



Terms of Use

This website is owned and operated by Natural Health Services Ltd. (“NHS”).

Please carefully read these Terms of Use and the Disclaimer before using the NHS website. These Terms of Use and the Disclaimer exempt NHS and other persons from liability, specify the jurisdiction for the resolution of disputes and contain other important provisions.

BY USING THE NHS WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE AND THE DISCLAIMER. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND THE DISCLAIMER, THEN YOU MAY NOT USE THE NHS WEBSITE.

1. Your Acceptance of these Terms of Use

These Terms of Use are a binding agreement between you and NHS regarding your access to and use of NHS’ website (the “Website”). Each time you use the Website, you signify your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms of Use. If you do not unconditionally accept and agree to these Terms of Use, then you may not use the Website.

In these Terms of Use, a reference to the “Website” includes all information and other content (including all text, graphics, images, video, and other elements available on or through the Website) available on or through the Website and the design, structure, selection, arrangement and look and feel of each element of the Website and the Website as a whole.

2. Changes to these Terms of Use

NHS may change these Terms of Use at any time and from time to time, without any prior notice, by posting the changed Terms of Use on the Website

at www.naturalhealthservices.ca/terms-of-use. The changed Terms of Use are effective immediately on posting on the Website unless the changed Terms of Use expressly state otherwise. It is your responsibility to regularly check the “Last Updated” date at the top of these Terms of Use and review any changes since the previous version. By using the Website after these Terms of Use have been changed by NHS, you signify your unconditional acceptance and agreement to be bound by the changed Terms of Use. You may not change these Terms of Use.

3. Permitted Users

The Website may be used only by individuals (natural persons) who are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they are resident and are capable of forming a binding contract under applicable law. You may not use the Website if you do not unconditionally accept and agree to these Terms of Use, if you have breached these Terms of Use or if your permission to use the Website has been suspended or terminated by NHS.

4. Permitted Use of the Website

Subject to these Terms of Use and all applicable laws, you may use the Website for your lawful, personal use for non-commercial purposes only, only in the manner purposefully made available by the Website and in accordance with these Terms of Use and all applicable laws. Use of the



Website for any other purpose or in any other manner is strictly prohibited. You are solely responsible and liable for ensuring that your access to and use of the Website complies with all applicable laws.

5. Currency/Errors

The information and content on or available through the Website is updated periodically, but is not intended to be a comprehensive, current or complete statement of all matters and developments concerning NHS and its business. The information and content on or available through the Website might not be accurate, current or complete, and errors or inaccuracies might not be corrected. NHS does not accept any liability for any information or content on or available through the Website.

6. No Advice

The Website is for general informational purposes only, and is not, and should not be construed or interpreted as, or substituted for, professional advice or recommendations (including medical, legal, financial, investment or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any information obtained on or through the Website.

7. Linked Sites

For your convenience, the Website may provide links or references to Internet sites or resources operated by independent persons (collectively, "Linked Sites"). Activating a link may cause your browser to leave the Website and connect with the Linked Site. Linked Sites are independent from the Website and may have different or inconsistent terms of use and privacy policies. NHS does not sponsor or endorse or have any responsibility or liability for or control over any Linked Site, any information, product, service, business, company or content available on or through any Linked Site or the collection of your personal information through any Linked Site or by the owner or operator of any Linked Site. Your use of Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against NHS for any loss or damage whatsoever arising from, connected with, or relating to your use of any Linked Site, your dealings with the owner or operator of any Linked Site or any information, product, service, business, company or content available on or through any Linked Site.

8. Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL NHS GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF NHS GROUP, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY,



AND EVEN IF NHS GROUP KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS, DAMAGE OR LIABILITY BEING INCURRED.

DEFINITION: IN THESE TERMS OF USE, "NHS GROUP" MEANS NHS AND EACH OF ITS AFFILIATES AND SUBSIDIARIES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

This section 8 does not apply if and to the extent prohibited by applicable law.

9. Privacy Policy

The Website collects information that you specifically and knowingly provide and uses technological measures to collect information about your use of the Website. By using the Website, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of NHS as explained in the [NHS Privacy Policy](#) as revised from time to time, and as otherwise permitted by applicable law.

10. Feedback

If you give any feedback (including any ideas or suggestions for enhancements or improvements) about the Website or any of NHS' products or services to NHS, then NHS and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any and all ways and for any and all purposes without providing any compensation or attribution to you or any other person.

