



# Barr Plastic Surgery Disclaimer

**Please review the following terms and conditions carefully.**

## **Acceptance of our Terms**

In visiting, viewing, accessing or in any way utilizing the information available on the website Barr Plastic Surgery, you, the user, agree to be bound by the following Terms and Conditions of Service. You, the user, acknowledge and agree that the Terms of the website, Barr Plastic Surgery, constitute a legally binding agreement between you and Barr Plastic Surgery. Your use of the website, Barr Plastic Surgery indicates your conclusive acceptance of this agreement.

## **Not medical advice**

The information provided on the Barr Plastic Surgery site is solely for informational purposes and is not considered to be a substitute for professional medical advice, diagnosis, treatment or care. Seek the advice of a physician or other qualified health provider properly licensed to practice medicine or general health care concerning any questions you may have regarding any information obtained from the Barr Plastic Surgery site and any medical condition you deem to be relevant. Do not disregard professional medical advice or delay in seeking it because of something you have read on the Barr Plastic Surgery website. Consult with your physician or other qualified health care provider before beginning any treatment, diet or fitness program. The information obtained on the Barr Plastic Surgery website is not exhaustive and does not include all diseases, ailments, physical conditions or their treatment.

## **Medical emergency**

The Barr Plastic Surgery website is not to be used for medical emergencies. In the case of a medical emergency, call 911, a physician, or qualified health care provider immediately. Under no circumstances should you attempt self diagnosis or treatment based on anything you have seen or read on the Barr Plastic Surgery website.

## **No physician-patient relationship**

The information presented on the Barr Plastic Surgery website does not establish a physician-patient relationship between you and the Owner (or any of its physicians) and is not intended as a solicitation of individuals to become patients or clients of the Owner (or any of its physicians).



## **No endorsements**

The Owner does not recommend or endorse products, services, procedures or other information that appears or that may be advertised on the Barr Plastic Surgery website.

## **Disclaimer of warranties**

You acknowledge and agree that use of Barr Plastic Surgery is entirely at your own risk and that use of Barr Plastic Surgery does not carry any express or implied warranties, endorsements or representations regarding Barr Plastic Surgery's website, information, content, materials, or products. This includes, but is not limited to implied warranties of merchantability and fitness for a particular purpose.

## **Limitation of liability**

You acknowledge and agree that Barr Plastic Surgery is in no event liable or responsible for any damages, including, but not limited to, any direct, indirect, special, punitive, incidental or consequential damages including, but not limited to, any loss or damages in the nature of, or relating to, loss of business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment or any other loss incurred in connection with your use, misuse or reliance upon the Barr Plastic Surgery website or the Content.

## **Indemnity**

You agree to indemnify, defend and hold harmless the Owner and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs or expenses whatsoever, including, but not limited to, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Agreement, (ii) your access to use, misuse, reliance upon or inability to access or use the Barr Plastic Surgery site, the Content or any Web site to which the Barr Plastic Surgery site is currently, or may be linked to in the future, (iii) your use of, reliance on, publication, communication, distribution, uploading or downloading of anything, including Content, on or from the Barr Plastic Surgery site.

## **Linking**

The Barr Plastic Surgery website may contain links to third-party Web sites. These links are provided solely as a convenience to you and are not endorsed by the owner of any third-party Web site or the content thereof. The Owner is not responsible for the content of any third-party Web site, nor does it make any representation, warranty or covenant of any kind regarding any third-party Web site including, without limitation, (i) any representation, warranty or covenant regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any



content on such third-party Web sites, (ii) any representation, warranty or covenant regarding the merchantability and/or fitness for a particular purpose of any third-party Web sites or material, content, software, goods or services located at or made available through such third-party Web sites, or (iii) any representation, warranty or covenant that the operation of such third-party Web sites will be uninterrupted or error free, that defects or errors in such third-party Web sites will be corrected, or that such third-party Web sites will be free from viruses or other harmful components. While the Owner encourages links to the Barr Plastic Surgery site, it doesn't wish to be linked to or from any third-party Web site which contains, posts or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of the Owner, or (ii) any Web site which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. The Owner reserves the right to prohibit or refuse to accept any link to the Web site, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Web site upon the request of the owner.

### **Tools**

The tools and calculators provided on the Barr Plastic Surgery site are provided for general and illustrative purposes only. These tools do not constitute medical advice nor are they intended to be a substitute. You should not act or abstain from acting based on any information provided by any such tool available on the Barr Plastic Surgery site.

### **Security**

Any information sent or received over the Internet is generally not secure. The Owner cannot guarantee the security or confidentiality of any communication to or from the Web site.

### **Modification to Web site**

The Owner reserves the right any time, and from time to time, to modify or discontinue, temporarily or permanently, the Barr Plastic Surgery site, or any of its content without notice to you, the user. The Owner has no liability to you or any third party for any modifications, suspension or discontinuance of the site or any part thereof.

### **Use prohibited where contrary to law**



Use of the Barr Plastic Surgery website is unauthorized in any jurisdiction where the site or any of the Content may violate any laws or regulations. You agree not to access or use the Barr Plastic Surgery website in such jurisdictions. You agree that you are responsible for compliance with all applicable laws or regulations. Any contravention of this provision (or any provision of this Agreement) is entirely at your own risk.

### **Governing law and jurisdiction**

You agree that all matters relating to your access or use of the site and its Content shall be governed by the laws of the Province or Territory of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access and use of the Barr Plastic Surgery site and the Content as well as any dispute that may arise there from and that the applicable law shall be the law of the Province of Ontario and of Canada.

### **Waiver**

Any consent by the Owner to, or waiver of, a breach of this Agreement, which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

### **Severability**

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

### **Notice**

Questions or comments regarding the Web site should be directed by e-mail to [info@barrplasticsurgery.com](mailto:info@barrplasticsurgery.com)

### **Termination**

The Owner may, in its sole discretion, cancel or terminate your right to use the Barr Plastic Surgery site, at any time without notice. In the event of termination, you are no longer authorized to access the Web site, or the part of the Web site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Web site and



the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination of this Agreement. The Owner shall not be liable to any party for such termination.

### **Changes to the Terms**

Barr Plastic Surgery reserves the right to modify these Terms at our discretion and without notice. Changes to our Terms become effective on the date they are posted and continued use of Barr Plastic Surgery following changes to Terms will signify your agreement to be bound by them.