



Dr. Amy Website Terms & Conditions

This document pertains to the Website: **dramycaregiving.com**. By using this Website, you agree to these Terms and Conditions of use. If you do not agree to these Terms and Conditions, then you should discontinue using this Website.

If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us by email at [contact@ dramycaregiving.com](mailto:contact@dramycaregiving.com).

Introduction

These Terms and Conditions govern your use of this website; by using this website, you accept these Terms and Conditions in full and without reservation. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this website.

You must be at least 13 [thirteen] years of age to use this website. By using this website and by agreeing to these Terms and Conditions, you warrant and represent that you are at least 13 years of age.

License to use website

Unless otherwise stated, Dr. Amy D'Aprix and/or licensors own the intellectual property rights published on this website and materials found within. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, files or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- sell, rent or sub-license material from the website;
- edit or otherwise modify any material on the website;
- sell, rent or sub-license material from the website;
- redistribute material from this website - except for content specifically and expressly made available for redistribution; or
- republish or reproduce any part of this website through the use of iframes or screenscrapers.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website without Dr. Amy D'Aprix's express written consent.



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This includes:

- scraping
- data mining
- data extraction
- data harvesting
- 'framing' (iframes)
- Article 'Spinning'

You must not use this website or any part of it to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the express written consent of Dr. Amy D'Aprix.

Restricted access

Access to certain areas of this website is restricted. Dr. Amy D'Aprix reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. Dr. Amy D'Aprix may change or modify this policy without notice.

If Dr. Amy D'Aprix provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security.

Dr. Amy D'Aprix may disable your user ID and password at Dr. Amy's sole discretion without notice or explanation.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Dr. Amy D'Aprix makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, binding advice of any kind. If you require specific advice in relation to any legal, financial, or medical matter you should consult an appropriate professional.



Dr. Amy Website Terms & Conditions

Limitations of liability

Dr. Amy D'Aprix will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the liability of in respect of any:

- death or personal injury caused by the negligence of or its agents, employees or shareholders/owners;
- fraud or fraudulent misrepresentation on the part of ; or
- matter which it would be illegal or unlawful for to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You agree that you will not bring any claim personally Dr. Amy D'Aprix's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Dr. Amy D'Aprix's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.



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Indemnity

You hereby indemnify and undertake to keep indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by to a third party in settlement of a claim or dispute on the advice of Dr. Amy D'Aprix's legal advisers) incurred or suffered by arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

Breaches of these Terms and Conditions

Without prejudice to Dr. Amy D'Aprix's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, may take such action as deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Dr. Amy D'Aprix may revise these Terms and Conditions from time-to-time. Revised Terms and Conditions will apply to the use of this website from the date of the publication of the revised Terms and Conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Dr. Amy D'Aprix may transfer, sub-contract or otherwise deal with Dr. Amy D'Aprix's rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

Severability

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These Terms and Conditions, together with Dr. Amy D'Aprix's Privacy Policy, constitute the entire agreement between you and in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.



Law and jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of Canada and the United States of America, and any disputes relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of both countries.

You can contact Dr. Amy D'Aprix by email at our email address link at the top of this Terms and Conditions document.

This document was last updated on November 6, 2016.