11. Prohibited Use of the Website

You will not: (a) use the Website in any manner or for any purpose except as expressly permitted by these Terms of Use; (b) use the Website for a commercial or business purpose (whether or not for profit) or on behalf of, or for the benefit of, any other person; (c) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Website or attempt to access or use the Website by any means that is not deliberately made available for that purpose by NHS; (d) use the Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; (e) license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, assign, pledge, copy, reproduce, modify, distribute, imitate, publish, republish, translate, create derivatives of, repost, publicly display, publicly perform, transmit, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of the Website to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; (f) index, crawl, catalogue, mirror, frame, scrape, download, store, cache, or otherwise collect or mine data from the Website for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; (g) alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the Website; or (h) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use the Website in a way that would constitute an infringement of the rights of NHS or a breach of these Terms of Use if it were done by you. The



foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

12. Ownership of Website

Copyright © 2017 Natural Health Services Ltd. All Rights Reserved. The Website and the technologies and data used to operate the Website and all related proprietary rights (including copyright) are owned solely by NHS and are protected by Canadian and international intellectual property laws. You will not acquire any right, title or interest in, to or associated with the Website or any related technologies and data.

13. Disclaimer

To the fullest extent permitted by applicable law, this Website is made available and provided by NHS to you on an “as is”, “as available” and “with all faults” basis and without any representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, including any representation, warranty, condition or guarantee of or relating to accuracy; availability; completeness; timeliness; lack of errors, viruses or other harmful components; correction of defects; security; reliability; quality; fitness for a particular purpose; merchantability; non-infringement or results; all of which are hereby waived by you and disclaimed by NHS to the fullest extent permitted by applicable law; and no representation, warranty, condition or guarantee will be created by any advice or information, whether oral or written, provided by or on behalf of NHS. If you are dissatisfied with this Website, your sole remedy is to stop using this Website.

This Website may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. NHS is not responsible or liable for any delays, delivery failures or other damage or loss resulting from any of those problems.

The foregoing disclaimers do not apply if and to the extent prohibited by applicable law.

14. Restrictions/Changes/Termination

The Website may contain technologies that restrict or limit the use of the Website. NHS in its discretion may change, suspend or terminate the Website, or limit, suspend or terminate your use of the Website, effective immediately at any time and without any notice or liability to you or any other person. The Website may be interrupted or unavailable from time to time, including for maintenance or due to causes beyond the control of NHS, all without any notice or liability to you or any other person.

If your permission to use the Website is terminated for any reason, then these Terms of Use will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including any related dispute).

15. Governing Law

Unless applicable law expressly provides otherwise, these Terms of Use and the Website and all related matters are governed by and will be construed and interpreted solely in accordance with, the laws of the Province of Alberta, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction.



16. Disputes

Except as expressly set out below, and unless applicable law requires otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Use or the Website or any related matter (each a “Dispute”) will be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Calgary, Alberta. The language of the arbitration will be the English language. If ICDR Canada is not operative, the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (Alberta). Notwithstanding the foregoing, NHS may commence legal proceedings against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Use or to protect NHS’s rights and interests.

Unless applicable law requires otherwise, if you fail to commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, then any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by applicable law remains unaffected.

17. Indemnification of NHS Group

You will defend, indemnify and save and hold harmless each member of the NHS Group and each of their respective directors, officers, managers, employees, agents, members, shareholders, licensors, suppliers, successors and assigns from and against any and all losses, damages, liabilities, costs, claims, complaints, demands, actions, suits and proceedings (including reasonable lawyers’ fees) arising from, connected with or relating to any breach by you of these Terms of Use or your use of the Website.

18. General Matters

Miscellaneous: These Terms of Use are binding on you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. These Terms of Use are for the benefit of NHS Group. No consent or waiver by NHS to or of any breach by you of these Terms of Use will be effective unless in writing and signed by NHS or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of NHS Group under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to which NHS Group may be lawfully entitled under these Terms of Use or at law, and NHS Group may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will not assign or transfer these Terms of Use or any of your rights and obligations under these Terms of Use without the express prior written consent of NHS, which consent may be withheld in NHS’ discretion. NHS may, without your consent, assign its rights and obligations under these Terms of Use. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose.

Interpretation: In these Terms of Use: (a) a reference to “Terms of Use” refers to these Website Terms of Use as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) “discretion” means a person’s sole, absolute and unfettered discretion; (e) “including” or “includes” means including or includes (as applicable) without



limitation or restriction; (f) “law” includes common law, equity, statutes and regulations; and (g) “person” includes an individual, corporation and any other legal entity.

Complete Agreement: These Terms of Use set out the entire agreement between you and NHS regarding your use of the Website. These Terms of Use may not be modified except as set out in section 2. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and NHS regarding the Website.

Language: You and NHS have each expressly requested and required that these Terms of Use and all related notices and other documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these Terms of Use provided by NHS is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version will take priority and govern.

If you have any questions or comments regarding these Terms of Use, please contact NHS by email to legal@sunniva.com.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE.