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- c. The Web Site and Content are for your benefit as a viewer of the Web Site and/or as a donor of the CCRF (hereinafter a “**USER**”) and contain information of interest to the general public and the chiropractic profession.

3. **Changes to the Web Site**

- a. The CCRF has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Terms and Conditions, in whole or in part, at any time. Changes will be effective when notice of such change is posted at the applicable Web Site. It is User’s responsibility to check the Terms and Conditions regularly to determine whether any changes have been made; please check the Terms and Conditions frequently for updates by checking the date of the “Last Update” at the top of this document. If any term, condition or any change to the Terms and Conditions is not acceptable to User, User must discontinue its use of the Web Site immediately. User’s continued use of the Web Site after any such changes are posted will constitute acceptance of those changes. The Terms and Conditions apply exclusively to User’s use of the Web Site and do not alter the terms or conditions of any other agreement User may have with the CCRF.
- b. The CCRF may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Web Site, including
 - i. removing, adding, modifying, or changing the availability of, restricting access to, or imposing limits on any or all features on, or links to, the Web Site, or
 - ii. adding, removing or changing any fees or charges for use of the Web Site or any feature of the Web Site;
 - iii. removing, adding, modifying or otherwise changing any Content on this Site, including without limitation editing or refusing to post any Content, in whole or in part, that in the sole discretion of the CCRF is objectionable or in violation of the Terms and Conditions. Without limiting the foregoing, the CCRF reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site at any time without notice, but confirms that it has no duty to do so. The CCRF and its service providers will

also have the right to terminate User's use of the Web Site as set out below under the heading "Termination of Use".

- c. User agrees to have the Terms and Conditions and any related information made available to him/her, and to otherwise have communications between User and the CCRF occur, electronically.

4. Permitted Use

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- b. User shall not modify the Content from the form as presented on the Web Site without acknowledging the source of the Content so modified (the "**USER MODIFICATIONS**"). Any User Modifications shall be made solely to the extent necessary to adapt the Content to User's own personal use. Any User Modification shall not modify, edit or delete any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content.
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 - iii. use the Web Site in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Web Site, system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through the Web Site (including without limitation uploading, posting or otherwise transmitting on the Web Site computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the Web Site's infrastructure; or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Web Site or the Content in whole or in part);
 - iv. use the Web Site, the Content or User Modifications in any manner that infringes upon the legal rights of any other person (including privacy and personality rights, copyright, moral rights, and other intellectual property rights), that is unlawful, that violates any right of the CCRF, its partners, licensors, content providers, service providers or contractors, that is prohibited in the Terms and Conditions (including by accessing the Web Site from any location where such access may be illegal or prohibited), that is unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the

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- vi. post or submit any materials to the CCRF or the Web Site which would violate any of the restrictions set out in the Terms and Conditions;
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 - e. soliciting for donations; or
 - f. use of unauthorized or unsolicited junk mail, spam, chain letters, pyramid schemes or any other form of solicitation; or (viii)
- viii. use the Web Site in any manner that may:
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activities, violence, hatred, cruelty or discrimination against any individuals or groups, for any reason, or any act of cruelty to animals;

- b. dilute or depreciate the name and reputation of the CCRF, any Marks (as defined herein), partners, licensors, content providers, service providers or contractors thereof, as applicable;
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- f. User agrees that he/she is solely responsible for actions and communications undertaken or transmitted in the course of his/her usage of the Web Site, User Modifications, and Content, and that User will comply with all laws that apply or may apply to his/her use of or activities on the Web Site or in respect of the Content or the User Modifications. For greater clarity, this includes any Content a User provides to the CCRF through the Web Site or otherwise provides to the CCRF. The CCRF may investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. The CCRF reserves the right at all times to disclose any information (including User's personal information) regarding his/her usage of the Web Site or Content (including any perceived violations of applicable law), in each case as may be permitted or required by applicable law, including as necessary to satisfy any request authorized by applicable law.

