

END USER LICENSE AGREEMENT

BY ACCESSING OR USING THE CERT+ WEBSITE, YOU AGREE TO ALL OF THE FOLLOWING PROVISIONS AND ENTER INTO A LEGALLY BINDING AGREEMENT WITH CERT+ (WHICH FOR PURPOSES OF THIS AGREEMENT INCLUDES THE COLLEGE OF FAMILY PHYSICIANS OF CANADA, CECITY.COM, INC. (THE HOST OF CERT+) AND THEIR RESPECTIVE AFFILIATES) TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT. CERT+ RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING SUCH MODIFICATIONS TO THIS WEBSITE. YOUR CONTINUED ACCESS TO OR USE OF THIS WEBSITE AFTER SUCH POSTING WILL SIGNIFY YOUR AGREEMENT TO SUCH MODIFICATIONS, IF ANY.

SCOPE OF LICENSE

The information accessible on this Website (including, for example, the educational materials, scientific content, graphic designs, video, audio, photographic or literary content) is owned by Cert+, its business associates, or third parties. You are authorized to use this information provided on the Website solely for your personal use. You may not access or use this information for commercial, competitive, or any other purposes. You may not modify, republish, post, transmit, or distribute any information without the express written consent of Cert+. You may copy this information only to the extent necessary for your personal use. Cert+ expressly retains all right, title, and interest in and to any proprietary information. Failure to adhere to these provisions could subject you to serious penalties under federal copyright law.

PRIVACY

Your use of the Website is governed by CFPC Privacy Policy, which is incorporated into this Agreement by reference. By using the Website, you indicate that you understand and agree to the practices described in the Privacy Policy. Our privacy policy may be accessed by clicking on the “Privacy Policy” link at the bottom of any page of the Website or by clicking here: <http://www.cfpc.ca/PrivacyPolicy/>

INFORMATIONAL NATURE OF THE SITE: NO MEDICAL ADVICE

THE INFORMATION ON THE WEBSITE IS INTENDED FOR USE AS QUALITY REPORTING PURPOSES AND/OR CONTINUING EDUCATION ONLY AND SHOULD NOT BE CONSTRUED AS MEDICAL ADVICE. THIS INFORMATION SHOULD NOT BE USED IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT BY LICENSED PRACTITIONERS. CERT+ DOES NOT PRACTICE MEDICINE OR LAW, AND DOES NOT OFFER ANY OTHER PROFESSIONAL ADVICE OR SERVICES. YOU ASSUME FULL RESPONSIBILITY FOR APPROPRIATE USE OF THE INFORMATION AVAILABLE THROUGH THIS WEBSITE.

If you think you may have a medical emergency, call your doctor or 911 immediately. Cert+ does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

By disclosing your personal information to the Website, you consent to the uses of such information described in the Privacy Policy and acknowledge that such disclosure and use shall be governed by applicable law. Do not disclose any personal information to the Website if you do not agree to the foregoing.

PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of any user name and password you use to access the Cert+ Website and are fully responsible for all activities that occur under your password or account. You agree (i) to notify Cert+ immediately of any unauthorized use of your password or account or any other breach of security and (ii) to ensure that you exit from your account at the end of each session. Cert+ cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

LINKED WEBSITES AND ADVERTISING

Cert+ may provide links to the websites or services of third-party sites. Links to such third-party sites do not constitute an endorsement by Cert+ of such sites or the products, content, materials, or information presented or made available by such sites. You acknowledge and agree that Cert+ is not responsible for any damages or losses caused or alleged to have been caused by the use of any third-party sites or from the products, content, material, or information presented by or available through those sites.

ACCREDITATION

CERT+ IS NOT RESPONSIBLE FOR ENSURING THE VALIDITY OF ANY CONTINUING EDUCATION OR MAINTENANCE OF CERTIFICATION CREDITS; ISSUING NOTIFICATION OF CREDITS OR CERTIFICATION; ENSURING THE SUFFICIENCY OF CREDITS FOR LICENSE RENEWAL, HOSPITAL BOARDS, MAINTENANCE OF CERTIFICATION, OR RECOGNITION PROGRAMS; ENSURING PROGRAM CONTENT IS SUFFICIENT TO EARN CONTINUING EDUCATION CREDIT; OR ENSURING THE ACCURACY OR COMPLETENESS OF PERSONAL TRANSCRIPTS.

DISCLOSURE OF AFFILIATIONS

Cert+ works with a variety of third parties to provide the services available on this Website and to provide links to other websites. These third parties include, for example, accrediting bodies, content providers, technology providers, and suppliers of medical products, information, and services. These entities may supply information that is posted on or accessible through this Website, and, solely in the case of accrediting bodies, may set standards applicable to certain content, but they do not control the content or the operation of this Website.

DISCLAIMER OF WARRANTY

THIS WEBSITE AND ALL SERVICES AND INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. Without limiting the foregoing, Cert+ makes no representations or warranties about the accuracy, reliability, completeness, correctness, or timeliness of the content, software, text, graphics, video, links, or communications provided on or through the use of the Website.

When using the Website, information will be transmitted over a medium that may be beyond Cert+'s control and jurisdiction. Accordingly, Cert+ does not assume any liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website.

CERT+ DOES NOT WARRANT THAT THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS, ITEMS OR OTHER MATERIALS USED IN CONNECTION WITH THIS WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR USE OF THE INFORMATION AND FOR ANY RESULTS OR LACK OF RESULTS FROM THE USE OF SUCH INFORMATION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL CERT+ BE LIABLE FOR ANY CLAIMS OR LOSSES WHATSOEVER OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AND WHETHER ARISING FROM AN ACTION IN CONTRACT, TORT, OR OTHERWISE, RELATED TO OR IN CONNECTION WITH THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CERT+ SHALL NOT BE LIABLE FOR ANY CLAIMS OR LOSSES IN CONNECTION WITH ERRORS, OMISSIONS, OR INACCURACIES OF INFORMATIONAL CONTENT, OR ANY DECISION MADE IN RELIANCE ON THE INFORMATION CONTAINED ON OR ACCESSIBLE THROUGH THE WEBSITE.

YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS WEBSITE IS TO DISCONTINUE USING THIS WEBSITE AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD CERT+ HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE.

CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of Cert+ to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

SURVIVAL; CLAIMS

The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

Any claims arising in connection with your use of the Website or any content must be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.