communications, text, RSS feeds, graphics, images, illustrations, audio-visual works, multimedia elements, photographs, videos, music, sound recordings, policies, documents, software, information, data and any other work, including the manner in which such content is presented.

**Third Party Content** — Content accessed or made available on the Website or via the Internet may be owned by third parties ("**Third Party Content**") and may be protected by intellectual property rights, including copyrights, trademarks, or other proprietary rights and laws. Nothing in your use of the Website or in these Terms and Conditions grants you any right, title or interest in any such Third Party Content, except for the right to use the Website granted to you pursuant to these Terms and Conditions.

**Third Party Websites** — Our Website may contain links to Third Party Content on independent third party websites ("**Third Party Websites**"). These links are provided for information purposes only. The Organization is not responsible for any Third Party Content or the quality, safety, availability, completeness, accuracy, legal compliance and policies or practices of such Third Party Websites. We do not endorse Third Party Websites and make no representations about them or their content. If you choose to access any Third Party Websites linked to our Website, you do so at your own risk.

### 4. INTELLECTUAL PROPERTY AND OTHER PROPERTY RIGHTS

**Content from the Organization** — Unless expressly stated otherwise, all right, title and interest in and to the Website and all Content, URLs, domain names, source code, processes, trademarks, trade names, logos, product and service names, works or other copyrightable subject matter, whether registered or unregistered, recognized under applicable law, including (a) any improvements or modifications to any of the foregoing (b) any application for registration or renewal of the foregoing, and (c) licenses and sublicenses for third party intellectual property (collectively, the "**Organization Content**") as well as all derivatives, translations and updates of the Organization Content, are the exclusive property of the Organization and are protected by copyright, trademark or other proprietary rights and laws. All rights not expressly granted herein are reserved by the Organization.

**License** — Subject to your compliance with these Terms and Conditions and any other agreement between you and us, the Organization grants you, for your personal use only, a free, limited, non-exclusive, non-transferable, and revocable license to access and use the Website and its Content during the term of this Agreement. Nothing in this Agreement grants you any right, title or interest in the Organization Content, except the limited right to access and/or use the Website in accordance with these Terms and Conditions. You may not copy, modify, disassemble, reproduce, adapt, sell, resell, compile, or extract any Content, in

whole or in part, by any means whatsoever, and in any medium whatsoever, existing or future, including translation of the Content into any other language, except as expressly permitted by these Terms and Conditions. Any other use of the Organization Content is strictly prohibited and constitutes a violation of Canadian intellectual property laws or other applicable property rights and laws. The Organization will enforce its intellectual property rights to the full extent permitted by applicable laws.

## 5. ACCEPTABLE USE POLICY

**Acceptable use** — You shall use the Website and its Content only for lawful purposes and in accordance with the rules set forth in this section. If at any time you become aware of a violation of these Terms and Conditions by any person or entity, you agree to notify us immediately so that we may investigate and, if appropriate, terminate or remedy such violation.

**No medical advice** — You understand that the forum was designed for informational and mutual support purposes only and NOT for the purpose of providing product recommendations or giving medical advice. You understand that the Forum was created for informational purposes only and any information posted is not intended to replace the counsel, medical advice, diagnosis or treatment of your physician or health care provider.

**No endorsement** — You understand that Psoriasis Canada does not endorse any medications, products, equipment or treatments for psoriasis and psoriatic arthritis.

**Prohibited uses** — Without limiting the generality of the foregoing, you agree not to do or permit, directly or indirectly, any of the following in connection with the Website:

- (i) publish, upload, translate, use, download, reproduce, distribute or otherwise transmit any Content that:
  - a. is defamatory, discriminatory, infringing or illegal;
  - b. is inappropriate, profane, degrading, obscene, indecent or contains information without appropriate or legally required access controls;
  - c. gives rise to civil liability or infringes on our rights or helps someone else infringe on our rights or those of others, including copyright infringement, invasion of privacy, trademark infringement or defamation;

- d. constitutes threats, harassment, intimidation, abuse or any conduct that infringes on the rights of others;
  - e. constitutes a criminal offence, or participates or assists others in the commission of a criminal offence;
  - f. contains a virus, ransomware, Trojan horse, worm, spyware or any other malicious program or software, including smart web scraping tool;
  - g. is unauthorized or unsolicited commercial electronic messages, advertisement, junk or bulk communications or any other type of "spam".
- (ii) disrupt, disable or threaten the integrity, operation or security of the Website
- (iii) probe, scan or test the vulnerability of the Website, breach or attempt to breach its security measures
- (iv) disable or circumvent any access control measures or processes or procedures in connection with the Website;
- (v) sublicense, share, resell, reproduce, copy, distribute, redistribute or exploit for commercial purposes any portion, use or access to the Website, unless you first obtain our express permission to do so;
- (vi) retrieve, aggregate, collect or store personal information from third parties without their express consent.

**Moderation and Remedies** — Without limiting any of our rights, the Organization may, without notice, suspend, restrict or terminate your access to and use of the Website and take any other action we deem appropriate if, in our sole and absolute discretion, we determine or believe that you have violated any provision of the Terms and Conditions.

## 6. DISCLAIMER OF WARRANTIES

USE OF THE WEBSITE AND CONTENT IS PROVIDED WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING AS TO THE CONNECTIVITY, PERFORMANCE, OPERATION, AVAILABILITY, RELIABILITY, TIMELINESS, SECURITY, QUALITY, CAPACITY OR ACCURACY OF THE WEBSITE AND CONTENT. THE ORGANIZATION SHALL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, MALFUNCTIONS, FAILURES OF SERVICE OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS THAT ARE OPERATED BY THIRD

PARTIES OR ARE BEYOND OUR REASONABLE CONTROL. THE ORGANIZATION EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

## **7. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE ORGANIZATION NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE OR ANY CONTENT SHALL BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF CUSTOMERS, INTERRUPTION OF SERVICES, COMPUTER DAMAGES OR SYSTEM FAILURES ARISING OUT OF OR IN CONNECTION WITH (i) THESE TERMS AND CONDITIONS AND YOUR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE, ITS CONTENT AND THE SERVICES OFFERED THEREON, EVEN IF THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS OF LIABILITY AND DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE CONTRACT BETWEEN YOU AND THE ORGANIZATION. IF APPLICABLE LAW DOES NOT ALLOW ONE OR MORE OF THE LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS, THOSE SPECIFIC LIMITATIONS MAY NOT APPLY TO YOU WITHOUT AFFECTING THE REMAINDER OF THE TERMS AND CONDITIONS SET OUT HEREIN.

## **8. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold the Organization harmless from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, fees or charges (including all reasonable legal and accounting fees) arising out of or in connection with: (i) your breach of these Terms and Conditions, (ii) any infringement or breach arising out of your use of the Website and its Content, or (iii) your violation of any law or regulation or third party right such as intellectual property or privacy rights, other than as expressly permitted hereunder.

The Organization reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You also agree to cooperate fully and reasonably in the defense of any claim, if any.

## **9. GOVERNING LAW**

This Agreement and the other policies available on the Website shall be governed by and construed in accordance with the laws of the Province of Ontario. All disputes, claims and actions arising out of or relating to these Terms shall be resolved or decided in Toronto Canada. You submit and agree to the exclusive jurisdiction and venue of the courts of the Province of Ontario and the federal courts located in the Province of Ontario.

## **10. CONTACT US**

Any questions or comments regarding the Terms and Conditions, the Website or our services, including reports of broken links, should be submitted in writing to our DPO at [privacy@psoriasiscanada.ca](mailto:privacy@psoriasiscanada.ca).