

Published on *British Columbia Drug and Poison Information Centre (BC DPIC)* (http://www.dpic.org)

Home > Terms and Conditions > Printer-friendly PDF

Terms and Conditions

The DPIC.org Web Site and related Internet media properties (the "Site") is an online information service provided by The BC Drug and Poison Information Centre ("DPIC"), subject to your compliance with the terms and conditions set forth below.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE. DPIC MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. Copyright.

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owner of the intellectual property, copyrights and trademarks is DPIC, its affiliates or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials.

2. Trademarks.

DPIC.org, and/or any other names used by the BC Drug and Poison Information Centre (DPIC) or its Web sites, publications, products, content or services referenced herein or on the Site are the exclusive trademarks or servicemarks of DPIC, including the "look" and "feel" of the Site, DPIC.org color combinations, layout, and all other graphical elements. Any use of DPIC.org trademarks is strictly prohibited without the express permission from DPIC.org. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

3. Use of the Site.

You understand that, except for information, products or services clearly identified as being supplied by DPIC.org, DPIC.org does not operate, control or endorse any information, products or services on the Internet in any way. Except for DPIC.org - identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with DPIC.org. You also understand that DPIC.org cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

In connection with your use of the Site, you agree you will not:

- a) Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
- b) Impersonate any person or entity, including but not limited to, an DPIC.org official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Post or transmit any Material that contains a virus or corrupted data;
- e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication

feature:

- f) Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g) Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
- h) Violate any applicable local, provincial, national or international law;
- i) Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- i) Delete or revise any Material posted by any other person or entity; or
- k) Manipulate or otherwise display the Site by using framing or similar navigational technology.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. DPIC PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND DPIC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. YOU ACCESS SUCH MATERIALS AT YOUR RISK. DPIC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE BC DRUG AND POISON INFORMATION CENTRE (DPIC) BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF DPIC OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, DPIC'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4. Indemnification.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DPIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD PARTY INFORMATION PROVIDERS TO THE SITE FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR YOUR USE AND ACCESS OF THE SITE.

5. Third Party Rights.

THE PROVISIONS OF PARAGRAPHS 3 (USE OF THE SITE), AND 4 (INDEMNIFICATION) ARE FOR THE BENEFIT OF DPIC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND ANY THIRD PARTY INFORMATION PROVIDERS TO THE SITE. EACH OF THESE INDIVIDUALS OR ENTITIES SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THOSE PROVISIONS DIRECTLY AGAINST YOU ON ITS OWN BEHALF.

6. Termination.

Either party without notice may terminate this Agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, 3 (Use of the Site), 4 (Indemnification), 5 (Third Party Rights) and 10 (Miscellaneous) shall survive any termination of this Agreement.

7. Special Admonitions for International Use.

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of

technical data exported from Canada or the country in which you reside.

8. Dealings with Third Parties.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that DPIC shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

9. Links.

The Site may provide, or third parties may provide, links to non-DPIC.org Internet World Wide Web sites or resources. Because DPIC.org has no control over such sites and resources, you acknowledge and agree that DPIC.org is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that DPIC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. Web Form Submissions.

Any information, personal or otherwise, that is submitted through DPIC website forms is captured and used to respond to comments, requests, and inquires. It may be maintained for future communications but is not provided to any other organization or entity unless explicitly stated.

Any information provided is voluntary and constitutes consent to the use of the information for the stated purpose(s). In the case of website forms, consent is granted when the "Send order" (or the "Submit report" or "Send e-mail" or similar) button is clicked.

The sending of electronic mail messages may include personal information. DPIC may retain this information to respond to a request by the sender but also as a record of correspondence.

DPIC reserves the right to use or publish any media submitted through website forms or electronic mail messages, including photographs, sound recordings, or videos for any purpose, including but not limited to the following: conference materials, educational materials, informational materials, and on-line materials relating to DPIC services. Submitted media may be electronically displayed, including but not limited to via the Internet.

11. Miscellaneous.

This Agreement shall all be governed and construed in accordance with the laws of the Province of British Columbia applicable to agreements made and to be performed in British Columbia. You agree that any legal action or proceeding between the BC Drug and Poison Control Centre and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or provincial court of competent jurisdiction sitting the Province of British Columbia, Canada.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. DPIC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. DPIC may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

We are grateful to all the First Nations who have cared for and nurtured the lands and waters around us for all time, including the x?m??k??y??m (Musqueam), Sk?wx?wu?7mesh U?xwumixw (Squamish Nation), and s?l?ílw?ta? (Tsleil-Waututh Nation) on whose unceded and ancestral territory our centre is located.

© 2024 BC Drug and Poison Information Centre

All material found on the BC Drug and Poison Information Centre (DPIC) website is provided for informational purposes only. It is *not* meant to replace the expert advice of a healthcare professional such as a physician, pharmacist, nurse or qualified poison specialist. Use of this site is governed and restricted by specific terms of use. Please review the **full terms and conditions** below prior to using the DPIC website. In the event of a poisoning emergency, call

your local poison control centre immediately. Portions of this web site are intended for healthcare professionals. Interpretation and application of information may require more detailed explanation than contained herein, particularly regarding any clinical information that is found in or linked to this site. Patients are advised to consult their health care provider regarding diagnosis and treatment, and for assistance in interpreting these materials and applying them in individual cases.

Terms and Conditions

Source URL (retrieved on 2025-03-13 23:08): http://www.dpic.org/content/terms-and-conditions