

## Terms of Use and Copyright Policy

*Last updated: April 2024*

These terms and conditions outline the rules and regulations for the use of WENTWORTH-HALTON X-RAY AND ULTRASOUND INC.'s Website, located at <https://whxray.com/>

By accessing this website we assume you accept these terms and conditions. Do not continue to use <https://whxray.com/> if you do not agree to take all of the terms and conditions stated on this page.

WENTWORTH-HALTON X-RAY AND ULTRASOUND INC. (collectively, "WH X-RAY" or "we" or "our" or "us") maintains the Content found and published at <https://whxray.com/> and such other locations on the internet as made available from time to time by us (the "Website"). In this Terms of Use and Copyright Policy, "you" or "your" means an individual who is using the Website. The Website provides information related to WH X-RAY's services (the "Services") and allows you to make appointments for the Services.

"Content" means the text, software, scripts, data feeds, audio, music, video, media players, ad scripts, graphics, photos, advertisements, interactive features and other materials that you may view on, access through, or contribute to the Website including but not limited to links to third party websites.

By browsing, inputting information, reviewing information, obtaining any media or document, directly or indirectly, from the Website, you agree to comply with and be bound by this Agreement. Access to the Website may be revoked in WH X-RAY's sole discretion. WH X-RAY will not be liable to you or any third-party for any such revocation. **If you are using the Website on behalf of a company, Minor or other legal entity, all references to "you" throughout this Agreement will include such person. You represent and warrant that you have the ability to bind such person to this Agreement.**

## Cookies

We employ the use of cookies. By accessing <https://whxray.com/>, you agreed to use cookies in agreement with the WH X-Ray's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

## License

Unless otherwise stated, WH X-RAY and/or its licensors own the intellectual property rights for all material on <https://whxray.com/>. All intellectual property rights are reserved. You may access this from <https://whxray.com/> for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from <https://whxray.com/>
- Sell, rent or sub-license material from <https://whxray.com/>
- Reproduce, duplicate or copy material from <https://whxray.com/>
- Redistribute content from <https://whxray.com/>

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. WH X-RAY does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of WH X-RAY its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, WH X-RAY shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

WH X-RAY reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant WH X-RAY a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### 1. **Acceptance of Agreement**

As a condition to use of the Website, you represent and warrant that you have reached the age of eighteen (18) and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement or if you have not reached the age of eighteen (18) (a "**Minor**"), you are using the Website only in the presence of your parent or legal guardian.

### 2. **Changes to Agreement**

This Agreement may be amended by us from time to time without specific advance notice to you. The latest Agreement will be posted on the Website. Your continued use of, or access to, the Website following the posting of any changes constitutes acceptance of those changes.

### 3. **User's rights**

WH X-RAY hereby grants you permission to access and use the Website as set forth in this Agreement, provided that:

1. You agree not to transmit any bugs or viruses or other contaminants or unduly interfere with the operation or functionality of the Website;
2. You agree not to alter or modify any part of the Website;
3. You agree not to distribute in any medium, any part of the Website or Content;
4. You agree to comply with all applicable laws related to using the Website;
5. You agree not to use the Website for any purpose other than to obtain information about our Services or book our Services (the "**Purpose**"); and
6. You agree not to attempt to gain unauthorized access to an Account.

You understand that when using the Website, you may be exposed to Content from a variety of sources, and that WH X-RAY is not responsible for the accuracy, usefulness, safety, security, or efficacy of or relating to such content

#### 4. Accounts

To access certain features of the Website, you may have to create one or more accounts (each an “**Account**”). The Accounts are operated by third party service providers and not WH X-RAY. After an Account is created for you, you may have the opportunity to upload/submit certain information (the “**User Generated Content**”). By providing the User Generated Content, you grant WH X-RAY a non-exclusive license to collect, modify, use, copy, distribute and store such content to the extent necessary to provide the Services to you, subject to our Privacy Policy.

