

TERMS OF USE

Version 2.0 - Revised: May 26, 2020.

1. Overview

1.1 The websites, videos, social media websites, software, (provided online or otherwise), applications and/or plug-ins and associated services of Cortree including the URL: cortree.com, cortree.com/learn (collectively "Cortree Disability Education Centre"), and any other webpages, subdomains, variants that link or refer to these Terms of Use are owned and operated by Spinal Cord Injury Ontario ("SCI Ontario"). These Terms of Use ("Terms") govern your access to and use of Cortree.

1.2 Cortree is a platform for providing information, including online learning courses in the field of spinal cord injuries, physical exercise and rehabilitation, and physiotherapy. Visitors to Cortree including physicians, patients, and others (collectively, "Users") can obtain and share information, and purchase content created or provided by SCI Ontario (collectively, the "Services"). Information provided by SCI Ontario may include photographs, images, vectors, moving images, animations, films, videos, visual works or other content together with any associated keywords, metadata and/or titles (the "Content"). Users may also create User Accounts, and submit User photographs, images, vectors, moving images, animations, films, videos, visual works or other content together with any associated keywords, metadata and/or titles ("User Content").

1.3 **Please read these Terms carefully. By accessing Cortree or using the Services, you agree to and are bound by the Terms and any modified or additional terms that SCI Ontario may publish from time to time.** If you are using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and affirm that you have the authority to bind that organization with respect to these Terms. In that case, references to "you", "your" and "User" will refer to that organization. If you do not agree to all of the Terms, do not access or use the Services.

1.4 SCI Ontario may modify, replace, or discontinue Cortree or the Services or any part thereof at any time, for any reason, with or without notice to you, in our sole discretion. This includes modifying, adding to, stopping, or otherwise altering or substituting features, functions or services of the Services provided on Cortree with equivalent or otherwise comparable features, functions or services.

1.5 SCI Ontario may change these Terms from time to time at our sole discretion, with or without notice to you. Your continued access to Cortree or use of the Services constitutes your acceptance of such changes. Your use of the Services will be subject to the current version of the Terms posted on Cortree or in another location at the time of such use. Breach of any of these terms will entitle SCI Ontario to revoke your permission to access or use Cortree or the Services.

1.6 These Terms are effective upon your Acceptance as set forth under Section 1.3 above and continue in effect until terminated.

2. The Services

2.1 SCI Ontario grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services including for the purposes of accessing the Content.

3. Termination by SCI Ontario; Termination by You

3.1 SCI Ontario reserves the right, in its sole discretion to determine whether use of the Services violates these Terms for any reason.

3.2 SCI Ontario may block, restrict, disable, suspend or terminate your access to all or part of the Services at any time at our discretion, without prior notice or liability to you.

3.3 You agree that SCI Ontario shall not be liable to you or any third party for any such termination of your ability to use or otherwise access the Services.

3.4 You may terminate your agreement with these Terms at any time by instructing SCI Ontario in writing to disable any password assigned to you for Cortree and by discontinuing all use of the Services.

4. User Accounts and User Content

4.1 On Cortree, you are able to become a Registered User and create a User Account. A User Account is stored information that SCI Ontario keeps on individual Users that details their viewing preferences, activities, and interactions and through which they can access the Content. You must create a User Account to browse, view, purchase or contribute content.

4.2 By submitting any User Content as part of accessing the Services including but not limited to photos, vectors, words, images or other content, you grant to SCI Ontario and other Users of the Services, a worldwide, non-exclusive right and license to copy, reproduce, publicly display, sublicense, communicate to the public, and create derivative or new works incorporating the User Content submitted by you.

4.3 Your copyrights in all User Content you submit continues to belong to you. Nothing in this Agreement shall be taken to transfer any copyrights to SCI Ontario. Should any derivative or new works be created based on or incorporating the User Content, all rights in the User Content shall continue to be owned by you.

