#### I BOOST IMMUNITY BOOSTER PRIVACY STATEMENT

This Statement describes the privacy and confidentiality practices and commitments of the operation of the I Boost Immunity Booster website (the "Site"), which is operated and maintained by the Public Health Association of British Columbia ("PHABC"). For more information on PHABC, please visit the PHABC website.

The purpose of the Site is to promote the uptake of immunization through a health promotion and resource Booster program for the public and healthcare professionals. The Site provides opportunities to learn more about immunization, share information and stories, inform others about the program and earn points that may be redeemed for prizes.

We periodically review our Privacy Statement and update it as necessary. You agree to review our Privacy Statement from time to time and agree that any use by you of this website after changes shall constitute your acceptance of all such changes.

## 1. Accountability

PHABC is subject to the requirements of BC's *Personal Information Protection Act* (PIPA), which regulates the information and privacy practices of corporations, not-for-profits, trade unions, credit unions and other private sector organizations in BC, including their collection, use, disclosure, storage and disposal of "personal information". (Personal Information is defined in PIPA as information about an identifiable individual, which means a person can be identified by the information, either directly e.g. name, image, job title, or in combination with other information.) PHABC is committed to maintaining the confidentiality and privacy of the personal information that you provide on the Site in a manner that complies with PIPA and the 10 principles for protection of privacy.

From time to time, PHABC engages employees, representatives, agents or contractors to perform additional work on the Site, such as maintenance or upgrades. Access to information about our boosters is never granted unless it is required to do the work, and in those cases, only the minimal amount of information is made available. Any service providers or individuals who provide such work on the Site are required to provide written privacy protection and confidentiality undertakings, and owe legal obligations to maintain the privacy of all personal information.

If you have any complaints, questions or concerns about this Statement or require any further information about the privacy practices of PHABC in connection with the Site, please contact our Privacy Officer at <a href="mailto:privacy@phabc.org">privacy@phabc.org</a>.

## 2. Identifying Purpose

The information collected on the Site is used in a manner that is consistent with this Privacy Statement and the <u>Terms of Use</u>. Please read both documents carefully.

With the exception of IP addresses, no personal information is automatically collected from visitors to the Site. Like many websites, we may gather and analyze IP addresses and certain information of a non-personal nature regarding

website usage by visitors. Such information can include the date and time of your visit, the pages accessed, and the type of browser used to access the Site. These types of data are used in an aggregate form to assist us in determining general usage patterns and to administer the program, diagnose problems, and adapt the layout of the Site.

The following information is collected for each of the services identified:

- Creating an Account: You will need to provide your email address, a
  username and a password to create an account and post comments, ask
  questions, share your stories, accumulate and redeem points, and for
  future login. Because your username will display when you post a
  comment on the Leader Board, we strongly discourage the use of your
  real name or other potentially identifying information in your username.
  The email address on your account will be used for delivering I Boost
  Immunity newsletters, if you select this option. You may opt out of
  receiving newsletters at any time.
- Completing your Profile: Your profile picture or avatar will appear with your username when you are active on the Site and help identify you to other boosters. You can create a password to enable login to the Site with your Facebook account instead of a password. You can also authenticate your Twitter account. PHABC does not access any information in your Facebook or Twitter accounts when you choose this option unless you have expressly permitted us to do so.
- Share-a-Story: To submit a story about why you support immunization, you will need to complete the mandatory fields of name (this can be an alias), your email address and a title for the story. City or town is an optional field. Your story submission may be in audio, video, image or text format. The Site will display your name as entered in the mandatory name field, the title of the story, city or town, and the story. You will be asked to check a box consenting to the use of your submission (Consent and Acknowledgement) prior to submitting your story. All stories are moderated before posting to the public forum.
- Make a Suggestion/Write a Blog: You will require an account to make
  a suggestion or write a blog on the Site. When you make a suggestion
  or write a blog, your username and profile picture/avatar will appear next
  to the comment. The content of all submissions are moderated before
  being published to the public forum.
- Contact Us Form: If you have questions, comments or complaints about the Site, you can send them anonymously to us using the form on the Contact Us page. If you want to receive a response to your question or comment, you will need to provide your email address.
- User Surveys: From time to time, PHABC will post user surveys on the Site. These surveys are for evaluation purposes only, to help us understand how we can improve the Site and services. If you respond to a survey, the information that you provide will only be used for analysis and reporting, and will be anonymous. It will not be linked to you and cannot be used to identify you.