WH X-RAY reserves the right to access your Account to ensure it is being used in compliance with this Agreement or to fix problems or if we are suspicious of any misuse. WH X-RAY reserves the right to decide whether any User Generated Content violates this Agreement or any applicable law. WH X-RAY may, at any time, without prior notice and in its sole discretion, remove such content and/or revoke access to your Account for submitting material in violation of this Agreement or the law. WH X-RAY reserves the right to terminate accounts that are inactive for an extended period of time.

Your right to use an Account is not transferable. You are solely responsible for the activity that occurs on your Account. You may be liable for the losses of WH X-RAY or others due to unauthorized use.

#### 5. Copyright and Trademarks

The Website, all Content, and rights therein, except the User Generated Content (collectively, the “**Non-User Generated Content**”) are WH X-RAY or WH X-RAY’s third party provider’s property and are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. You do not acquire ownership rights to any Non-User Generated Content.

Subject to this Agreement, you are hereby granted a limited, non-transferable, non-exclusive license to access, view and use the Website (including the underlying software) strictly for the Purpose. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S., Canadian, or other applicable export laws. Other than for the Purpose, the reproduction in any form, the incorporation into any information retrieval system (whether electronic or mechanical), reverse-engineering, duplication, recording (whether visual or audio), streaming, redistribution, preparation of derivative works, licensing, exploitation, sale, assignment, use, modification or publication or any other use by you of any part of the Non-User Generated Content in any manner whatsoever except with our written consent, is strictly prohibited. WH X-RAY disclaims any and all liability for any consequences which may result from the unauthorized reproduction or use of the Website whatsoever.

Our trademarks, trade names and trade dress (collectively, the “**WH X-RAY Trademarks**”) may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Nothing in this Agreement should be construed as granting any license or right to use any WH X-RAY Trademarks displayed on the Website, without our prior written permission in each instance. All goodwill generated from the use of WH X-RAY Trademarks will ensure to our exclusive benefit.

The copyright in the Website, and in the underlying source HTML files which implement the hypertext features of the Website (the “**Document Set**”) is owned by WH X-RAY. You are authorized to view, reproduce and print the Document Set only for and in connection with the Purpose.

#### 6. Disclaimers

- i) **Website Changes and Availability:** We reserve the right to modify, suspend or discontinue any aspect of the Website or edit or remove information on/from the Website at any time without notice. The Website may also be unavailable from time to time due to maintenance or malfunction of computer or

- network equipment or other reasons. We are not liable to you for changes to the Website and the unavailability of the Website for any reason.
- ii) **Access:** We reserve the discretion to limit access to the Website to any person, geographic region or jurisdiction.
  - iii) **Content:** The Content is for informational purposes only. Any reliance on any Content from this Website is at your own risk.
  - iv) **Loss of Data:** You are responsible for your use and/or misuse of the Website. Any information or material downloaded or otherwise obtained through the Website is at your own discretion and risk and you will be solely responsible for any damage to your computer system, loss of data, or any other loss that results from downloading or using any such material.
  - v) **Communications Disclaimer:** Due to the insecure nature of communication online, we do not guarantee the confidentiality of any communications taking place through the Website.

**THE CONTENT AND SERVICES FROM OR THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS.**

To the maximum extent permitted by applicable law, we assume no liability or responsibility for any liability of any kind arising out of or incurred in connection with (i) the provision of the Website, including without limitation as to the completeness, accuracy, currency, fitness for a particular purpose or viruses you may encounter through the Website and (ii) any causes beyond our control.

Subject to applicable law, we are not liable for indirect, special, incidental or consequential damages (including litigation or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise even if advised of the possibility of such damages and/or any injury or damage not directly due to our negligence or willful misconduct.

## **7. Third Party Services**

The Website may contain links to other websites including but not limited to those of the software suppliers. We are not responsible for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website does not imply approval or endorsement of the linked website by us.

## **8. Privacy Policy**

You acknowledge that you have read our privacy policy located on the Website at <https://whxray.com/> as it may be updated from time to time (the “**Privacy Policy**”), which is incorporated herein by reference and forms an integral part of this Agreement.