

# RESTORATIVE APPROACH



## WEBSITE TERMS AND CONDITIONS

Restorative Approach Inc. ("Us", "Our", "We"), a corporation governed by the federal laws of Canada, provides support based on traditional restorative practices to strengthen relationships and resolve conflict. We bring this advice to our clients through the educational methods, conflict resolution services, and consulting work ("the Services").

This Website was created to share information and updates about our business as well as provide a point of contact for engaging our Services.

### ACCEPTANCE OF TERMS

These website terms and conditions of use for [www.restorativeapproach.ca](http://www.restorativeapproach.ca) constitute a legal agreement and are entered into by and between you and Restorative Approach Inc. ("Restorative Approach", "Company," "we," "us," "our").

The following terms and conditions, together with the Privacy Policy ([www.restorativeapproach.ca](http://www.restorativeapproach.ca)), collectively govern your access and use, including any content, functionality, and services offered on or through [www.restorativeapproach.ca](http://www.restorativeapproach.ca) (the "Website").

By visiting or using the Website you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by these Terms and Conditions for each use of and each visit to the Website. By accessing or using the Website you agree to be bound by these Terms and Conditions and our Privacy Policy and accept all legal consequences. If you do not agree to these Terms and Conditions, in whole or in part, please do not use the Website.

### MODIFICATION OF TERMS

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective

immediately upon posting and apply to access to and continued use of the Website. You agree to periodically review the Terms and Conditions to be aware of any such modifications and your continued use shall be your acceptance of any such modifications.

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

## REPRESENTATION

OUR ADVISORS ARE NOT ACTING IN THE CAPACITY AS LEGAL PROFESSIONALS. OUR SERVICES AND THIS SITE DO NOT PROVIDE OR OFFER, AND ARE NOT A REPLACEMENT FOR, PROFESSIONAL LEGAL EVALUATION, ADVICE, OR SERVICES (“**LEGAL ADVICE**”). Based on information that you request and/or provide to us, We provide you: (i) educational resources and services; (ii) conflict resolution services; and (iii) consultations. While We believe that the information provided through our Services and the Site is current and reliable, Restorative Approach cannot and does not make any such guarantee or warranty.

THE RELATIONSHIPS FORMED BETWEEN RESTORATIVE APPROACH AND ITS CLIENTS IS NOT AKIN TO THE RELATIONSHIP BETWEEN A PRACTICING SOLICITOR AND THEIR CLIENTS. INFORMATION SHARED WITH OUR ADVISORS WILL NOT BE PRIVILEGED. Restorative Approach takes extensive measures to protect the privacy and confidentiality of its clients. However, this information is not privileged under the law and cannot be protected by solicitor-client privilege. Further, we may be compelled by municipal, provincial, or federal law to release information regarding certain matters, such as incidents of child abuse, abuse of an elderly or incapacitated person and threats of physical violence, and confidentiality does not extend to these matters. Please see our Privacy Policy for more information on the information we collect from you and how it is used.

## PURCHASING SERVICES

This Site may offer goods and/or services.

If you wish to purchase a Service made available through the Site, you may be asked to supply certain information relevant to your purchase including, without limitation, your last name, your email address, your credit card number, the expiration date of your credit card, your billing address, and/or your shipping information. Any such collection and use of your personally identifiable

information is governed by our Privacy Policy. Please ensure you read our Privacy Policy on this Site before sharing any personally identifiable information with us.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected. We will not be held responsible or liable for any failure for the purchase to complete, or any resulting loss or damages to you.

## REFUND POLICY

All sales are final. All payments rendered for our services are non-refundable.

## RIGHT TO REFUSE SERVICE

We reserve the right to refuse service to anyone demonstrating inappropriate behaviour towards Restorative Approach or other users of our Services.

## INTELLECTUAL PROPERTY OWNERSHIP

You may only use our Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, scrape, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

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- b) reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; or
- c) we grant you written permission.

Users are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

## PRIVACY

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Website and provision of services.

## COOKIES

By using our Website, you consent to the use of cookies and agreeing on the Privacy Policy of our hosting provider Squarespace. These cookies are used to store information including visitors' preferences, and the pages on the Website that the visitor accessed or visited. Some cookies are necessary to allow you to browse our Website, use its features, and access secure areas.

You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, you may experience a degraded experience with us. You should visit the [Squarespace cookies page](#) for a detailed explanation about their cookies.

## DISCLAIMERS

The Website is provided on an “as-is” and “as available” basis, and we expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We do not guarantee that the Website will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

## ASSUMPTION OF RISK

THE INFORMATION PROVIDED BY THE SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ELSEWHERE. IN THE EVENT THAT LEGAL ADVICE PROVIDED TO YOU IS DIFFERENT THAN INFORMATION THAT MAY BE PROVIDED THROUGH THE SERVICE, YOU MUST NOT RELY ON THE SERVICE.

IN CONSIDERATION OF YOUR USE OF THE SERVICES, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THE RISKS AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RESTORATIVE APPROACH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL AND OTHER REASONABLE FEES AND EXPENSES FOR INVESTIGATING OR DEFENDING ANY ACTION OR THREATENED ACTION (AS WELL AS SETTLEMENT COSTS) WHICH ANY OF THE INDEMNIFIED PARTIES MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY YOU OF THESE TERMS OF USE; (II) YOUR USE OF THE SERVICE, YOUR ACCOUNT(S), YOUR CLIENT CONTENT; AND/OR (IV) ANY VIOLATION BY YOU

OF ANY LAW OR THIRD PARTY RIGHTS, INCLUDING, WITHOUT LIMITATION, FOR PERSONAL, BODILY, OR MENTAL INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, ECONOMIC LOSS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM OR ANY DAMAGE TO YOU, YOUR SPOUSE, CHILD, OR OTHER THIRD PARTIES RESULTING FROM YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF RESTORATIVE APPROACH OR ANYONE PROVIDING SERVICES ON RESTORATIVE APPROACH'S BEHALF.

## LIMITATION ON LIABILITY

We shall not be responsible for any indirect, special, incidental or consequential damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Website or in reliance on the information available on the Website, including the loss of use, lost data, lost business profits, business interruption, personal injury, or any other personal or pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action. Access to and use of the Website is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to these terms, will at all times be limited to a maximum of fifty Canadian dollars (CAD \$50). The existence of more than one claim will not enlarge this limit.

## GOVERNING LAW

You expressly agree that any disputes, claims, complaints or actions you may choose to advance arising from your use of the Website will be decided by the Courts established under and applying the laws of Nova Scotia excluding the law relating to choice of law and forum conveniens. You further expressly agree that you have attorned to the jurisdiction of the Courts of Nova Scotia for the purpose of resolving any such dispute, claim, complaint, or action. The Website is intended for use only in jurisdictions where it may lawfully be offered for use.

## ENTIRE TERMS

Our failure to exercise or enforce any right or provision of these terms shall not operate as a waiver of such right or provision. If any provision of these terms is held to be invalid or unenforceable, the other provisions of these terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so

that it is valid and enforceable to the maximum extent permitted by law. These terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Version 1.0 - Effective as of August 28, 2021.