

Sunnybrook Terms and Conditions

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2. Customers and Authorized Users: We have entered into separate customer agreements with our customers (each a “Customer Agreement”) and which may apply to and govern your use as an Authorized User thereunder. In such case, you agree to comply with all of the terms of the Customer Agreement in addition to the Terms set forth herein and the Customer Agreement will control as and to the extent of any conflict with the provisions of these Terms. You represent and warrant that you have all rights necessary to provide all information that you provide through the Services and indemnify Sunnybrook for any claim related thereto.
3. Prohibited Uses: In addition to other terms as set forth in these Terms, you are prohibited from using the Website and Services or content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; or (g) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses or for any other reason at any time.
4. Intellectual Property Rights: “Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. These Terms do not transfer to you any intellectual property owned by Sunnybrook or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Sunnybrook. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of Sunnybrook or its licensors. Other trademarks, service marks, graphics and logos used in connection with the

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THESE TERMS DO NOT AND ARE NOT INTENDED TO CONFER ANY RIGHTS OR REMEDIES UPON ANY PERSON OTHER THAN YOU.

7. Indemnification: You agree to indemnify and hold Sunnybrook and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party (including your employees, any carrier or customer, and any other party) allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your content, your use of the Website and Services or any gross negligence or willful misconduct on your part.
8. Force Majeure: In no event shall Sunnybrook be liable to you or be deemed to have breached this Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond Sunnybrook's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
9. Severability: If any provision of these Terms are invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision or portion of any provision of these Terms shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
10. Dispute Resolution: The formation, interpretation, and performance of these Terms and any disputes arising out of it shall be governed by the substantive and procedural laws of Kansas without regard to its rules on conflicts or choice of law rules. Any legal suit, action, or proceeding arising out of or related to these Terms will be instituted exclusively in the federal courts of the United States or the courts of the State of Kansas with original jurisdiction over Johnson County, Kansas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. Changes and Amendments: We reserve the right to modify these Terms, or any others terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided. An updated version of these Terms will be effective upon the later of the date posted or the effective date set forth in the updated version. Your continued use of the Website and Services after the effective date of the revised Terms (or such other act specified at that time) will constitute your consent to those changes.
12. Acceptance of These Terms: You acknowledge that you have read these Terms and agree to all of the terms and conditions herein. By accessing and using the Website and Services you agree to be bound by the Terms. If you do not agree to abide by these Terms, you are not authorized to access or use the Website and Services.