



## **WEBSITE TERMS & CONDITIONS**

This Website (the "Site") is owned and maintained by Zealous Baby Care Services Inc. ("ZBCS"). The following terms and conditions (the "Terms") govern your use of the Site. By using the Site you agree to be bound by the Terms. Please review the Terms carefully before using the Site. If you do not agree to the Terms please do not use the Site.

ZBCS reserves the right, in its sole discretion, to modify, alter or otherwise update the Terms at any time, without notice. You agree that you will review the Terms on a regular basis and that your continued access to the Site means that you accept any changes made.

### **Information About Us**

ZBCS is an organization incorporated in Canada with its main office in Toronto, Ontario that provides caregivers for newborns.

### **Use of the Site**

The Site and the information contained within it is intended for those who access it from Canada. If you are viewing the Site from outside of Canada you should note that the information contained within it may not be appropriate for use in other places and may not comply with the laws of any territory outside of Canada. Those who choose to access the Site from countries other than Canada do so at their own risk and are responsible for compliance with local laws.

You are responsible for your own use of the Site.

### **Accessing the Site**

From time to time ZBCS may restrict or suspend access to some parts of the Site, or the entire Site without notice in order to carry out repairs or maintenance or to introduce new facilities or to amend any part of its service or for any other reason it considers appropriate.

If you choose, or you are provided with, a user name, pass code, memorable word or any other piece of information as part of ZBCS's security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user name, pass code or memorable word, whether chosen by you or allocated by ZBCS at any time if in ZBCS's opinion you have failed to comply with any of the provisions of the Terms.

### **Intellectual Property**

The copyright and all other intellectual property rights, existing anywhere in the Site and all of its contents belong to ZBCS. You may not, without the prior written agreement of ZBCS, copy, reproduce, republish, upload, post, transmit, distribute or adapt any part of the Site other than for the purpose of accessing ZBCS's services or printing pages for your own personal records.

ZBCS's status (and that of any identified contributors) as the owner of copyright on the Site must always be acknowledged. Except as provided in this paragraph you may not use, distribute, sell, modify, republish or deal in any way with the trademarks, trade names, logos, software or other intellectual property material or content of the Site without ZBCS's prior written



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## **Disclaimer**

ZBCS has taken all reasonable steps to ensure the accuracy and completeness of the content of the Site. The materials on the Site are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, ZBCS disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. ZBCS does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes them available are free of viruses or other harmful components. ZBCS does not warrant or make any representations regarding the use or the results of the use of the materials in the Site in terms of their correctness, accuracy, reliability or otherwise. ZBCS accepts no responsibility arising out of the use of or access to or inability to use or results of the use of this Site nor for any errors or omissions contained in the Site nor if the Site is unavailable at any time or for any period. ZBCS shall not be responsible for any direct or indirect loss or damage which you may suffer and which arises out of or in connection with your use of or access to or inability to use or the results of your use of the Site.

The information and opinions expressed in blogs, chat rooms or other forums conducted on the Site are not necessarily those of ZBCS or its affiliated or related entities or content providers and ZBCS makes no representations or warranties regarding that information or those opinions. Furthermore, neither ZBCS nor its affiliated or related entities or its content providers are responsible or liable to any person or entity whatsoever (including, without limitation, persons who may use or rely on such data/materials or to whom such data/materials may be furnished) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause or any kind or character whatsoever based on or resulting from any information or opinions provided in this Site.

Access to and use of the Site is at your own risk and ZBCS does not guarantee that the use of the Site or any material downloaded from it will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. ZBCS accepts no responsibility in respect of losses or damages arising out of changes made to the content of this Site by unauthorised third parties.

## **Links to this website**

**[Note: Can others post links to [zealousbabycare.com](http://zealousbabycare.com) without prior permission?]**

## **Links from this website**

To provide increased value to users of the Site, ZBCS may provide links to other websites or resources for you to access at your sole discretion and at your own risk. You acknowledge and agree that as you have chosen to enter the linked website, ZBCS is not responsible for the availability of such third party sites or resources and does not review or endorse and shall not be responsible or liable, directly or indirectly for (i) the privacy practices of such websites, (ii) the content of such websites including any advertising, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of



these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by or in connection with the use of or reliance on any such advertising, products, goods or other materials or services available on such third party websites or resources.

## **Privacy Policy**

ZBCS has a Website Privacy Policy outlining the collection, use and disclosure of personal information. The Website Privacy Policy is incorporated into the Terms by reference.

## **Transmission of Information is at your Risk**

ZBCS cannot guarantee that the transmission of information or messages sent over the internet is completely secure as there is a possibility of interception at all times. Any transmission is at your own risk. ZBCS shall not be responsible for any loss, damages or costs whatsoever which you suffer or incur in connection with or arising out of any transmission of information or message sent by you to ZBCS over the internet or the alteration, interception or misuse of such information.

## **Submissions**

Any notes, message/billboard postings, ideas, suggestions, concepts or other material submitted to the Site will become the property of ZBCS throughout the universe and ZBCS shall be entitled to use the material for any type of use forever including any media whether now known or hereafter devised. When you submit material to the Site, you agree that ZBCS has the right to publish the material for any type of use as outlined above including promotional and advertising purposes. ZBCS is not responsible for any material posted on our forums or chat rooms. You shall not submit or otherwise publish through such forums or chat rooms any content which:

- (a) libels, defames, invades privacy, or is obscene, pornographic, abusive or threatening;
- (b) infringes any intellectual property or other right of any entity or person, including, but not limited to violating anyone's copyright or trademarks;
- (c) violates any law;
- (d) advocates illegal activity; or
- (e) advertises or otherwise solicits funds or is a solicitation for goods or services.

You agree to indemnify ZBCS and its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable lawyer's fees, resulting from your breach of any of the foregoing agreements, representations and warranties.

## **Viruses, Hacking and Other Offences**

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.



By breaching this provision, you would commit a criminal offence. ZBCS will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

ZBCS will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

### **Communication**

ZBCS has a contact information page with information about contacting ZBCS.

### **Disputes**

Any dispute arising from the use or content of the Site shall be governed by the laws, and subject to the exclusive jurisdiction of the Courts of the Province of Ontario and of Canada, as applicable.

If any provision of the Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, by ZBCS.

### **Applicable Law**

The Terms are governed by, construed and enforced in accordance with the laws of Canada and the Province of Ontario.