## Cookies

Cookies are small amounts of information that a website places in a file associated with the web browser on your computer. The Site uses cookies to

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collect non-personal information that allows the user to interact with the Site in an effective way and improves the usability of the Site.

The Site uses temporary cookies (also known as "session cookies"), which means that the information collected is temporary in nature and is deleted as soon as you close your browser. If you have signed up for an account on the Site, you will be required to login every time. In order to protect your account from unauthorized access, your session will timeout after a reasonable period of inactivity, for example 15 minutes.

## 3. Consent

We will inform you before or at the time of collection as to why the personal information is needed and how it will be used. Your express consent is required before we collect personal information. If we would like to use your personal information for a new purpose that has not been previously identified, we will inform you of the new purpose and obtain your consent prior to its use.

We will require your mailing address to ship rewards/prizes for points redeemed in the Booster Store.

You are free to withdraw consent for use of your personal information at any time by deleting your account or by contacting our Privacy Officer at <a href="mailto:privacy@phabc.org">privacy@phabc.org</a>. Please note that withdrawing consent or deleting your account will limit your ability to use the Site.

## 4. Limiting Collection

The collection of any personal information you provide is permitted in accordance with Part 4 of PIPA, which allows PHABC to collect personal information that fulfills the purpose(s) that are disclosed and are otherwise permitted under PIPA.

PHABC is collecting personal information from you for the purpose of providing the services you are requesting on the Site. We make every effort to avoid any unnecessary collection of personal information. Some of our services, such as the Share-a-Story feature, may require you to provide contact information in case the moderator needs to contact you. Personal information will only be used for the specific purpose for which it was collected or for other purposes consistent with the collection.

## 5. Limiting Use, Disclosure and Retention

We will never sell or rent your personal information to other companies, entities or individuals. We do not disclose, give or transfer any personal information about website visitors, except as identified in this Privacy Statement and the Terms of Use.

If we receive a complaint or identify an issue that needs to be investigated (such as a breach of the <u>Terms of Use</u>), we may use the information you provided to investigate the issue and/or resolve the complaint, if the information you provided is related to the issue or complaint. PHABC may disclose or share the information you provide if it is required for a law enforcement purpose, if it is subject to a Court Order, or otherwise required by law.

Your personal information will be retained for a year after collection. Should you choose to cancel or delete your account, your personal information will be kept for a minimum of one year in order to provide you access to it in compliance with PIPA.

Content that you submit to the Site (except for your account information) will be retained indefinitely to maintain the continuity of the information on the Site, and to evaluate the use and value of the Site. This includes the following information:

- Any comments or questions that you submit using the Contact Us form.
- Any stories submitted to the Share-a-Story feature.
- Any blogs, articles or other reference material.

When you are logged into our account, you can delete any comments that you have added to the Site. Deleted comments will no longer display on the Site but will be retained for a year as required under PIPA.

## 6. Accuracy

You can make changes to your account information or delete your account at any time. Please contact us if you require assistance correcting any personal information associated with your account.

## 7. Safeguards

The privacy and security of your personal information is of great importance to PHABC. We do provide reasonable safeguards by taking the measures below.

- We require email addresses and passwords from boosters to protect the Site from fraudulent use (e.g., spam) and misuse.
- We limit the number of PHABC employees, representatives, agents and contractors who can access the personal information you provide on the Site (e.g., email address and username). Only those with a need to know have access to this information.
- All PHABC employees, representatives, agents and contractors owe legal obligations to maintain the privacy of all personal information and comply with PIA privacy and confidentiality requirements.
- We use many methods (e.g., encryption, firewalls, restricted access to data, etc.) to protect your information against unauthorized access, collection, use, disclosure or disposal.
- A PHABC moderator will review and remove any personally identifying information before the following are posted on the Site:
  - o Stories submitted via the Share-a-Story feature;
  - o Blog posts; and
  - o Other comments posted on the Site.
- Information used for statistical, reporting, Site evaluation and Site improvement purposes is anonymized and not linked with information that could be used to identify you.

## **Email**

We do not communicate with you by email except when we have your explicit permission to do so, for example to respond to a question that you have asked or to contact you with a question about your shared story before it is posted publically.