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- b. User is granted a limited, nonexclusive right to create a hyperlink to the Web Site. User agrees that if User links his/her web sites to the Web Site, User or User's web sites shall not (a) create frames around any part of the Web Site or use other techniques that alter the visual presentation of this Web Site; (b) imply that the CCRF is endorsing User or any other person, or User's or such other person's products or services; (c) without

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11. Account Number and Password

- a. User is responsible for maintaining the confidentiality of User's membership account information, including, without limitation, User's password. User is responsible for all uses of User's membership account, whether or not actually or expressly authorized by User.

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- a. All information that User provides through the Web Site or in connection with any material submitted, must be true, accurate, current and complete, and where applicable, must be updated by User promptly upon the occurrence of any change in such information.
- b. The CCRF and its service providers will rely on the information User provides. User will be responsible for any and all loss, damage, or additional costs that User, the CCRF or its service providers or others may incur as a result of User's submission of any false, incorrect or incomplete information or User's failure to update his/her registration or other information that he/she submits via the Web Site.
- c. Subject to any applicable law (and, in the case of personal information, the requirements of the CCRF Privacy Statement), any communications sent by or to User via this Web Site or the CCRF, whether solicited by the CCRF or otherwise, are on a non-confidential basis, and the CCRF shall be free to use and disclose the content of any such communication, including without limitation any ideas, inventions, concepts or know-how disclosed therein, for any purpose including without limitation developing, manufacturing and/or marketing goods and services. User agrees to not assert any ownership right of any kind in such communications (including without limitation copyright, trade-mark, patent, unfair competition, moral rights, or implied contract) and User hereby waives such moral rights in favour of the CCRF as well as the right to receive any financial or other consideration in connection with such communication.
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- a. CCRF blog entries will all be written by internal authors and will be author-moderated. The CCRF reserves the right to exercise editorial control over posted content, including without limitation removing, adding, modifying or otherwise changing any blog posting, in whole or in part, in the sole discretion of the CCRF. By submitting a comment to a blog, User understands and agrees that the CCRF may post the comment in its entirety, in an edited version, or not at all. Generally, any editing will be done primarily for purposes of clarity, length or deletion of offensive, inappropriate, or potentially defamatory material.
- b. Comments or opinions expressed on each blog are those of their respective contributors, and do not represent the views of the CCRF. The CCRF has no obligation to screen or censor any of the blog postings, although as described above the CCRF reserves the right to do so from time to time. As a result, the CCRF has no control over, and disclaims any responsibility and liability for, the truth, accuracy, or completeness of any posting, or the quality, safety or legality of the subject of the posting. Each person making a blog posting is solely responsible for the form, content and accuracy of such posting. In addition, because user authentication on the Internet is difficult, the CCRF cannot and does not confirm that each user is who they claim to be. As a result, User acknowledges there may be, and assumes all, risks associated with dealing with other users with whom User comes in contact through the Web Site, including without limitation risk of harm in dealing with strangers, foreign nationals, underage persons or people acting under false pretenses.

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- a. The CCRF respects Users' right to privacy. All information that the CCRF may collect via the Web Site about User during User's visit to the Web Site, is subject to the CCRF's Privacy Statement.

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- a. The CCRF may collect non-personal identification information about User via the Web Site. Non-personal identification information may include the browser name, the type of computer and technical information about User means of connection to the Web Site, such as the operating system and the Internet service providers utilized and other similar information.
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 - “session” cookies, which are not permanently stored on your hard drive and are permanently deleted from your computer after two hours of inactivity or when you end your session, are used solely to help you to navigate around the Web Site; and
 - “persistent” cookies, which remain on your computer so that the Web Site can recognize you when you return.
- c. The Web Site uses cookies for the following:
 - i. When you return to the Web Site, cookies enable us to retrieve the information you previously provided, so you can easily use the features that you customized. Because of our use of cookies, we can deliver faster and more accurate results and a more personalized Web Site experience. For example, if you register for services a cookie helps us to recall your specific information (such as user name, password and preferences).
 - ii. When you watch a video clip or listen to an audio clip on through the Web Site, a cookie may take note of which media player (such as Real Player or Windows Media Player) and which type of clip (high or low bandwidth) you prefer to use on your computer. Note, however, that you can change your video and audio preferences at any time, or choose a player each time you view or listen to a clip.
 - iii. Some parts of the Web Site use cookies to track user traffic patterns. We do this in order to determine the usefulness of the Web Site’s information to our users and to see how effective our navigational structure is

