

Website Terms of Use

The NDEB® means the National Dental Examining Board of Canada™, as created by the Act to Incorporate the National Dental Examining Board of Canada™ (1952) 1 Elizabeth II Chapter 69 as amended by (1973) 21-22 Elizabeth II, Chapter 55.

These Website Terms of Use ("Terms of Use") govern your use of this website. By using this website, you accept these Terms of Use in full. If you disagree with these Terms of Use or any part of them, you must not use this website. Your continued use of this website constitutes your acceptance of the Terms of Use, as amended from time to time.

This website is provided by the NDEB®. The NDEB® reserves the right to modify, amend or otherwise update the Terms of Use at any time without notice. Please check this page regularly to ensure you are familiar with the current version.

Privacy

Please read the [NDEB® privacy statement](#) carefully so that you will understand how your personal information will be used. By using this website, you agree to the Terms of Use of the online privacy statement.

Intellectual property

All NDEB® content, including examination content, is the property of the NDEB®. Unauthorized use, disclosure, reproduction and publication of NDEB® content is against the law and is strictly prohibited.

Please see the NDEB® [Intellectual Property Statement](#) for more information on how the NDEB® protects and enforces its rights.

Links to ndeb-bned.ca

The NDEB® reserves the right to prohibit or refuse to accept any link to another website, and an external website provider must agree to remove any link to this website upon the request of the NDEB®. You may link to the main page or individual pages on this website, provided you respect and comply with the following:

1. Do not create or establish links that may lead others to believe that NDEB® content is your own, or that the NDEB® is endorsing or promoting your site when that is false;
2. You must comply with the Terms of Use.

Links to other sites

This website may contain links to other websites. Any such other websites are independent from this website. The NDEB® has no authority, control over the contents or operation of other websites, and as such makes no representation or warranty. Upon leaving this website, you may be subject to legal Terms of Use and privacy policies of the other website. The provision of a link to other websites is for your convenience and in no way constitutes an endorsement by the NDEB®.

Disclaimer

All content found on the NDEB® website is provided for information and education purposes only.

Limitation of liability

The NDEB® is not responsible in any manner for direct, indirect, special or consequential damages caused and/or arising from your use of this website. This disclaimer applies to any damages or injury caused by any failure of performance, error, omission, interruption, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of, information on this website.

No warranty

While the NDEB® makes every effort to keep the Content and this website current, the NDEB® provides the content and website on an “as is” basis and makes no representations, warranties or conditions, expressed or implied, that the site will be error-free or completely accurate at all times. The NDEB® expressly disclaims any warranties of any kind, whether expressed or implied that your use of this website will be uninterrupted, secure or error-free. At any time and without notice, the NDEB® may correct errors or inaccuracies and change, amend or update the content of the website. The NDEB® is not responsible whatsoever or in any manner for direct, indirect, special or consequential damages arising out of the use of this website.

Severability and enforceability

1. Terms of Use

- (i) If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- (ii) If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

2. Website Disclaimer

- (i) If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity and hold harmless

- 1. You hereby agree to indemnify the NDEB® and undertake to keep the NDEB® indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by the NDEB® to a third party in settlement of a claim, action or dispute incurred by the NDEB® arising out of any breach by you of any provision of these Terms of Use, or arising out of any claim that you have breached any provision of these Terms of Use; and
- 2. You further agree to save harmless and indemnify the NDEB® from and against any and all claims, charges, taxes, penalties or demands and interest thereon or costs incurred in relation to a claim, action or dispute incurred by the NDEB® arising out of any breach by you of any provision of these Terms of Use or arising out of any claim that you have breached any provision of these Terms of Use.

Breach of these Terms of Use

In addition to and without prejudice to the NDEB®'s other rights under these Terms of Use, if you breach these Terms of Use in any way or manner, the NDEB® may take such action as the NDEB® deems necessary to enforce and protect its legal rights including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that your access to the website be blocked and deny you the privilege of taking or repeating any further examinations administered by the NDEB®.

Entire agreement

These Terms of Use constitute the entire agreement between you and the NDEB® in relation to your use of the public parts of the website and supersede all previous agreements in respect of your use of this website. Additional Terms of Use apply to restricted parts of the website made available to Members and Examinees.

Law and jurisdiction

These Terms of Use will be governed by and construed in accordance with the laws of the Province of Ontario and of Canada without regard to conflict of law principles.

Language

It is agreed that the English version of these Terms of Use constitutes the official version, should there be any discrepancy between English and French versions.

*** End of document **