The Internet is not a fully secured method for communicating. Information that is submitted over the Internet, including through a website or email, is subject to interception or incorrect routing. This means that if you send a message using the Contact Us page or another email address published on the Site, the information provided may be intercepted. Please consider this before submitting any information to the Site.

PHABC is not responsible for any damages suffered by individuals as a result of

the email transmission of information that is sent to or from the Site. PHABC is not responsible for any errors or changes made to information that is transmitted by email.

#### Links

The Site may contain links to other websites. PHABC is not responsible for the privacy practices of these websites. You should be aware that such third-party websites may collect data or solicit personal information from you. As we do not control such websites, we are not responsible for their privacy policies, or for the collection, use or disclosure of any data or personal information such websites may collect. Please read the privacy policies and terms of use carefully prior to providing personal information to any website.

## 8. Openness

For more information on our personal information policies and practices, to access your personal information, or to make a complaint about our personal information practices, please contact the PHABC Privacy Officer at <a href="mailto:privacy@phabc.org">privacy@phabc.org</a>.

#### 9. Individual Access

Upon request, PHABC will provide you with access to your personal information, an explanation of how it has been used and a list of individuals or organizations to whom your personal information has been disclosed, if any. This information will be provided within 30 business days at minimal or no cost.

If we have reason to refuse the requested information, PHABC will provide you with the reasons and the provision of the Act on which the refusal is based, a contact who can answer questions about the refusal, and information on how to request a review by the BC Information and Privacy Commissioner.

## 10. Challenging Compliance

PHABC has a process in place for receiving and responding to complaints and inquiries about personal information practices and will investigate all complaints. Where a complaint is justified, PHABC will take appropriate measures to rectify the situation including correcting information handling practices and policies where necessary.

## **Tips For Protecting Your Privacy**

- For the protection of your privacy and the privacy of others, we strongly discourage you from including any personal information about yourself or others in any content that you post to the Site.
- Your email address and password are required to access your I Boost Immunity account. Do not share your password with anyone.
- The information that you post on the Site in the form of questions or comments is publically available to everyone using the Internet. Do not post anything that you want to keep private.
- When posting content to the Site (e.g., questions, comments), do not include your name or someone else's name or any other information that can be used to identify you or someone else.
- Clear your browser history and cache after each use of the Site or use our browser's anonymous browsing mode.
- If you are concerned about your privacy when submitting your email address, use an email account with a name that is not linked to your real

name or other information that can identify you.

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Last Updated May 20, 2014

## I BOOST IMMUNITY BOOSTER TERMS OF USE

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

#### Introduction

The Public Health Association of British Columbia (PHABC) is pleased to provide and support the I Boost Immunity website (the "Site") as an online education and outreach service for residents of British Columbia, Canada. By accessing and using the Site, you agree to be bound by these Terms of Use, including the disclaimers and limitations of liability set out below. If you do not agree to be bound by any of these Terms of Use, please exit this Site immediately and do not access any other pages.

These Terms of Use may change from time to time without notice. It is important that you periodically review these Terms of Use and it is your responsibility to check for future updates. By using this Site, you are agreeing to be bound by the current version of these Terms of Use. The last revision date for these Terms of Use is identified at the bottom of this page.

#### About the Site and Services Provided

The information on the Site is provided for educational purposes only and is intended to offer only general information that individuals may choose to follow up with their physician or other qualified health care professionals. It does not constitute medical advice and should not be used as a substitute for advice given by your physician or other qualified healthcare professional.

If you have concerns about your medical condition or health, you should always seek the advice of your physician or other qualified healthcare professionals. Never disregard medical advice or delay seeking medical advice because of information on this Site. Please consult with your physician or other qualified healthcare professional before making any decision regarding treatment and/or medication.

This Site is not intended to provide, and should not be used to obtain, emergency medical support or crisis counselling. If you think you may have a medical emergency, call your doctor or 911 immediately. PHABC does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by I Boost Immunity, boosters, PHABC employees, others appearing on the Site at the invitation of I Boost Immunity, or other visitors to the Site is solely at your own risk.

## **Your Account**

You will need an account if you want to participate in activities on the Site. This requirement is to protect the Site from misuse and fraudulent use of the Site (e.g.,

spam, malware). All users of the Site must comply with these Terms of Use, regardless of whether they have an account on the Site.

