Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

By using this site, you signify your consent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site!

The Innovate R&D, LP ("Innovate R&D") may revise and update these Terms and Conditions at any time. Your continued usage of the eDucate™ website ("eDucate™ Site," or the "Site.") will mean you accept those changes.

By declaring that you are a Healthcare professional, you signify your consent to view content specifically intended for Healthcare professionals only. In no event shall The Innovate R&D, its licensors, its suppliers, or any third parties mentioned on the eDucate™ website be liable for content viewed due to false declaration.

The Site Does Not Provide Medical Advice

The eDucate™ website provides no medical or other professional advice. You acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment, and for any resulting diagnosis and treatments, notwithstanding any use of the eDucate™ website by such professional. Medical information in the eDucate™ website is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional medical personnel. Innovate R&D and its licensors disclaim all liability for the use of any information, or results obtained from, eDucate™ website. Innovate R&D and its licensors are not liable for your actions or the actions of others which may result in any liability due to malpractice or failure to warn.

The contents of the eDucate™ website, such as text, graphics, images, information obtained from The Innovate R&D's licensors, and other material contained on the eDucate™ website ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the eDucate™ website!

If you think you may have a medical emergency, call your doctor or 911 or appropriate emergency services number in your area immediately. The Innovate R&D does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the eDucate™ website. Reliance on any information provided by Innovate R&D, Innovate R&D employees, others appearing on the eDucate™ website at the invitation of Innovate R&D, or other visitors to the eDucate™ website is solely at your own risk.

Use of Content

Innovate R&D authorizes you to view or download a single copy of the selected material on the eDucate™ website solely for your personal, noncommercial use if you include the following copyright notice: "©2012, Innovate R&D, LP, all rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the eDucate™ website may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.

The Content is protected by copyright under Canada, United States and foreign laws. Title to the Content remains with The Innovate R&D or its licensors. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are
subject to change or termination without notice in the editorial discretion of Innovate R&D. All rights not expressly granted herein are reserved to Innovate R&D and its licensors.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

**Liability of Innovate R&D and Its Licensors**

The use of the eDucate™ website and the Content is at your own risk.

When using the eDucate website, information will be transmitted over a medium that may be beyond the control and jurisdiction of Innovate R&D and its suppliers. Accordingly, Innovate R&D assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the eDucate™ website.

The eDucate™ website and the content are provided on an "as is" basis. INNOVATE R&D, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, Innovate R&D, its licensors, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the eDucate™ website.

2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the eDucate™ website.

In no event shall The Innovate R&D, its licensors, its suppliers, or any third parties mentioned on the eDucate™ website be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the eDucate™ website or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Innovate R&D, its licensors, its suppliers, or any third parties mentioned on the eDucate website are advised of the possibility of such damages. The Innovate R&D, its licensors, its suppliers, or any third parties mentioned on the eDucate website are not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas.

**Passwords**

Innovate R&D has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Innovate R&D passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your Innovate R&D account and password; (3) promptly inform Innovate R&D if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. To send us an email, use the "Contact Us" links located at the bottom of every page of our site. You grant Innovate R&D and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Innovate R&D cannot and does not assume any responsibility or liability for any information you submit, or your or third parties’ use or misuse of information transmitted or received using Innovate R&D tools and services.

**Trademarks**
The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on the eDucate™ website are registered and unregistered trademarks, service marks and/or trade dress of Innovate R&D or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the eDucate™ website is granted to you.

Warrant that this online service, software, materials, products, or services will be uninterrupted or error-free or that any defects in this online service, software, materials, products, or services will be corrected.

**Trial Use**

If you are using the eDucate™ website (or accessing certain content herein) on a trial basis pursuant to a License Agreement or other trial basis authorized by Innovate R&D, you may use this the eDucate™ website (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and restrictions. At the conclusion of the trial period, you shall (i) cease all use of the eDucate™ website (or accessing the trial content); (ii) delete any copies of content from the eDucate™ website or data derived therefrom from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to Innovate R&D any physical copies of such content in your possession.

**Advertisements, Searches, and Links to Other Sites**

Parts of the Online Service may be supported by advertising revenue and may display advertisements and promotions for Innovate R&D's, its affiliates', and third parties' products and services. These advertisements may be targeted to you, to the content of information stored on the Online Service, or other information. The manner, mode and extent of advertising on this Online Service are subject to change without specific notice to you.

Innovate R&D may provide links to third-party web sites. Innovate R&D also may select certain sites as priority responses to search terms you enter and Innovate R&D may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Innovate R&D does not recommend and does not endorse the content on any third-party websites. Innovate R&D is not responsible for the content of linked third-party sites, sites framed within the eDucate™ website, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Innovate R&D does not endorse any product, service, or treatment advertised on the eDucate website.

**Indemnity**

You agree to defend, indemnify, and hold Innovate R&D, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

**General**

Innovate R&D is based in Toronto, Ontario, in Canada with principal offices in Toronto. Innovate R&D makes no claims that Innovate R&D, Innovate R&D eDucate, or any Site within the Innovate R&D Network and the Content are appropriate or may be downloaded outside of Canada. Access to the Content may not be legal by certain persons or in certain countries. If you access the Innovate R&D Network or eDucate™ website from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions - image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.
Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Innovate R&D, or in any way relating to your use of the eDucate™ website, resides in the courts of the province of Ontario and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the province of Ontario in connection with any such dispute including any claim involving Innovate R&D or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the province of Ontario, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Innovate R&D’s copyright agent and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, Innovate R&D maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the eDucate website, these Terms and Conditions and the Innovate R&D Privacy Policy constitute the entire agreement between you and Innovate R&D with respect to the use of the eDucate website, and Content.

Thank you for your cooperation. We hope you find the eDucate Site helpful and convenient to use! Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form.

We try to answer every email in a timely manner but due to volume may not always be able to do so.

Last Updated: July 25, 2012