



GENERAL TERMS OF USE

Nicoya Wellness and Solidarity Cooperative



AUGUST 14, 2024
ADRESSE DE LA COOP
direction@nicoyacoop.com

General Terms of Use governing Nicoya Wellness and Solidarity Cooperative

Website type: Community networking and support

The website operated by **Nicoya Wellness and Solidarity Cooperative** (hereinafter “**Nicoya**”) facilitates a connection between customers and certified healthcare members in the complementary healthcare disciplines. Customers can view free content, create profiles, conduct searches and book appointments. This use is subject to the *General Terms of Use* and to compliance with our *Code of Ethics*. This includes respectful communication, providing truthful information and following the law. Customers and members will have the opportunity to report any lack of respect by either of them to notify **Nicoya**. We will keep a record of dishonorable behavior. **Nicoya** then reserves the right to remove all access to the website of those who violate our *Code of Ethics*. In addition, post-appointment evaluations give customers and members the opportunity to evaluate others as well as **Nicoya**. These evaluations are necessary so that we can continually improve our quality. These evaluations remain anonymous and confidential. Only qualitative results will be made public. Indeed, we also want to work with members who may have lower valuations. We want to avoid any form of competition. Members will be able to rate customers qualitatively to indicate whether they are a “**good customer**” who respects the *Code of Ethics*. By accessing the **Nicoya** site, you affirm that you have accepted, always understood and read the following *General Terms of Use*. Any comments, complaints, concerns or questions regarding this document may be made to the following address: direction@nicoyacoop.com. Please review the following guidelines for a smooth experience. Your continued use of the **Nicoya Wellness and Solidarity Cooperative** website constitutes your acceptance of these terms. Please stop using the website immediately in case of disagreement. Thank you for using our site.

Accounts

By creating an account, you agree to the following:

1. **Nicoya** reserves the right, at any time, to block, modify, delete or suspend any account if it is used illegally, if you violate our *Code of Ethics*, our *Privacy Policy*, the *General Terms of Use* or our Cooperative's bylaws.
2. Any personal information you provide to us through your account will remain current, accurate and true, or you will update it.
3. You are the only individual who is responsible for the confidentiality and security of your account, including any sensitive information communicated or attached to your account, including integrated messaging system and your password.

Divisibility

If, at any time, any statements contained herein appear to be inconsistent with or invalid under applicable law, such statements shall be deemed null and void and shall be removed from this document. The other statements shall remain in force, as shall the remainder of this document. This also applies to **Nicoya's** various documents.

Indemnity

As a user, you hereby indemnify **Nicoya** from and against all costs, damages, causes of action, expenses and liabilities arising out of your use of our website. This also applies to any failure to comply with any of the provisions set forth in this document. You agree to use the website in accordance with applicable laws. Any use that does not comply with applicable laws and that does not comply with the uses clearly indicated on this site will result in the possibility of criminal sanctions in the case of activities prohibited by law and the blocking of your user account.

Limitation of liability

Nicoya and its employees make every effort to ensure maximum security and optimal operation of our website. Any problems arising from improper use of this website remain the responsibility of the user. This website may contain links to third-party sites, the content of which is the responsibility of those third-party sites. Any damage resulting from the use of our website is your responsibility.

We wish to emphasize that **Nicoya** acts solely as a website that facilitates contact between users. We accept no responsibility for the services offered by our members. The relationships established between users are the exclusive responsibility of the parties concerned and are of a private nature. We encourage you to use your discretion when choosing a member.

Relevant laws

This document is subject to the laws and regulations of Canada and Quebec. Its purpose is to comply with the various necessary rules. These rules take precedence in the event of any contradiction with this document.

Modifications

Nicoya reserves the right to change the *General Terms of Use* at any time to continue to comply with the law. This may be to require users to behave in the way we expect them to behave or to administer our website. Changes will apply as soon as they are published. You will be notified.

Intellectual property

All content displayed and made available on this website belongs to **Nicoya**. This includes, but is not limited to, audios, documents, images, downloadable files, logos, texts, videos and anything else that takes part in the composition of the **Nicoya** website. This includes the Free Content published by members which is visible in the section of the same name. In this way, **Nicoya** and the author of the published content retain all intellectual property rights. Members are aware that the content they publish is assigned in favor of **Nicoya** and all their rights related to intellectual property. They agree to waive any claim to their moral rights over works created or produced for **Nicoya**.

Billing information

When making a purchase for a consultation, you will be redirected to our partner **Stripe**. The amount you send will be pre-authorized. The transaction will only take place after the appointment has been made. All amounts are retained by **Nicoya** despite cancellation of your membership, except for members' shares, which remain fully refundable in accordance with Nicoya's regulations.

Age restrictions

Anyone can use this website. The minimum age for booking an appointment is 14. However, a parent or guardian may make an appointment for a minor under 14. By booking an appointment for a minor under the age of 14, you consent to the collection, disclosure and use of any personal information with respect to that minor. Users booking an appointment on our website affirm that they are at least 14 years old. Any misrepresentation of age is the legal responsibility of the user.