



DR. KNOW'S PRIVACY & TERMS OF SERVICE

J. G. Broughton Ltd.

Appointment Reminders and Promotional

Software that Communicates

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Dr. Know Communication Software

J. G. Broughton Ltd.

Est. 1989

Dr. Know is a division of J. G. Broughton Ltd.

V2.9

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Terms of Service

The following Terms of Service ("Terms") govern your access to and use of the services and J. G. Broughton's websites (the "Services"), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Basic Terms

You are responsible for your use of the Services, for any information or content you post to the Services, and for any consequences thereof. The Content you submit, post, or display may get transmitted through multiple technology providers and infrastructure systems. You should not be reliant on J. G. Broughton's services for any critical messaging. J. G. Broughton may need to save office message content on its servers to facilitate the transmission of the messages to your devices. Message content is not shared with any third party for any reason without your explicit consent. As a result of installing Dr. Know Screens on your computer it may be visible to anyone who has access to your computer.

You may use the Services only if you can form a binding contract with J. G. Broughton and are not a person barred from receiving services under the laws of the Canada or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, province, national, and international laws, rules and regulations.

The Services that J. G. Broughton provides are always evolving and the form and nature of the Services that J. G. Broughton provides may change from time to time without prior notice to you. In addition, J. G. Broughton may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you. Prices may change without notice.



Privacy

Any information that you provide to J. G. Broughton is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Canada and/or other countries for storage, processing and use by J. G. Broughton. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your J. G. Broughton Ltd. account, which you may not be able to opt-out from receiving.

Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. J. G. Broughton cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Content On The Services

All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that have been mislabeled or are otherwise deceptive. Under no circumstances will J. G. Broughton be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

Charging For Use of The Services

J. G. Broughton retains the right to charge you an application fee or subscription fee you for ongoing use of the product. (with your explicit consent)

Product Related Notifications

J. G. Broughton may send you emails or other electronic communication related to the usage of the product, including, but not limited to an introductory email with notification of installation steps, and reminder emails inquiring if you need assistance to configure the product.



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We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users. You understand that your Content may be rebroadcasted by other users and if you do not have the right to submit Content for such use, it may subject you to liability. J. G. Broughton will not be responsible or liable for any use of your Content by J. G. Broughton in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

J. G. Broughton gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by J. G. Broughton as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by J. G. Broughton, in the manner permitted by these Terms.

J. G. Broughton Ltd. Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of J. G. Broughton and its licensors. The Services are protected by copyright, trademark, and



other laws of both Canada and foreign countries. Nothing in the Terms gives you a right to use the J. G. Broughton name or any of the J. G. Broughton trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding J. G. Broughton, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions On Content & Use of The Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of J. G. Broughton, its users and the public.

J. G. Broughton does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, J. G. Broughton Ltd.'s computer systems, or the technical delivery systems of J. G. Broughton Ltd.'s providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by J. G. Broughton Ltd. (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with J. G. Broughton Ltd.; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services or its users.

Services Available "As-Is"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, J. G. Broughton Ltd. AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY,



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Exclusion

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.



Waiver & Severability

The failure of J. G. Broughton Ltd. to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law & Jurisdiction

These Terms and any action related thereto will be governed by the laws of the province of Ontario without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Uxbridge, Ontario, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a Canadian federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be will be governed by the laws of Canada (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the province of Ontario (excluding choice of law).

Entire Agreement

These Terms, the J. G. Broughton Ltd. Rules and our Privacy Policy are the entire and exclusive agreement between J. G. Broughton Ltd. and you regarding the Services (excluding any services for which you have a separate agreement with J. G. Broughton Ltd. that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between J. G. Broughton Ltd. and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at <http://www.drknow.com/tos>. If the revision, in our sole discretion, is material we will notify you via the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at support@DrKnow.com Updated July 12, 2016



A Note About Sending Electronic Messages

SENDING ELECTRONIC MESSAGES NOW REQUIRES EXPRESS CONSENT

Valid consent given in writing or orally

- The recipient gave you a positive or explicit indication of consent to receive commercial electronic messages.
- Your request for consent set out clearly and simply the prescribed information.

Keep records

- Enter the patients consent into DOMx by adding xMT as a phone extension. This way the software will only select patients who have give their consent.
- Keep records of how you obtained implied or express consent, since in both cases you have the **onus to prove consent**.

TIME LIMIT

- Express consent is not time-limited
- Unless the recipient withdraws his or her consent.

WHAT INFORMATION NEEDS TO BE INCLUDED IN A COMMERCIAL ELECTRONIC MESSAGE?

Identification

- Identify your business name, if different from your name (if not, identify your name) and the name of anyone else on whose behalf or business you are sending the message.

CONTACT INFORMATION

- You must include your mailing address.
- You must also include one of: a phone number to access an agent or a voice messaging system, an email address, or a web address for you or the person on whose behalf you are sending the message.
- Ensure these contact methods are accurate and valid for a minimum of 60 days after sending the message.

Opt Out Method

- You must include instructions on how to stop receiving messages.

BE CLEAR

- If you are using a link to provide the required information, the link must be clearly and prominently displayed in the message.

Please refer to the legislation and its regulations, as specific conditions may apply.

<http://www.crtc.gc.ca/eng/internet/infograph.htm>