4.4 By submitting User Content, you expressly waive any moral rights that you may have in the User Content. Other users of Cortree may be required to provide credit or attribution to you and/or to SCI Ontario as the author or source of the User Content under certain conditions. SCI Ontario cannot guarantee such credit or attribution and SCI Ontario will not be held liable if such credit or attribution is not provided.

4.5 By submitting User Content, you grant SCI Ontario permission to add, modify or remove information, including without limitation, metadata, keywords, or associated titles, related to your User Content in order to manage the User Content.

4.6 By submitting User Content, you expressly consent to the SCI Ontario Privacy Policy, which is incorporated by reference and which can be found [here](#) [**create link to Privacy Policy**].

4.7 SCI Ontario is not liable for User Content. SCI Ontario reserves the right to accept or reject any User Content submission at its sole discretion, and to reject any previously accepted User Content at any time for any reason, including but not limited to:

(a) SCI Ontario's belief that the submission of the User Content does or would subject SCI Ontario to legal liability due to fraud, intellectual property infringement, or the violation of rights of third parties;

(b) the submission of the User Content violates the terms of this Agreement;

(c) the breach by a User of any agreement with SCI Ontario including this Agreement;
or

(d) the User Content may reasonably be seen as defamatory, obscene, or violent.

4.8 You may remove User Content from Cortree at any time. You may also terminate your User Account at any time. Upon termination of your User Account, SCI Ontario shall remove from its systems any User Content associated with the User Account. If you choose to remove your User Content, the license granted above will automatically expire; Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist for a period after deletion.

5. Releases for Models and Property

5.1 By submitting User Content to SCI Ontario, you agree to obtain valid, accurate, and legally binding Releases for all User Content you submit to SCI Ontario that contains an identifiable face, an identifiable person, other identifiable attribute, or property. SCI Ontario reserves the right to reject User Content containing an image or images of an identifiable person or property if a valid Release is not obtained or provided to SCI Ontario upon request.

5.2 You will not submit User Content that contains third party copyrighted materials, including but not limited to artwork, music, architecture or photographs, or that displays trademarks, without also submitting the appropriate Release from the copyright and/or trademark owner. You must have permission to incorporate any material owned or controlled by a party other than you into any User Content submitted by you to SCI Ontario.

5.3 You agree to be solely responsible for keeping complete and accurate records related to Releases including all original Releases, where applicable.

5.4 The provision of falsified, inaccurate or otherwise defective Releases or any failure to obtain any necessary Release constitutes a material breach of this Agreement and may result in the immediate termination this Agreement.

5.5 SCI Ontario reserves the right to request additional information regarding the User Content including but not limited to information related to the date, time and location of the creation of the User Content, equipment used to create the User Content, or persons appearing or involved in the creation of the User Content.

6. Warranties regarding User Content

You warrant that:

6.1 The User Content does not infringe upon any third party copyright, trademark, moral right, intellectual property rights, or other rights of any kind.

6.2 Any grant of a License by SCI Ontario shall not infringe the rights of any third party including, but not limited to infringement of copyright, trademarks, moral rights, privacy rights, image rights, rights of publicity, and defamation.

6.3 You hold all permissions needed for personal and commercial use by third parties of the User Content including, but not limited to Releases from any person, subject or owners of property depicted in the User Content, and/or persons on whose behalf the User Content may have been created.

6.4 The User Content was not created in violation of any law or in a location where the creation of images, video, or other media for commercial gain is forbidden.

7. E-Commerce

7.1 All Content or products available for purchase on or through Cortree and all transactions conducted in conjunction therewith are subject to and governed by these Terms. By making a purchase through Cortree, you agree to these Terms.

7.2 SCI Ontario reserves the right to cancel any transaction if we believe the transaction violates these Terms, or if we believe doing so may prevent financial loss and will issue a refund (as applicable) and notify you of the reasons.

7.3 When you make a purchase using Cortree, you agree to pay for all Products that you purchase. Payment is made via credit card, *PayPal* or other payment platform at SCI Ontario's sole discretion.

7.4 The details of your purchase, including the total price, will be provided to you during the checkout process. You are responsible for the full amount of the total price, which may

include taxes, fees, and shipping and handling costs. You agree that prices for Products may change at any time and that SCI Ontario does not offer any price protection.

