

	Policy Type COMMUNICATIONS	OPERATING POLICIES
	Title	Policy No.
		C02.01
	Website Terms of Use & Pricing	Page No.
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Intent/Purpose

To establish a policy for the terms of use of the College's website, <a href="https://www.collegeofnaturopaths.on.ca">www.collegeofnaturopaths.on.ca</a> including the pricing of products and services available through the site.

Policy General

All users without limitation by using the collegeofnaturopaths.on.ca have agreed to these terms and conditions of use such that the College of Naturopaths of Ontario ("the College") its Directors, officers, employees and agents disclaim all express and implied warranties with regard to the website and all goods or services purchased directly from the websites, including without limitation any implied warranties of (i) merchantability, (ii) fitness for a particular purpose, (iii) non-infringement, (iv) the results that may be obtained from the use of the website; or (v) as to the accuracy, timeliness or completeness of any information. The website and all such information, services, and materials are provided "as is" and "as available" without warranty of any kind.

In no event shall the College or its Directors, officers, employees, agents, suppliers, and licensors be liable for any special, indirect, punitive, incidental, exemplary or consequential damages, or any damages whatsoever resulting from any accident, injury, loss of use, business, data or profits, litigation and the like whether based on product liability, breach of contract, tort (including negligence) or otherwise, even if advised of the possibility of such damages. With respect to goods or services purchased directly from the website, the College's liability, in any case, is expressly limited to replacement of defective goods or, at the College's election, to the repayment or crediting to users of an amount equal to the purchase price. Users acknowledge and agree that the limitations set forth above are fundamental elements of these terms of use and the site would not be provided absent such limitations.

Under no circumstances will the College or any other party involved in creating, producing, or distributing the website be liable for any damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, including without limitation those that result from acts of God, communications failure, theft, destruction, or unauthorized access to the website and the College records, programs or services.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, liability is limited to the fullest extent permitted by law.

DATE CREATED	DATE LAST REVISED
September 4, 2018	August 28, 2020



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The Directors, officers, employees, agents, supplier, or licensors of the College do not have the authority to verbally amend the above disclaimers or limitations of liability, or to add any warranties.

Although the College uses reasonable efforts to include information, which is accurate and current, any price and availability indicated on the website is subject to change without notice. All prices are in Canadian dollars.

Although great care is taken in the production of the website, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time. The purchasers are required to pay the originally intended price for College products or services.

Copyright, Permission to reproduce The names, graphics and logos on this site are the exclusive property of the College of Naturopaths of Ontario and may not be copied, imitated, or used in whole or in part without the prior written consent of the College.

Users of this website may not:

- Use this website in a way that could damage it or the material displayed on it;
- Interfere with website security or the security of linked sites;
- Disrupt or interfere with another person's use of the website;
- Use this website or the information on it to send any type of mass email; or
- Sell material from this website or reproduce it for sale without the express written permission from the College.

Commercial or for-profit redistribution of the materials on this site, in part or in whole, is prohibited except with the written consent of the College.

Except as otherwise specifically noted, the materials on this site may be reproduced for personal or educational use, in part or in whole and by any means, without charge or further permission from the College, provided that:

- diligence is exercised in ensuring the accuracy of the materials reproduced;
- The College is identified as the source;
- The reproduction is not represented as an official version of the materials reproduced; or as having been made in affiliation with, or with the endorsement of, the College.

When materials on this site are reproduced as part of a published work (i.e., included in a book, journal article, or website), written consent is required, as well as notification when the final work is published or posted.

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Disclaimer

Some of the information on this website has been provided by external sources. The College is not responsible for the accuracy, reliability or currency of the information provided by external sources. Users wishing to rely upon this information should consult directly with the source of the information.

Pricing

All products and services offered by the College are priced in Canadian dollars. While every effort has been made to ensure that this is clearly marked, any omission in this regard is covered under this policy.

All credit card transactions are also processed in Canadian dollars regardless of the sponsoring bank for the card. Exchange rates are based on the policies of the sponsoring bank and exchange rates at the time of processing.

While the College makes every effort to ensure that all webpages providing information about registration, products and services are accurate and up-to-date, in the event that there is a discrepancy between prices stated on a webpage and the actual price charged by the College as determined in Schedule 3 of the by-laws of the College, the actual prices will prevail. Individuals who no longer wish to purchase the product or service because of an error in advertised fees shall be eligible for a refund in accordance with the College's Refund Policy.

Any questions or concerns regarding this or any policy governing the College's website should be <a href="mailed">emailed</a> to the College at general@collegeofnaturopaths.on.ca.

Related Procedures Publication

This policy will be published on the website of the College.

P:\C-Corp\C.11-Corp Plcy-Procdrs\11.02 - Operating Policies And Procedures\Updated Policies And Procedures - Final\C-Communications\C02.01 Website Terms Of Use & Pricing Policy.Docx

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