You will need to provide your email address, a username and a password to create an account. Once you have created an account, your email address and password will be required to log into your account. Because your username will display when you post content, we strongly discourage the use of your real name or other potentially identifying information in your username. Your account information will be kept confidential. You must comply with the Community Guidelines set out below regarding your username.

You must not allow anyone else to access or use your username, password or account. You are solely responsible and liable for all activity conducted through your account. You must immediately report to the PHABC Privacy Officer at <a href="mailto:privacy@phabc.org">privacy@phabc.org</a> if you become aware of or reasonably suspect any security breach regarding your account.

## **Disclaimer and Limitation of Liability**

PHABC works hard to ensure that the information presented on the Site is as accurate as possible, and reflects available medical and scientific information and treatment options. However, we do not guarantee or warrant the quality, accuracy, completeness, timeliness, appropriateness or suitability of the information provided. Users are strongly advised to seek independent medical advice from qualified professionals, and any reliance on any information appearing on the Site is at the user's own risk.

Your use of the Site, your account, and the information and services available on or through the Site might be interrupted and will not be free of errors. Any of the Site, your account, the information and services available on or through the Site may be unavailable from time-to-time due to routine maintenance, upgrades, hardware or software malfunctions, repairs, power outages, hackers, denial of service attacks, unforeseeably large service demands, or other reasons beyond the PHABC's control.

THE SITE AND THE INFORMATION AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS-IS" AND "AS-AVAILABLE". PHABC EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS REGARDING THE USE OF THE SITE OR THE INFORMATION AND/OR SERVICES AVAILABLE ON OR THROUGH THE SITE.

PHABC DOES NOT REPRESENT OR WARRANT THAT: (A) THE SITE OR THE INFORMATION AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERRORFREE; (B) ANY PROCEDURES, ADVICE OR TREATMENTS REFERRED TO ON THE SITE ARE SUITABLE OR EFFECTIVE OR WILL HAVE ANY SPECIFIC RESULT OR OUTCOME (C) THE SITE AND ITS AVAILABILITY WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; (D) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (E) THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

PHABC assumes no obligation to update the information on the Site or advise on further developments concerning topics mentioned. The information and services available on or through the Site may also be changed from time to time without notice. Certain portions of the information may express the opinions or contributions of third parties. Its inclusion on the Site should not be interpreted as any endorsement or recommendation of such opinions or views, but rather is intended to ensure that certain viewpoints are represented. Accordingly, PHABC provides no representations or warranties as to the accuracy, completeness or correctness of such materials. Nor does the reference to specific products or services on the Site constitute or imply a recommendation or endorsement by PHABC, unless explicitly stated.

By using the Site, you agree that to the maximum extent permitted by applicable law PHABC, and their respective officers, directors, employees, contractors, agents and representatives, including all Site content providers (including without limitation the nurses and physicians who contribute to the information on the Site) and all those who operate any of the services available on the Site (collectively the "PHABC Releasees") shall have no liability whether direct, indirect, consequential, contingent, special or incidental related to or arising out of or in connection with the use of the Site, the inability to use the Site, the content on the Site or the reliance by any user on the information or services available in or through the Site, whether such liability arises out of an action for breach of contract, negligence or other tortious action, or other theory of liability, and even if PHABC has been advised of the possibility of such liability.

You also agree that none of the PHABC Releases shall be liable for any losses, damages or claims suffered or incurred by you as a result of any failure by you to protect your password or your information on the site to which access is restricted (i.e., your PHABC account).

IF, DESPITE THE LIMITATIONS SET OUT ABOVE, THE PHABC BECOMES LIABLE TO YOU IN RESPECT OF ANY OF THE SITE, YOUR ACCOUNT, OR THE INFORMATION OR SERVICES AVAILABLE ON OR THROUGH THE SITE, THAT LIABILITY WILL BE LIMITED TO \$25.

## Indemnity

YOU UNDERSTAND AND AGREE THAT ALL USE OF THE INFORMATION AND SERVICES AVAILABLE ON THE SITE IS AT YOUR OWN RISK, AND BY USING SUCH INFORMATION AND SERVICES YOU AGREE TO INDEMNIFY AND SAVE HARMLESS THE PHABC RELEASEES, OR ANY ONE OR MORE OF THEM, FROM ANY AND ALL LIABILITY, LOSS, INJURY, DAMAGES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) THAT ANY ONE OR MORE OF THEM MAY SUFFER OR INCUR ARISING FROM OR RELATED TO SUCH USE OF THE INFORMATION AND SERVICES ON THE SITE, ANY CONTENT THAT YOU POST ON THE SITE, OR ANY INFORMATION OR SERVICES THAT MAY BE AVAILABLE FROM OTHER WEBSITES THAT ARE LINKED TO FROM THE SITE.