7.5 Payment for Content purchased through Cortree are completed via third party payment processors. SCI Ontario does not collect, use or store payment information or other related transaction information. To complete your purchase, you will be redirected to the third party payment processor.

7.6 When you provide a payment method to us, you confirm that you are permitted to use that payment method. When you purchase via Cortree, you authorize the designated payment processor to charge your payment method the full amount of the total price for your purchase, including all applicable taxes, fees, and shipping and handling charges.

7.7 In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit payment methods for a transaction, or limit your ability to make a purchase, or deactivate your User Account. We may also contact the payment method issuer, law enforcement, or affected third parties (including other Users) and share details of payments and/or transactions, if we believe doing so may prevent financial loss or a violation of any applicable law.

8. Refund Policy

8.1 Whether a Purchase is refundable will be set out in the description of the relevant Content. Users are responsible for reviewing the descriptions of the relevant Content to determine if refunds apply. If an error or incorrect payment has occurred please contact info@sciontario.org and we will refund as appropriate. Administration fees will not be refunded.

9. Warranties & Disclaimers

9.1 The Services and Content are for informational and educational purposes only and are provided on an “as is” and “as provided” basis. All warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement of rights of others, are expressly excluded and denied.

9.2 SCI Ontario does not make any representations or warranties with respect to the accuracy, applicability, fitness, or completeness of the Services and the Content. SCI Ontario does not warrant the performance, effectiveness, or applicability of any information shown or discussed in the Content or included as part of the Services.

9.3 Nothing in Cortree or the Content is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified health provider regarding any medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read or seen on Cortree or the Content.

9.4 SCI Ontario assumes no duty to correct or update the Content or to resolve or clarify any inconsistent information that may be part of the Content. Reliance on the Content is at your own risk.

9.5 Publication of information or reference in the Content to specific products, procedures, physicians, treatments, or diagnoses are for information only and are not endorsements of SCI Ontario. The information contained in the Content posted on Cortree represents the views and opinions of the original creators of such Content and does not necessarily represent the views or opinions of SCI Ontario.

9.6 SCI Ontario may provide search functions on Cortree to enable access to and searches for specific Content. SCI Ontario disclaims any responsibility for the content or accuracy of any searches and search results.

9.7 Any warranty not expressly contained or set forth in these Terms shall not be inferred, expressed, contained or created by any information or advice from SCI Ontario, whether written or oral.

9.8 SCI Ontario assumes no responsibility for the timeliness, deletion, failure to store or back-up, or mis-delivery of any communication by any party, or for any personal settings.

9.9 SCI Ontario takes no responsibility and assumes no liability for any damages, losses, injury or harm caused to you or any other person as a result of your use of the Services or the Content, including without limitation any damages, losses, injury or harm that may be caused by any other person through the intermediary of the Services, any damages, losses, injury or harm that may result from any breach of security relating to personal or other information, any damages, losses, injury or harm that may result from any computer virus or other technical matter that arises through your use of or access to the Services.

10. Intellectual Property

10.1 All content on Cortree and provided as part of the Services, including but not limited to the Content, are protected by copyright, trademark, and other intellectual property laws. The Content and all intellectual property rights in or related to the Content are the property of SCI Ontario.

10.2 SCI Ontario Intellectual Property (IP) refers to the Content, and all of SCI Ontario trade names, domain names and trademarks which include CORTREE, the CORTREE LOGO, and copyright in Cortree, the look and feel of Cortree including page headers, custom graphics, button icons, and scripts published on any websites associated with Cortree. You agree not to challenge the validity or use of SCI Ontario IP.

10.3 All other trademarks, product names, company names or logos used or appearing on Cortree are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by SCI Ontario, unless expressly stated.

10.4 You acknowledge that these Terms do not grant you any rights of ownership or any permission to use SCI Ontario IP without the prior written consent of SCI Ontario. Any unauthorized use of any SCI Ontario IP or the Services violates these Terms.

