

Terms and Conditions

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BY ACCESSING, USING OR BROWSING THIS SITE OR ANY OF THE TABS, PAGES, OR WINDOWS IN THIS SITE, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT, AND THAT YOU UNDERSTAND AND INTEND THIS USER AGREEMENT TO BE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN YOU AND HEALTH VACATIONS INC. AND EQUALLY BINDING.

Description of Service

Health Vacations Inc. is the leading medical tourism service agent firm in and across Canada; Health Vacations specializes in the medical treatment, rest and recuperation packages for destinations outside the country of Canada. By this, we research and gather publicly available information and make this information available to you for your personal use in order to make a more informed and better educated choice about your medical treatment options outside the country of Canada.

Health Vacations inc. is NOT a Medical Referral Service

HEALTH VACATIONS INC. is not a medical referral service by any means and Health Vacations doesn't endorse, recommend, or approve any of the associated travel agencies or healthcare providers listed in the Site. We are not medical personnel and do not discuss or advise on any issues relating to medical treatment. We aid in the facilitation and accommodation and provide information about doctors outside of Canada; furthermore, we provide all of the required information about the medical professional's credentials in order to help you make a more well informed decision about your medical needs and treatment options. Also, we can recommend preferred and specific doctors for your desired medical treatment. We strongly encourage and advise you to discuss all relevant medical issues with your medical doctor(s) in Canada before making any decisions on medical treatment outside of Canada. Through our international medical tourism affiliates as well as our thorough and in-depth research we are able to provide relevant information about available medical treatment, rest and recuperation as well as packages in order to assist you in making an educated and well informed decision about your medical options.

You agree and assume all responsibility in connection with choosing any doctor for your desired procedure. We assume no responsibility or liability for any treatment or other services rendered by any doctor, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

Disclaimers

THIS SITE HAS BEEN DEVELOPED SOLELY FOR INFORMATIONAL PURPOSES. AS WE HAVE A STRONG INTENT TO PROVIDE THE MOST ACCURATE AND UP TO DATE INFORMATION AS POSSIBLE, PLEASE NOTE IT IS POSSIBLE THAT THE SITE MAY HOLD TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; FURTHERMORE THE SITE MAY BE UPDATED AND REVIEWED WITHOUT NOTICE, THIS MAY ARISE IN THE NEED FOR CHANGES AT OUR DISCRETION

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Limitations of Liability

YOU ARE IN AGREEMENT THAT NEITHER WE AND OUR INTERNATIONAL AFFILIATES ARE TO BE HELD ACCOUNTABLE OR LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON THIS SITE, AS WELL AS ALL SITE MATERIALS, OR SERVICES OBTAINED ON OR THROUGH THIS SITE. IN THE EVENT OF A CONFLICT WITH THIS SITE, ANY SITE MATERIALS, OR SERVICES OBTAINED ON OR THROUGH THIS SITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING SUCH ITEMS.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL HEALTH VACATIONS INC. OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS SITE, ANY SITE MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS SITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS SITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to defend, indemnify, and hold harmless HEALTH VACATION INC, our affiliates, and our and their respective directors, officers, members, employees, agents, representatives, attorneys, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) your use of this Site, any Site Materials, or services obtained on or through this Site, (ii) any arrangements you make based on information obtained on or through this Site, or (iii) any breach or obstruction of you of any of the Terms & Conditions.

Venue

You agree that this User Agreement is to be governed by and construed in accordance with the law of the province of Ontario. We agree that any legal action or proceeding under or with respect to this agreement may be brought in the courts of the province of Ontario or the courts of Canada having the appropriate jurisdiction. For the purpose of any such legal action or proceeding, you hereby submit to the jurisdiction of such courts. You hereby agree not to raise and waive any objection to or any defense based upon the venue of such courts and any objection or defense based upon an inconvenient form. You also agree not to bring any legal action or proceeding under or with respect to this agreement outside the province of Ontario, Canada unless, for some reason, the provincial courts of the and the federal courts having jurisdiction refuse or do not have jurisdiction in the associated matter.

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Privacy Policy

The information collected from our users is used only to facilitate the selection of desired destination and medical procedures. We do not sell or share your information to any third party at any time without your permission. The protection of our users' personal information is extremely important to us. Therefore, we have implemented a privacy policy detailing our personal information collection as well and associated use practices. Please refer to it for further details about how we collect and use personal information from users of this Site. Any changes to the Privacy Policy will be posted on this Site, and you should periodically consult the Site Terms and Conditions in order to keep up to date of any such changes.

Links to Other Sites

This Site contains numerous links to other sites on the World Wide Web in order to make the Site more informative and user-friendly. The links and associated sites are governed and maintained by third parties over whom we exercise no control. Accordingly, we expressly disclaim any responsibility for the content of these other sites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available and/or advertised on or through these other sites.

Payment Terms

All participants will be required to make payment through certified or personal check in order to confirm all bookings. Four weeks prior to departure, a 20% deposit of the total procedure price will be required to reserve booking.

Cancellation & Changes

Because of the special nature of the medical tourism packages featured in this Site, associated agencies may impose variable cancellation fees that are beyond our control. You agree that HEALTH VACATIONS has no control over such fees and cannot consider making any exceptions or revising applicable cancellation charges.

Airfares are subject to different rules and cancellation fees; some may be non-refundable. To protect against cancellation charges, we strongly encourage purchasing Cancellation Protection and Travel Interruption Insurance.

Travel Documents

All participants are required to be in possession of a valid passport during time of travel. Depending on length of visit, a Visa may also be required for some or all of the countries visited. Please check your visa requirements at the time of booking. HEALTH VACATIONS will provide visa information as needed.

Prices, Rates, and Fares

Unless otherwise indicated all prices rates shown are in Canadian funds and are on a per person basis. These prices are in effect for 2007 and are subject to change at any time prior to departure as deemed necessary.

WITNESS:

Client

Health Vacations Inc.

Health Vacations Inc.

Date: