

Terms & Conditions

M&S home care therapy corp.(operation name :sunrise home care therapy”) will call Sunrise in this agreement WELCOMES YOU TO ITS WEBSITES www.pswneeded.ca (individually and collectively referred to as the “Website”). YOU MUST CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING TO ACCESS OR USE OUR WEBSITE SINCE YOUR ACCESS TO OR USE OF OUR WEBSITE IS SUBJECT TO THIS AGREEMENT.

Your Acceptance of this Agreement.

These Website Terms of Use (this “Agreement”) is an Agreement between you and Sunrise regarding your access to and use of the Website and all content, information, products and services available on or through the Website. Each time you use the Website you signify your acceptance and agreement to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, you shall not access or use the Website.

Ownership and Copyright.

You acknowledge that any and all material, information in text, graphical, video and audio forms, images, reports, articles, publications, data, data structures, website architecture, layout, databases, charts, graphics, photographs, illustrations, maps, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade names contained on the Website (collectively, the “Content”) including the manner in which the Content is presented or appears and all information relating thereto, are the property of Sunrise or its respective owners and licensors, as the case may be and, are protected under Canadian and international copyright, trade-mark and other applicable laws. You do not acquire any right, title or interest in, to or associated with the Website, the Content or any technologies and data used to operate the Website and the posting of information or materials on the Website does not constitute a waiver of any rights in the Website, the Content or any related technologies or data.

Permitted Uses.

Subject to this Agreement 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 this Agreement and all applicable laws. Access to the Website is provided solely for information in support of the products and services of Sunrise.

Prohibited Uses

A:

You may not, nor may you allow others to, directly or indirectly: (i) use the Website in any manner or for any purpose except as expressly permitted by this Agreement; (ii) use the Website for a commercial or business purpose (whether or not for profit); (iii) attempt to circumnavigate 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 Sunrise ; (iv) remove from any copy of the Content, the copyright or other proprietary notices contained in the Content; (v) sell, modify or attempt to modify the Content in any way or reproduce or publicly display, perform, or distribute or otherwise use any Content for any public, commercial or non-personal purpose, including without limitation use of the Content on any other website; (vi) use the Website in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Website or any services, system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through the Website; (vii) 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; (viii) disrupt or interfere with any other person's use or enjoyment of the Website or affiliated or linked websites, or any services thereof; or (ix) 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 Sunrise or a breach of this Agreement. In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of the Website, and that you will comply with all laws that apply or may apply to use of or activities on the Website or in respect of the Content. Sunrise will investigate occurrences that may

involve violations of such laws and may involve and cooperate with competent authorities in prosecuting users who are involved in such violations.

B:

you agree to use this website legally, not to use for illegal purpose and not to:

1- harass or mistreat other users of website

2-violate the rights of other users of website

3-violate the intellectual property rights of the website owner or any third party to the website

4-hack in to the account of other user of the website

5- act in any way that could be considered fraudulent or post any material that may be deemed inappropriate or offensive.

if we believe you are using website illegally or in a manner that violate terms and condition, we reserve the right to limit, suspend or terminate your access to our website. we also to take any legal steps necessary to prevent you from accessing to website.

No Linking.

Links to the Website without the express written permission of Sunrise are strictly prohibited. To request permission to link to the home page of the Website, please send an e-mail to info@pswneeded.ca Sunrise may in its discretion cancel and revoke any permission it may give to link to the home page of the Website at any time and without any notice or liability.

Content.

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 Sunrise and its activities, products and services, and may be subject to change at any time and without any notice to you. You are solely responsible and liable for your selection and use of the information and content on or available through the Website.

Your Information.

You will ensure that all information you provide to Sunrise , through the Website or otherwise, is true, accurate, current and complete. You will be solely responsible

and liable for any and all loss, damage and additional costs that you, Sunrise or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to promptly update your information if it changes.

Communications.

You authorize Sunrise to (a) accept communications it receives from you by means of the Website as if those communications had been given directly by you in writing and signed by you; and (b) respond to your communications through the Website, by email or other means of communication. Communications you send to Sunrise are not effective unless and until they are processed by the responsible Sunrise representative. Sunrise may refuse to process any communications sent to Sunrise, or may reverse the processing of any communications sent to Sunrise, at any time in Sunrise's discretion, and without any notice or liability to you or any other person, including if Sunrise believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

Submissions.

Any suggestion, feedback, material, information or ideas communicated to Sunrise through the Website or posted on the Website ("Submissions") will be considered non-confidential and non-proprietary. You hereby grant to Sunrise, its affiliates, subsidiaries, related companies and any of their respective designees the irrevocable, unlimited, worldwide, paid-up and royalty-free right and license to share, reproduce, publish and otherwise use and exploit your Submission for any purpose whatsoever. You agree not to assert any ownership right of any kind and you waive the right to receive any financial or other consideration in connection with any Submission. If any of the information in your Submission constitutes personal information, you agree that your personal information will be treated as set forth in our Privacy Policy. You are prohibited from posting or transmitting any unlawful, threatening, obscene, libelous or otherwise offensive material on the Website.

Trademarks.

This Website contains registered and unregistered trademarks, trade names, logos and other indicia of origin (collectively, the “Marks”) owned or licensed by Sunrise or its affiliates, subsidiaries, related companies or third-parties. All Marks are the property of their respective owners. Any use of the Marks displayed on the Website is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Website.

