

TERMS OF USE

This Web Site Legal Terms and Disclaimer (the "Agreement") is an agreement between you ("You" and "Your") and Pat Poon Medicine Professional Corporation (the "Company"). "We" and "Us" means both You and the Company. The effective date of this Agreement is when You accept or are deemed to accept this Agreement in accordance with the procedure set out in this Agreement.

Acceptance Procedure IMPORTANT! YOUR USE OF THIS WEB SITE MEANS THAT YOU ACCEPT THESE LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE APPLICABLE TERMS AND CONDITIONS AS SET OUT BELOW. IF YOU DO NOT AGREE WITH THEM, PLEASE EXIT THIS WEB SITE.

The Company's website is a source of information relating to weight loss and dieting including articles, blog entries, tips, videos, guides, and other resources. The information contained on the Company's website is not to be construed as medical advice, and You should consult with Your physician and seek individualized advice directly from a physician prior to implementing any information contained on the website. You are solely responsible for the retrieval and use of the Content (as defined below), transactions, products and services available on or through this website.

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- 4. Blog.** You are responsible for all Content that You submit to the website's blog or any public areas of the Company's website. You understand that by posting Content, including any personal information, You are

making said Content available to the general public. The Company is not responsible for any consequences of any Content that You post on the blog or any public area of the Company's website, including any misuse of personal information.

- 5. Fees.** The Company charges fees for certain products. When selecting a paid product, You will have the opportunity to review and accept that fee. All fees are quoted in Canadian Dollars, and may change from time to time. Fee changes are effective when We provide You with notice by posting said changes on the Company's web site. Fees are non-refundable, and You are responsible for paying fees when they are due. If payment is not made when it is due, We reserve the right to collect outstanding fees by other avenues available to the Company.

For any paid products, the Company does not guarantee any effectiveness of the product including weight loss, nor does the Company guarantee any benefit to You, including improved health or otherwise.

- 6. Privacy.** For more information regarding personal information, please visit our Privacy Policy [\[Insert URL\]](#).
- 7. Disclaimers.** THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND ANY USE OR DECISIONS WHATSOEVER THAT ARE BASED ON THE CONTENT IS AT YOUR OWN RISK. YOUR USE OF THIS WEB SITE AND THE CONTENT IS AT YOUR OWN RISK AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEB SITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

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IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; THE INTERNET BACKBONE; PERSONAL INJURY; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEB SITE OR THE CONTENT; ANY OTHER WEB SITE ACCESSED TO OR FROM THIS WEB SITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

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8. **Termination.** This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Company, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.
9. **Indemnity.** You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of: (i) any information or other content You

provide on or through this web site or by e-mail or other correspondence; or (ii) Your use or misuse of the Content or this web site, including without limitation infringement claims.

10. **Governing Law.** The Company is located in the Province of Ontario, Canada. This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as an Ontario contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the Ontario courts. You agree to waive any right You may have to: (i) a trial by jury; and (ii) commence or participate in any class action against Company related to this web site, the Content or this Agreement and, where, applicable, You also agree to opt out of any class proceedings against Company or its licensors. We have required that this Agreement and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en Anglais.
11. **Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of **Section 12**, and any and all other legal notices and policies on this web site, constitute the entire agreement between You and the Company with respect to the use of this web site and the Content.
12. **Amendment and Waiver.** The Company reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this web site. You are responsible for periodically reviewing the amendments on this web site and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this web site. Access to this web site or use of this web site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
13. **Severability.** Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.
14. **Enurement.** This Agreement shall enure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, and having the authority to accept this Agreement.