Hope Pregnancy Support Centre (HPSC)

Terms of Use and Conditions of Linking

Hope Pregnancy Support Centre welcomes links to its website (the "Site") from any website meeting its criteria and provided you agree to the following terms and conditions.

The terms and conditions set forth herein govern your access to or any link that you establish to the Site. By linking or accessing any portion of the Site you will be deemed to have agreed to these Terms and Conditions of Linking.

License

Subject to these Terms and Conditions, HPSC grants you a limited, non-exclusive, non-transferable, revocable and royalty-free license to:

Provide a hypertext reference link ("Link") to the Site, as identified by the Uniform Resource Locator ("URL") www.parrysoundhope.com, solely for informational and non-commercial purposes, and only for the purpose of linking your website to the Site; and Use its name and logo ("Marks") solely for the purpose of creating and describing the Link.

Restrictions and Guidelines

If you link to the Site, you agree to comply with the following restrictions and guidelines:

The Marks, when used pursuant to the limited license, shall be properly and accurately displayed in connection with any display and description of the Link visible on your website, however, the Marks shall not be the most prominent trademark on your website;

Except for the limited license to use the Marks granted herein, you may not use or modify the Marks or use any other trademarks or service marks owned or controlled by HPSC for any reason whatsoever without prior written consent.

You will not create frames around the Site or any portion of its content or use other techniques that alter the visual presentation of the Site;

You will not display or use a Link in a manner that causes the Site to be associated with any advertising or sponsorship not part of the Site or otherwise incorporate any of the content of the Site into a third-party website;

You will not display or use an inline link to any information file contained in the Site; You will not alter, block or otherwise prevent display of any content of the Site;

You will not link to the Site through any other URL or mirrored site;

You will not link to the Site if, to a reasonable person, your site may be obscene, defamatory, harassing, grossly offensive, or malicious to any person of any age;

You will not state or imply that HPSC endorses you or your products or services, or in any manner that can be reasonably interpreted to suggest that editorial content on your site has been authored by, or represents the view or opinions of, HPSC:

You will not state or imply that there is any relationship between HPSC and you, without prior written consent; and/or

You will not misrepresent the nature of your relationship with HPSC or present false or misleading information concerning the Site or the services performed by HPSC.

Disclaimers

You expressly agree that the establishment of any Link to the Site is at your sole risk. Neither HPSC, nor any of their officers, directors, trustees, employees, volunteers, agents, third party content providers, sponsors, licensors ("Providers") or the like warrant that the Site will be uninterrupted or error free; nor do we or they make any warranty as to the results that may be obtained from the use of the Site, or as to the accuracy, reliability or currency of any content, information, product or service provided through the Site.

This site, the information and materials on the site and the services made available on the site are provided on an "as is" and "as available" basis without any representation or warranty, express or implied. To the fullest extent permissible by law, Hope Pregnancy Support Centre, disclaims all warranties, express or implied, of any kind or nature, including, but not limited to, warranties of merchantability, non-infringement, or fitness, for any particular purpose. You acknowledge that the materials accessible on or through the site may contain inaccuracies and typographical errors and Hope Pregnancy Support Centre does not warrant the accuracy or completeness of such materials or the reliability of any advice, opinion, statement, or other information displayed or distributed through this site. You acknowledge that any reliance on any such advice, opinion, statement, or other information shall be at your sole risk. Hope Pregnancy Support Centre reserves the right, in its sole discretion, to correct any errors or omission in any part of the site, and Hope Pregnancy Support Centre may make any other changed to the site, the materials accessible on or through the site, and the products, programs, services or prices (if any) described in the site at any time without notice.

Hope Pregnancy Support Centre will not be liable for any damages of any kind, including, but not limited to direct, indirect, incidental, special, punitive or consequential damages, arising from the establishment of any link to or use of this site, including, but not limited to, your reliance on any information obtained from or through the site or that result from mistakes, omissions, interruptions, deletions of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting form acts of God, communications failure, theft, destruction or unauthorized access to our records, programs or services. No oral advice or written information given by Hope Pregnancy Support Centre nor its affiliates, nor any of our or their officers, directors, trustees, employees, volunteers, agents, providers or the like, shall create a warranty; nor shall you rely on such information or advice.

Under no circumstances shall Hope Pregnancy Support Centre or any other party involved in creating, producing, or distributing the Site be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Site. You hereby agree that this paragraph shall apply to all information, services, and products available through the Site. Because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, in such jurisdiction's liability is limited to the fullest extent allowed by law.

Indemnity

You agree to indemnify, defend and hold harmless Hope Pregnancy Support Centre, its directors, trustees, officers, employees, attorneys, volunteers, agents and representatives from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) any allegation that any materials included on your website infringe or otherwise violate the copyrights, trademark, trade secret or other intellectual property or other proprietary rights of any third party; and (c) your activities in connection with this Site. Your obligations under this paragraph will survive the termination or expiration of these Terms and Conditions.

Proprietary Rights

You agree that the Site, including, without limitation, all content, text, images, software, media, and other materials therein, is proprietary to or licensed by Hope Pregnancy Support Centre, is protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed without the express prior written consent of Hope Pregnancy Support Centre. You do not have the right to use, publish, share, sell or otherwise distribute any data collected with respect to visitors to your website which relates to (a) their clicking on a Link; (b) their use of the Site; or (c) any other information deemed proprietary by Hope Pregnancy Support Centre.

Termination

The term for which you may establish a Link to the Site begins on the date you establish the Link. You may terminate the Link at any time. We may terminate your permission to Link to the Site at any time, without notice, for any reason whatsoever. Upon termination, you will immediately: (a) discontinue or disable the Link; (b) remove the Link and the Marks from your website; and (c) destroy any copies of data from the Site in your possession, custody, or control.

Miscellaneous

Hope Pregnancy Support Centre may amend this Agreement at any time. You agree to abide by the Agreement, as amended from time to time. This Agreement may not be assigned without the prior written consent of Hope Pregnancy Support Centre. This Agreement shall be governed by and construed according to the laws of the province of Ontario and the federal laws of Canada applicable therein. You also agree and hereby submit to the exclusive jurisdiction and venue of the courts of the province of Ontario.