10.5 You agree not to copy, republish, frame, link to, download, transmit, modify, adapt, create derivative or new works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer Cortree or any Content. In addition, you agree not to use any data mining, robots or similar data and/or image gathering and extraction methods in connection with Cortree, or Content.

10.6 You may not remove any watermarks or copyright notices contained in the Content.

10.7 You agree that you will not use any of SCI Ontario IP, or any trademarks, trade names or domain names confusingly similar to SCI Ontario IP, to advertise or promote any products or services or as part of any trademark, trade name, social media handle, meta tag, keyword, or business name, without the prior written consent of SCI Ontario.

10.8 You agree that you will not use SCI Ontario IP in a manner which would be likely to depreciate the goodwill SCI Ontario holds in its IP, or which would be unlawful, including, but not limited to, use in pornographic or defamatory materials, or use in unsolicited electronic communications.

10.9 SCI Ontario remains the sole owner of all right, title, and interest in SCI Ontario IP and reserves all rights not expressly granted under these Terms.

11. User Permissions and Obligations

11.1 Subject to your compliance with these Terms, with any other agreement you may have with SCI Ontario, and with any applicable laws, you may access and use the Services.

11.2 You agree not to register more than one User Account per person.

11.3 You agree that you shall not use Cortree to engage in any conduct that shall constitute a violation of any law or that infringes the rights of SCI Ontario or any third party.

11.4 You agree that you shall not engage in harassment, personal attacks, or abuse toward individuals or organizations.

11.5 You agree that you shall not use language that is discriminatory, hateful, or violent towards identifiable groups or that incites others to discriminate, practice hate or violence.

11.6 You agree that you shall not use Cortree to seek to gain access to any portions of Cortree you are not authorized to access, nor to impersonate or falsely state or otherwise misrepresent your affiliation with any person or entity including but not limited to SCI Ontario. You shall not manipulate identifiers in order to create the impression that another

person is accessing the Content nor shall you use Cortree to either directly or indirectly interfere with, disrupt or damage Cortree, the server(s) on which it may be hosted, any networks connected to it or any other User's access to Cortree.

11.7 You shall not collect, post or store personally identifying information about other Users of Cortree for any purposes unrelated to Cortree or that are illegal or unlawful.

11.8 The assessment of any User Content submitted by you will be in accordance with applicable regulatory requirements in our sole discretion. You agree not to challenge SCI Ontario's assessment of any User Content.

12. User Information

12.1 SCI Ontario (or third parties acting on its behalf) may collect information related to your use of Cortree. Third party platforms through which you access Cortree may collect information related to your use of such third party platforms and make such information available to SCI Ontario subject to your agreement with the applicable third party platform. SCI Ontario's collection and use of all such information shall at all times conform to these Terms, the SCI Ontario Privacy Policy, and applicable law.

12.2 SCI Ontario will use and protect your personal information, such as your name, email address, user name, and postal address, in accordance with the SCI Ontario Privacy Policy, the contents of which are incorporated by reference into these Terms.

13. Infringement claims

13.1 If you believe the Content or User Content made available by SCI Ontario infringes upon any copyright that you own or control, you may notify SCI Ontario by contacting info@sciontario.org.

14. Disclaimer of Third Party Information

14.1 SCI Ontario may provide third party content on Cortree, whether in the form of links to web pages, advertisements, or other content of third parties (collectively the "Third Party Content"). SCI Ontario does not monitor nor have any control over any Third Party Content or third party websites. Any opinions, advice, statements, services, offers, posts, private messages, or other information or content expressed or made available by third parties are those of the respective author(s) or distributor(s) and not SCI Ontario. SCI Ontario does not endorse or adopt any Third Party Content, and is not responsible for and does not guarantee the accuracy, completeness or reliability of any Third Party Content. If you access any third party website, service or content from Cortree, you do so at your own risk and you agree that SCI Ontario will have no liability arising from your use of or access to any third party website, service, or content.