## **Community Guidelines**

There are some sections of the Site that allow users to post content to the Site in the form of questions, comments, along with video, still images, audio and text through the Share-a-Story feature. Community Guidelines have been developed to protect visitors to and users of the Site. If you access the Site and post content to the Site, you are required to follow the Community Guidelines outlined below.

- Personal information. Do not give us personally identifiably information unless we expressly request it. If you create an account on the Site, your username will be publically visible anytime you submit a comment. When creating your username do not use your real name or include profanity or other offensive or defamatory language in your username. Do not include information that may potentially identify you or other people in any content you provide. This includes names, addresses, phone numbers, email addresses, chat-room handles or physical descriptions.
- Appropriate content. Respect the boosters and other users of the Site. Use appropriate language when posting content to the Site, and when engaging in discussions. Do not post content that: (a) is abusive, hateful, obscene, threatening, harassing, harmful, defamatory or libellous; (b) is fraudulent, deceptive or misleading; (c) violates another person's copyright, trade-mark or other intellectual property rights; (d) contains personal information about you or any other person; (e) contains or links to photographs or videos; or (f) is otherwise unlawful or objectionable to PHABC.
- Personal views. You confirm that the contents you post are statements
  of your personal views and opinions, and not those of PHABC or any
  other person.
- Do not solicit. Any suggestions or questions that attempt to sell a
  product or service will not be answered and/or posted by the
  moderator. The moderator will delete any comments that attempt to sell
  a product or service. The Site is not a dating or a hook-up service; any
  attempt to use the Site for this purpose will be deleted by the moderator
  and further action (deleting your account, blocking your IP address) may
  be taken.
- Unauthorized use. Users are prohibited from posting malicious or unauthorized code (e.g., viruses, bots, worms, spyware, Trojan horses, etc.) or other potentially harmful material to the Site that may interrupt, damage or limit the functionality of the Site or the use of the Site by others. Users are prohibited from using the Site for spamming, phishing or other similar schemes. Users are prohibited from posting links to other websites that enable those other sites to passively collect information from the Site (deep linking) or to pull entire sections of the Site's wireframes (framing).

## **About the Content that You Access**

Not our views. Third-party content posted on the Site does not necessarily reflect the PHABC's views or opinions. PHABC assumes no responsibility or liability for any such content, including any content that:

 (a) is abusive, hateful, obscene, threatening, harassing, harmful, defamatory or libellous;
 (b) is fraudulent, deceptive or misleading;
 (c) violates another person's copyright, trade-mark or other intellectual

property rights; (d) contains personal information about any person; or (e) is otherwise unlawful or objectionable. In addition, PHABC assumes no responsibility or liability for, and makes no express or implied warranties as to the accuracy or reliability of any third-party content on the Site.

- **Not moderated.** PHABC does not moderate or review third-party contents before they are displayed on the Site (e.g. articles, resources, tools, links provided by agencies).
- Right to remove. PHABC reserves the right, to be exercised in its sole
  discretion, to remove any content from the Site for any reason and at any
  time, but has no obligation to do so. PHABC will have no liability for any
  decision to remove, or not to remove, content from the Site.
- Removal Requests. Any party may request in writing to the PHABC
  that third-party content be removed from the Site on the grounds that the
  posting does not comply with the Community Guidelines or any other
  provision of these Terms of Use. PHABC is not obligated to remove any
  content upon receiving a request to do so, but may remove any content
  in its sole discretion as described above.

## **About the Content that You Provide**

- **Posting.** Third-party comments posted on the Site are moderated before posting and are visible to the public.
- Compliance. You must comply with the Community Guidelines and these Terms of Use when you post any content to the Site. Your failure to do so may result in the deletion of your content or account and/or the blocking of your IP address for further access to or participation on the Site. PHABC will cooperate with any law enforcement authorities or court order requesting or directing PHABC to disclose the identity of anyone posting content that is unlawful or violates another person's rights.
- Licence grant. When you submit content to the Site (questions, comments, stories, videos, audio, text), you consent to the publication of that content on the Site. By submitting content, you also grant PHABC the nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media and for any purpose, as long as all personally identifying information is deleted, without further notice or consideration to you.