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iv. We also use cookies to identify users who have been banned from using our forums for behaviour that contradicts these Terms and Conditions and to track click streams, for load balancing and to enable you to navigate through the Web Site using redirection pages.

v. Cookies are not used to run programs or to deliver viruses to your computer, are uniquely assigned to your computer, and can only be read by a web server in the domain that issued the cookie to you.

vi. Note that “persistent” cookies, primarily used to personalize your Web Site experience and save you time, will remain on your computer after you have left our Web Site and will expire when you log out of the Web Site, or 60 days after your last visit for security cookies.

vii. Please note that while most browsers are initially set to accept cookies, you have the ability to disable cookies if you wish, generally through changing your internet browser settings. It may also be possible to change your browser settings to enable acceptance of specific cookies. For more information on enabling and disabling cookies, please refer to the help section on your browser. If cookies are disabled it may mean that not all the services of this Web Site might be available.

xvi. **Jurisdiction**

- a. The Web Site is hosted on servers residing in Ontario, Canada, and the Web Site is controlled by the CCRF from the Province of Ontario, Canada. By accessing the Web Site, User agrees that this agreement is formed in the Province of Ontario, Canada, and that all matters relating hereto shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to the conflicts of laws principals thereof.
- b. Any dispute between the CCRF and User or any other person arising from, in connection with or relating to the Web Site, Content, Terms and Conditions, any transaction through the Web Site or any related matter must be resolved before the Courts of the Province of Ontario, Canada sitting in the City of Toronto, and User hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.

xvii. **Termination of Use**

- a. If User breaches any provision of the Terms and Conditions, then, without limiting any other remedy of CCRF, User may no longer use the Web Site or the applicable Contents that are made available through the Web Site. The CCRF, in its discretion, shall determine whether the Terms and Conditions have been violated.
- b. The CCRF or its service providers may at any time and for any reason, with or without cause, and in their sole discretion, immediately:
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 - ii. suspend, terminate, remove or permanently delete and destroy, as applicable, any of Users:
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 - 2. any material that User or others may have posted or submitted to one or both Web Site;
 - iii. restrict access to the materials posted or submitted to the Web Site; and (iv) bar User from any future use of the Web Site; all without any prior notice or any liability to User or any other person, and User agrees to comply with all such measures.

xviii. **Other**

- a. If for any reason a court of competent jurisdiction finds any provision of the Terms and Conditions or portion thereof to be unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms and Conditions, and the remainder of the Terms and Conditions shall continue in full force and effect. The CCRF's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions or any right shall not be construed as a waiver of any such provision or right. User and the CCRF are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by the Terms and Conditions or use of the Web Site, any Service or Content by User.
- b. The Terms and Conditions (including the terms and conditions regarding use of the Web Site, as set out on the Web Site, constitute the entire agreement between the CCRF and User with respect to the subject matter

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- c. The provisions of the Terms and Conditions will ensure to the benefit of and be binding upon the CCRF and any service providers, as applicable, and their respective successors and assigns, and User and User's heirs, executors, administrators, successors and personal representatives. User may not assign the Terms and Conditions or User's rights and obligations under the Terms and Conditions without the express written consent of the CCRF, which may be withheld in the CCRF's sole discretion. The CCRF and its service providers may assign these terms and conditions and their respective rights and obligations under these terms and conditions without User's consent.