

Terms of Use

Effective Date: March 28, 2022

The **Virtual Hearing Services Project** at Baycrest provides an online hearing screening test (“Services”) using resources of a company called Shoebox Ltd. (“Shoebox”), available at this link: <https://www.shoeboxonline.com/baycrest/>

These Terms of Use (“Terms”) govern the use of the Services. The terms “You” and “Your” refer to users of the Services. “Us”, “our” and “we” are used in reference to Baycrest Hospital.

PLEASE READ THE TERMS CAREFULLY, as they govern your use of the Services.

By using the Services, you acknowledge that you have read, understood and agree to be bound by these Terms, as amended from time to time; these terms are a legal contract between Baycrest and you. You confirm that you possess the legal right and capacity to understand and agree to the Terms, and that you are not a minor. If you do not agree to these Terms in whole or in part, you are not permitted to use the Services.

Baycrest has entered into an agreement with Shoebox to provide the Services.

Baycrest reserves the right, in its sole discretion, to change, add or remove portions of these Terms at any time without incurring any liability or obligation. You may not change the Terms. Using the Services after Baycrest makes changes to the Terms means you agree to and accept the revised Terms.

Use of the Services

Use of the Services is for informational purposes only. You agree that you will use the Services and any content found on the Services solely for your personal or other lawful purposes and that you shall not use information contained in the Services or the links to the Services in any claims, proceedings, suits or actions against Baycrest or its affiliates, subsidiaries or suppliers.

Baycrest grants limited authorization to access and use the Services. You agree that you will not:

- copy, duplicate, download, reproduce, transmit, encode, distribute, or exploit the Services for commercial purposes or for any criminal, malicious, harmful, dishonest or bad faith purpose;
- attempt to carry out any harmful or malicious acts directed to the Services its components such as introducing viruses, trojan horse, bots, botnets, malicious content, data manipulation, denial of service (DoS), or any other such harmful programs or files;

- misrepresent yourself, or disguise the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Baycrest or any third party in relation to the Services);
- access or search any part of the Services by any means other than publicly supported interfaces (for example, “scraping”);
- gain unauthorized access of Personal Information as defined in the Privacy Policy;
- use the Services or content therein to generate or send unsolicited communications, advertising, chain letters, or spam.

Services

The Services are intended for use only in the jurisdictions where they may be lawfully offered for use or sale and neither the use nor sale is intended where prohibited by law.

We reserve the right to terminate access to the Services or to any information made available via the Services in our sole discretion at any time and without notice. Baycrest shall not be liable to anyone (whether you or any third party) for doing so.

Electronic Consent

You agree that all agreements, notices, disclosures and other communications that Baycrest provides to you electronically satisfy any legal requirement that such communications be in writing. If you are a healthcare provider providing links to our Services for your patients or clients to use the Services, you do so with their consent and agree that this is not a solicitation by Baycrest.

Privacy

You acknowledge that you have read and you agree to the Privacy Policy applicable to the Services, and by proceeding to use the Services you are bound by them, as amended from time to time.

Not Healthcare

Use of the Services is at your own risk. **You must not rely on the Services as healthcare advice, diagnosis or treatment**, nor to replace the advice of a qualified healthcare professional. Baycrest makes no representations or warranties, express or implied, that the Services will result in the treatment, cure, or prevention of any illness or diseases. Always consult with your doctor or other qualified healthcare professional before beginning any health-related program, or making

any other lifestyle change. Call 9-1-1 or go your nearest hospital emergency department if your health situation is urgent.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Baycrest or its affiliates, or their respective directors, officers, employees, agents, licensors, successors and assigns be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including without limitation, any direct, special, indirect, punitive, incidental or consequential damages, loss of use, loss of data, any other loss incurred in connection with your use, misuse or reliance upon the Services, your inability to use the Services, personal injury, fines, fees, penalties or other liabilities), whether or not we were advised of the possibility of such damages, resulting from or related to the Terms.

Indemnity

You agree to indemnify and hold Baycrest, its affiliates, and their respective directors, officers, employees, agents, licensors, successors and assigns, harmless from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from your use of the Services or your violation of these Terms in connection with your use of the Services.

Links to other Services

The Services may contain links to third party services or references to products or services other than those of Baycrest. These links are for your convenience only and do not imply the endorsement or approval of them by Baycrest. You interact with the third party links at your own risk.

Warranties and Disclaimer

You acknowledge, understand, and agree that all information and content provided as part of the Services are provided “as is” and “as available”, with all faults and without warranties or conditions of any kind.

To the fullest extent permitted by applicable law, we expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Without limiting our express obligations in these Terms, we do not warrant that your use of the Services will be uninterrupted or error-free, that we will review your data for accuracy or that we will preserve or maintain your data without loss.

You understand that use of the Services may necessarily involve transmission of your Personal Information and other data over networks that we do not own, operate or control, and we are not responsible for any of your data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to defeat our security safeguards or those of our third-party service providers.

We will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control. You may have other statutory rights, but the duration of statutorily required warranties, if any, will be limited to the shortest period permitted by law.

Copyrights

All content on the Services (including the design, layout, comments, links, information, appearance and graphics) are protected by copyright laws and other intellectual property laws and treaties, both in Canada and around the world and all rights therein are reserved, and is owned by Baycrest or the party credited as the provider of the content, including intellectual property of Shoebox Ltd. Except as granted in the limited licenses herein, any use of the content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Services or of its content, whether in whole or in part, is strictly prohibited without our prior written consent.

General Legal Terms

- Use of the Services is unauthorized, and you agree not to use them or access the Services in any jurisdiction where the Services may violate any laws or regulations. You agree that you are solely responsible for compliance with all applicable laws or regulations.
- The Services are provided by Baycrest from its offices within the Province of Ontario, Canada. You agree that all matters relating to these Terms, or your access or use of the Services and its content shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario and Canada, with respect to all matters relating to your access and use of the Services and the content as well as any associated disputes.
- Baycrest's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

- You are responsible for all software, hardware, services (such as Internet service), and equipment necessary to access and use the Service, including any related expenses.
- The invalidity or unenforceability of any provision of the Terms or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of the Terms.

CONTACT US:

If you have any questions about these Terms, please contact us:

By email: hearing@baycrest.org

Telephone: 416-785-2476.