PHABC reserves the right to reproduce or modify all or part of a question or other content submitted to the Site before or after publication. Questions submitted for public answering may be reworded at the PHABC's discretion. Questions submitted with a request for a private response may be reworded or paraphrased and posted publically and anonymously at PHABC's discretion if the PHABC believes that the answer will be of value and benefit to a wider population. Third-party comments may be edited by PHABC at the PHABC's discretion.

THIRD-PARTY CONTENT POSTED On the Site IS the responsibility of the POSTER; the PHABC assumes no responsibility for ANY SUCH content, or from any and all repercussions, damages or liability resulting from THAT CONTENT.

## **Our Privacy Statement**

Our <u>Privacy Statement</u> describes the collection, use and disclosure of information on I Boost Immunity. By accessing and using the Site, you agree that our Privacy Statement applies to the information you provide when you use the Site.

#### Links

Any links provided by PHABC on the Site to other external or third-party websites are provided as a reference to help you identify and locate other internet resources that may be of interest. These external websites were independently developed by other parties and PHABC does not assume responsibility for the accuracy or appropriateness of the information contained at, or endorse the viewpoints expressed on such websites. Your use of any third party website is at your own risk and is subject to the terms of use of such website. PHABC is not liable for any acts, omissions or conduct of third parties associated with external websites. PHABC does not guarantee the privacy policies on external websites and encourages reviewing individual privacy policies before using an external website.

Where an external website provides a hypertext link to the Site, PHABC has no responsibility for the content of the external website and does not endorse, authorize, approve, certify, maintain or control the external Internet address and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located at that Internet address.

#### **Modifications**

From time to time and without notice PHABC may add new features to the Site, remove existing features from the Site, or otherwise modify the Site and the information and services available on or through the Site (including their functionality, "look-and-feel", universal resource locators and software components).

## Copyright

The PHABC owns or has authority to use the Site and all information and content, including any icons, images, video, audio, text, illustrations, computer software and code on the Site (collectively the "**Proprietary Content**"), and owns or has acquired all the necessary licenses for any related intellectual property, including copyright. The Site as a whole and the Proprietary Content is the property of PHABC and is protected under national and international copyright laws and other laws.

You are granted a **limited licence** to access, display, download, print and reproduce reasonable portions of the Site for your personal, non-commercial use only, provided the information is not modified and all copyright and other

proprietary notices are retained. Any other use is strictly prohibited without permission from PHABC. None of the information, in whole or in part, may be otherwise reproduced, republished or re-disseminated in any manner or form without our prior written consent. Nothing contained herein shall be construed as conferring any right in any copyright in any of the information provided on the Site.

#### Trade-marks

Any names, words, titles, phrases, logos, designs, graphics or icons appearing on the Site may be registered or unregistered trade-marks, official marks, service marks or trade-names and may be the property of PHABC or third parties. Though third party marks may be used by PHABC subject to a licence agreement, mere display of a third-party's trade-marks does not indicate or imply any relationship between PHABC and that third party, or indicate that PHABC approves of any of the wares or services used in association with that trade-mark

Nothing contained herein implies that a licence has been granted to you in respect of any official marks, trade-marks, service marks or trade names displayed on the site, unless prior written permission of PHABC or the respective owner of any third-party trade-mark is obtained.

## **Applicable Law**

The laws in effect in the Province of British Columbia shall govern these Terms of Use and any dispute or claim based on or arising from your use of the Site. You agree that any action or proceeding relating to this agreement or your use of the Site shall only be brought by you in the courts of the Province of British Columbia and will be resolved individually, without resort to any form of class action. The website is intended for use by residents of British Columbia, Canada only.

#### **Entire Agreement**

If any part of these Terms of Use is found void and unenforceable, it will not affect the validity of the balance of the remaining Terms of Use, which will remain valid and enforceable. These Terms of Use set forth the entire understanding and agreement between us and you with respect to your use of the Site.

Questions, concerns or complaints about the PHABC Terms of Use for I Boost Immunity should be submitted to <a href="mailto:info@phabc.org">info@phabc.org</a>.

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