

## **ABEL Website Legal Terms and Conditions**

Acceptance: This Terms and Conditions Agreement (“Agreement”) is a legal agreement between you and ABELSoft Inc. as well as its subsidiaries ABELDent Inc. and ABELMed Inc. (ABEL”), being the owner and operator of this website (the “Website”). It states the terms and conditions under which you may access and use the Website. By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Website. ABEL may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

### **Not professional advice:**

Content available through this Website is for information purposes only. It is not, and should not be taken as legal, medical or other professional advice. You should not rely on, or take or fail to take any action, based upon this information.

### **Copyright:**

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### **Limited Licence:**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Website for your personal, non-commercial use, and are granted the right to download, store and print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

### **Links:**

The Website contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by ABEL of the contents of such third party websites. ABEL is not responsible for the content of any third party website, nor does it make any representation or warranty of any kind regarding any third party website including, without limitation (i) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness, security, suitability of any content on any third party website, (ii) any representation or warranty regarding the merchantability and fitness for a particular purpose of

any material, content, software, goods, or services located at or made available through such third party websites, and (iii) any representation or warranty that the operation of the third party website will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third party websites will be free from viruses or other harmful components.

**Limitation of Liability:**

Subject to applicable law, in no event shall ABEL, or its partners, employees or agents be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data and/or lost profits arising from your use of, reliance upon, or inability to use the Website or the Content, regardless of the cause and whether arising in contract, tort (including negligence), or otherwise. The foregoing limitation shall apply even if ABEL knew of or ought to have known of the possibility of such damages.

**Disclaimer of Warranties:**

This Website and the Content is provided “as is”. While ABEL endeavors to provide Content that is correct, accurate and timely, no representations or warranties are made regarding the Website and/or the Content including, without limitation, no representation or warranty that (i) the Website or Content will be accurate, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the Website will be uninterrupted or error-free, (iii) that defects or errors in the Website or the Content will be corrected, (iv) that the Website will be free from viruses or harmful components, and (v) that communications to or from the Website will be secure and/or not intercepted. You acknowledge and agree that you are using the Website at your own risk and liability.

**Security:**

Any information sent or received over the Internet is generally not secure. ABEL cannot guarantee security or confidentiality of any communication to or from the Website.

**Trademarks:**

**ABELMed, ABELDent, ABELHealth and ABEL, as well as associated logos are trademarks of ABELSoft Inc.** Other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may constitute registered or unregistered trademarks of ABEL or third parties. The display of third party trade marks on the Website should not be taken to imply any relationship or license between ABEL and the owner of said trade mark or to imply that ABEL endorses the wares, services or business of the owner of the said trade mark.

**Governing Law and Jurisdiction:**

By accessing or using the Website, you agree that all matters relating to your access to, or use of, the Website and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to conflict of laws principles. You agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of the Website.

**Termination:**

ABEL may, in its sole discretion, cancel or terminate your right to use the Website, or any part of the Website, at any time without notice. In the event of termination, you are no longer authorized to access the Website or the part of the Website affected by such cancellation or termination. **ABEL shall not be liable to any party for such termination.**

**Entire Agreement:**

Except for any agreement in respect of Content, this is the entire agreement between you and ABEL relating to your access to and use of the Website and the Content herein. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.