14.2 SCI Ontario may display advertisements from third parties on Cortree or links to third parties or their products or services. If you choose to access such links or otherwise

contact and/or conduct business with any such third party, any such access or business is solely between you and such third party. SCI Ontario is not responsible for any aspect of any product, service or information offered by any such third party, nor is SCI Ontario responsible or liable for any loss or damage incurred as the result of such dealings or promotions or as a result of such third party advertisements on Cortree. If a dispute arises with any such third party, you release SCI Ontario from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

14.3 You understand that SCI Ontario does not endorse or warrant any particular content or information available via Cortree or guarantee the accuracy, integrity or quality of such content or information available on Cortree. Under no circumstances will SCI Ontario be liable in any way for your use of Cortree, including, but not limited to, any errors or omissions therein, or any loss or damage of any kind incurred as a result of the use of any Content, emailed, transmitted or otherwise made available via Cortree. You use Cortree at your own risk.

15. Limitation of Liability

15.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services or access of the Content remains with you and you use the Services at your own risk. You agree that neither SCI Ontario nor any other party involved in creating, producing, or delivering the Services or Content will be liable for any incidental, special, exemplary, punitive or consequential damages, including but not limited to personal injury, loss of intellectual property rights, lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, arising out of or related to these terms or from the Services, or from the use of or inability to use the Services, or from any communications, interactions or meetings with other users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not SCI Ontario has been informed of the possibility of such damage.

15.2 In no event will our aggregate liability, or that of our officers, directors, employees or agents, arising out of or in connection with these terms or from the Services, or from the use of or inability to use the Services, or access the Content exceed one hundred dollars (\$100). The limitations of liability set forth above are fundamental elements of the basis of the bargain between SCI Ontario and you. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above disclaimers and limitations may not apply to you.

15.3 The Services are provided by SCI Ontario from its facilities in Canada. SCI Ontario makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so of their own

volition and are entirely responsible for compliance with all applicable national, state, provincial, local or other laws, statutes, directives, rules, regulations, and all interpretations or orders of any government, administrative or regulatory authority or court, including but not limited to those related to export and import of software, technical information or services.

16. Indemnification

16.1 You agree to indemnify and hold harmless SCI Ontario, its contributors, its parents, subsidiaries, successors, assigns, and all employees, licensees and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including costs, reasonable lawyers' fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or in any way related to (i) your access to or use of the Services or Content; (ii) your breach of any of these Terms.

17. General Terms

17.1 There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties including by the submission of User Content.

17.2 These Terms shall be governed and construed in accordance with the applicable laws of Ontario and Canada. The parties attorn to the jurisdiction of the Courts of Newfoundland and Labrador and the Federal Court in respect of the resolution of any dispute arising hereunder, should it become necessary.

17.3 The parties hereto require and declare that the present Terms be drafted in the English language: par les présentes, les parties ont demandé que le présent contrat soit rédigé en anglais.

17.4 Headings in these Terms are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

17.5 No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Enforcement of these Terms is solely in SCI Ontario discretion, and failure to enforce these Terms in any instance does not constitute a waiver of our right to enforce it in other instances.

17.6 If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such provision is fully severable and the remaining provisions of these Terms shall remain in full force and effect.

17.7 Any controversy or claim arising out of or relating to this policy will be settled by binding arbitration in accordance with the commercial arbitration rules of the Alternative Dispute Resolution Institute of Canada. The arbitration must be conducted in Ontario,

Canada and judgment on the arbitration award may be entered into any court having jurisdiction thereof. SCI Ontario may seek any interim or preliminary relief from a court of competent jurisdiction in Ontario, Canada, as necessary to protect the rights or property of SCI Ontario.

BY ACCEPTING THESE TERMS OF USE AND ACCESSING CORTREE, YOU WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE OR LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE AND THAT YOU HAVE THE THE FULL RIGHT, POWER AND AUTHORITY TO BE BOUND BY THE TERMS DESCRIBED HEREIN ON YOUR BEHALF, OR ON THE BEHALF OF A COMPANY YOU REPRESENT, AND TO FULLY PERFORM THE OBLIGATIONS UNDER THESE TERMS OF USE.