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 Sunrise in accordance with Sunrise’s Privacy Policy and as otherwise permitted by applicable law. Sunrise Senior Living cannot and does not guarantee the security or privacy of data that you provide through the Internet and accordingly you agree that access to and use of the Website, and the provision of data through the Internet to , is at your sole risk.

Other Websites.

While the Website may contain links to third party websites, Sunrise is not responsible for the content of any linked websites. Sunrise provides these links only as a convenience and these linked websites are not under the control of Sunrise. Sunrise makes no representation or warranty regarding, and does not endorse, any linked websites, the information or any of the products or services appearing, available or described thereon. Links do not imply that Sunrise sponsors, endorses, is affiliated or associated with, or is legally authorized to use any content displayed in or accessible through the links. When you access such websites, you are doing so at your own risk and you should abide by the terms and conditions of use of the third party websites.

Contests.

From time to time, Sunrise may make contests available to users of the Website and others. All contests are governed by this Agreement and the applicable contest

rules. By participating in a contest through the Website, you signify your agreement and acceptance of this Agreement and the applicable contest rules.

Changes to this Agreement.

Sunrise reserves the right, from time to time, in its sole discretion, to change, supplement or amend all or any part of this Agreement as it relates to your future use of the Website, for any reason, and without any prior notice or liability to you or any other person. The then current version of the Agreement will be posted on the Website, and you are responsible for periodically reviewing the Agreement prior to using the Website. If any term, condition or any change thereto is not acceptable to you, you must discontinue immediately your use of the Website immediately. Access to or use of the Website after any amendments have been posted shall constitute your acceptance of this Agreement as amended. You may not change this Agreement in any manner.

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 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.

Disclaimer and Liability Exclusions.

Sunrise makes reasonable efforts to ensure that the general Content it provides to the Website is accurate and reliable. HOWEVER, THIS WEBSITE AND ITS CONTENT ARE NOT TO BE CONSTRUED AS A FORM OF PROMOTION. THIS WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, VERACITY, COMPLETENESS, CURRENTNESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY,

QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE ALL OF WHICH ARE DISCLAIMED BY SUNRISE SENIOR LIVING, ITS AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, SERVICE PROVIDERS OR SUPPLIERS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL SUNRISE , ITS AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, MANDATORIES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND EXEMPLARY DAMAGES OR LOSSES, HOWSOEVER CAUSED, ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE, THE CONTENT, OR THIS AGREEMENT INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, OR RESULTING FROM VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS, LINKS TO THIRD-PARTY WEBSITES, THIRD-PARTY CONTENT, PRODUCTS OR SERVICES, THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT UNDER ANY THEORY OF LIABILITY (WHETHER ON A CONTRACTUAL OR EXTRACONTRACTUAL BASIS, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING AND FUNDAMENTAL BREACH BY SUNRISE SENIOR LIVING OR ANY PERSON FOR WHOM SUNRISE SENIOR LIVING IS RESPONSIBLE EVEN IF SUNRISE, ITS AFFILIATES, SUBSIDIARIES, RELATED COMPANIES OR ANY OF ITS LAWFUL MANDATORIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

SUNRISE ASSUMES NO OBLIGATION TO UPDATE THE CONTENT OF THIS WEBSITE AND SUNRISE IS NOT RESPONSIBLE FOR ANY CONTENT THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUNRISE , ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS AND ALL LIABILITIES,

ASSESSMENTS, LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) OR DAMAGES RESULTING FROM OR ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR THE CONTENT, OR ANY BREACH BY YOU OF ANY TERM OR CONDITION OF THIS AGREEMENT.

Termination of this Agreement and the Website.

If you breach any provision of this Agreement, we may prohibit you from using the Website. Sunrise may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Website or any part of it, including (i) by changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, the Website; or (ii) removing, adding, modifying or otherwise changing any Content on the Website. Sunrise reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website or Content at any time without notice, but confirms that it has no obligation to do so.

If this Agreement or your permission to use the Website is terminated by you or us for any reason, then (i) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website and anything connected with, relating to or arising from that use; and (ii) we may continue to use and disclose your personal information in accordance with our Privacy Policy, as amended from time to time.

Governing Laws.

This Website is controlled, operated and administered by Sunrise from its offices located in Toronto, Ontario, Canada. This Agreement will be governed by the laws of the province of Ontario and the federal laws of Canada, without reference to the principle of conflicts of law. In the event of a dispute arising from, connected with or relating to the Website and this Agreement, you irrevocably agree to submit and attorn to the exclusive jurisdiction of the Courts of Ontario sitting in the city of Toronto. You agree not to export any of the Content accessible through the Website in violation of applicable export laws and regulations.

Other Matters.

This Agreement, as it may be amended from time to time, and any and all other legal notices and policies on the Website (including the Privacy Policy), constitute the entire agreement between you and Sunrise with respect to the access or use of the Website and the Content and supersede any previous and contemporaneous communications, representations, understandings and agreements, whether oral or written, between Sunrise and you with respect to such subject matter.

Any waiver by Sunrise of the provisions of this Agreement or of its rights or remedies hereunder shall not be effective unless in writing, and any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Failure, neglect or delay by Sunrise to enforce the provisions hereof or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of Sunrise's rights hereunder and will not prejudice its right to take subsequent action.

Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without effecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provisions in any other jurisdiction.

This Agreement shall enure to the benefit of and be binding upon you and Sunrise and our respective successors and permitted assigns.

Any rights not expressly granted by this Agreement are reserved to us.