



<b>Title:</b>	MC Policy: Website Terms & Conditions		
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## **MC Policy: Website Terms & Conditions**

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### **1. Acceptance of Website Terms and Conditions**

These website terms and conditions of use for myeloma.ca, and other Myeloma Canada (“Myeloma Canada”) websites constitute a legal agreement and are entered into by and between you and Myeloma Canada. The following terms and conditions on Myeloma Canada websites govern your access to and use of such websites (the “Website”).

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using the Website, you represent and warrant that you have the capacity under applicable law to form a binding contract with Myeloma Canada and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **2. Modifications to the Terms and Conditions and Website**

Myeloma Canada reserves the right in its sole discretion to revise and update these Terms and Conditions from time to time. All such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website may be changed, withdrawn, or terminated at any time in Myeloma Canada’s sole discretion without notice. Myeloma Canada will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

### **3. Privacy**

The security of your personal information is very important to Myeloma Canada. However, the transmission of information via the Internet is not completely secure. Although Myeloma Canada does

its best to protect your personal information, Myeloma Canada cannot guarantee the security of your personal information transmitted through the Website. Any transmission of personal information is at your own risk. Myeloma Canada is not responsible for circumvention of any privacy settings or security measures contained on the Website.

#### **4. Intellectual Property and Ownership**

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Myeloma Canada, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

Myeloma Canada name and all related names, logos, product and service names, designs, images, and slogans are trademarks of Myeloma Canada or its affiliates or licensors. You must not use such marks without the prior written permission of Myeloma Canada. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, in any form or medium whatsoever without Myeloma Canada's consent except:

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- one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by these Terms and Conditions.

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If you print off, copy, or download any part of the Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at Myeloma Canada's option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by Myeloma Canada. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## **5. No Reliance**

The content on the Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on the Website.

Although Myeloma Canada makes reasonable efforts to update the information on the Website, Myeloma Canada makes no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date. Your use of the Website is at your own risk and Myeloma Canada holds no responsibility or liability whatsoever for your use of this Website.

## **6. Third-Party Websites**

For your convenience, this Website may provide links or pointers to third-party sites. Myeloma Canada makes no representations about any other websites that may be accessed from this Website. All statements and/or opinions expressed in any such third-party content, other than the content provided by Myeloma Canada, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Myeloma Canada. If you choose to access any such sites, you do so at your own risk. Myeloma Canada has no control over the contents of any such third-party sites and accepts no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

## **7. Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

MYELOMA CANADA DOES NOT MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, MYELOMA CANADA DOES NOT WARRANT THAT THE WEBSITE AND ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

MYELOMA CANADA CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, MYELOMA CANADA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT

YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

### **8. Limitation of Liability**

You understand and agree that you use the Website and its services at your own discretion and risk and that you will be solely responsible for any damages that arise from such use.

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL MYELOMA CANADA BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF MYELOMA CANADA WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF MYELOMA CANADA WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW. YOUR ONLY RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH THIS WEBSITE OR SERVICES OR WITH MYELOMA CANADA SHALL BE TO TERMINATE THE USE OF THIS SITE AND SERVICES.

### **9. Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Myeloma Canada, its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and any other affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, third-party sites and any use of the Website's content, services, and products not expressly authorized in these Terms and Conditions.

### **10. Governing Law and Choice of Forum**

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of Quebec and/or the Federal Court of Canada, and yourself and Myeloma Canada irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

### **11. Waiver**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### **12. Severability**

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **13. Entire Agreement**

The Terms and Conditions and any linked terms incorporated herein by reference constitute the sole and entire agreement between you and Myeloma Canada regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

### **14. Reporting and Contact Information**

Should you become aware of misuse of the Website including libelous or defamatory conduct, you must report it to Myeloma Canada at [contact@myeloma.ca](mailto:contact@myeloma.ca). Feedback, comments, requests for technical support, and other communications relating to the Website should also be directed to [contact@myeloma.ca](mailto:contact@myeloma.ca).

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