



**CANADIAN ACADEMY OF GERIATRIC PSYCHIATRY
GERIATRIC PSYCHIATRY ONLINE COURSE
WEBSITE TERMS OF SERVICE**

Purpose of this Website

Canadian Academy of Geriatric Psychiatry (“**CAGP**”) has created this Website (“**Website**”) in order to promote the study and practice of geriatric psychiatry in a safe and non-discriminatory environment. All users of this Website are expected to exercise courtesy and community spirit in their interactions with others via this Website so that users of every level of familiarity with geriatric psychiatry will find it both welcoming and useful.

Application

The following Terms and Conditions (“**Terms**”) are applicable to your use of this Website. The services provided via the Website (other than third party websites that may be accessible via the Website) are subject to these Terms and any policies that may be published by CAGP from time to time. The Terms and any applicable policies comprise the entire agreement between you and CAGP in relation to the Website and your use of it.

Acceptance of Terms

BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, YOU MUST DISCONTINUE YOUR USE OF THE WEBSITE.

AFTER READING THESE TERMS, TO EVIDENCE YOUR ACCEPTANCE OF THEM PLEASE SEND AN E-MAIL TO CAGP AT cagp@secretariatcentral.com WITH THE FOLLOWING: “**I AGREE TO THE CAGP GERIATRIC PSYCHIATRY ONLINE COURSE WEBSITE TERMS OF SERVICE**”.

IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL BE LOCKED OUT OF THE COURSE AND WILL BE UNABLE TO CONTINUE TO PARTICIPATE IN THE COURSE.

Philosophy of the Website

CAGP makes various services available on the Website including, but not limited to, the capability of posting questions for which responses may, in turn, be posted. Some of the responses may be from CAGP faculty members. Other responses may be from others who wish to learn from the Website. ALL RESPONSES, whether from faculty members or others, are considered to be non-authoritative, private views of private persons.

YOU THEREFORE AGREE AS FOLLOWS:

1. You will not regard any of the responses as medical advice for the benefit of any patient. In particular, no such response will be considered to be, or used as, a “second opinion” upon which anyone may rely in relation to the treatment of any patient. You will not rely, to your detriment or to the detriment of any patient or other person, upon any statement contained on the Website.
2. You must not post any personal information (including any personal health information) on

the Website, nor any information that would enable a third party with investigation, to learn the identity of any patient or any physician other than yourself.

3. You will not hold CAGP, its directors, officers, employees, agents or faculty members or any other person who posts a response to a question appearing on the Website or who posts a statement on the Website (collectively, “**Responders**”), responsible for any such responses or statements or for any errors made in relation to any patient arising from use of the Website.
4. You will indemnify and save harmless the Responders and each of them from all claims, suits, damages, costs and fees incurred by them or any of them arising from your breach of any of these Terms. You further agree to indemnify and hold CAGP, its directors, officers, employees, agents, sponsors and affiliates, harmless from any claim or demand, including reasonable legal fees and expenses, due to or arising out of your use of the Website, which causes direct or indirect damage or harm to a third party.

Registration

In order to access the services and information in this Website, you will require a separate username and password which can be obtained by completing an online registration form (“**Registration Data**”) and maintaining and updating your Registration Data as required.

You grant CAGP the right to disclose to third parties certain Registration Data about you, which disclosure is more fully described in and governed by the CAGP Website Privacy Policy. We ask that you please read our Privacy Policy because it contains the terms and conditions of our personal information handling practices. In addition, our Privacy Policy is incorporated into, and forms a part of, these Terms and you will therefore be subject to the provisions contained in our Privacy Policy.

YOU AGREE NOT TO HOLD CAGP LIABLE FOR ANY DAMAGE TO, ANY DELETION OF, OR ANY FAILURE TO STORE YOUR REGISTRATION DATA.

Grant of Limited License

By using the Website, you assign to CAGP all rights in and to any material you upload to the Website. You acknowledge that CAGP may be required to précis, edit, modify or compress or perform other physical or technical processing of your uploaded information due to technical limitations on the Website and CAGP policies. Without limiting the foregoing, CAGP reserves the right to edit questions and responses that are posted on the Website. Notwithstanding such editing, your indemnification of CAGP, above, will still apply. ***Security of Your Account***

You are solely responsible for maintaining the confidentiality of your username and password (“**Login Rights**”) that are used for access to the Website and for any and all online activities of anyone logging into the Website using your Login Rights. You agree to immediately notify CAGP of any unauthorized use of your Login Rights. YOU AGREE NOT TO SHARE YOUR USERNAME AND PASSWORD WITH ANYONE.

Your Conduct

- (a) Your use of the Website is subject to all applicable laws and regulations, including Netiquette.
- (b) You agree not to upload or otherwise transmit through the Website any unlawful, harassing, libelous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic, illegal or otherwise objectionable material of any kind or nature.
- (c) You further agree not to gain or attempt to gain unauthorized access to other computer systems via

the Website or to use the Website to gain unauthorized access to other CAGP computers.

- (d) You agree not to upload or otherwise transmit to or through the Website any material that: (i) infringes on any third party rights; or (ii) contains any virus or other harmful code that may change or disrupt the Website or any other user's equipment or software.
- (e) Your right to use the Website is personal to you. You agree not to resell or make any commercial use of the Website or transfer your rights herein. In particular, you must not use the Website to sell any product or service.
- (f) You must not use the Website as a source of names and addresses for the building of any database of personal information.
- (g) If you do learn any personal information (including personal health information) in the course of your use of the Website, you must not exploit or disclose such personal information for any reason or purpose,

Content

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Privacy Policy

For the CAGP Website Privacy Policy, please visit CAGP website at www.cagp.ca.

Termination of Your Login Rights

CAGP may terminate or suspend your Login Rights, and therefore your right to access and use the Website, for any of the following reasons: (i) your breach of these Terms;

(ii) termination of your relationship with CAGP; or (iii) general inability of CAGP to operate or maintain the Website. If termination or suspension of your Login Rights occurs by reason of your breach of these Terms, you shall have no claim against the CAGP, its directors, officers, employees or agents, by reason of such termination or suspension. If termination or suspension of your Login Rights occurs without your default, then you shall be entitled to a pro-rata refund of any fee or incremental fee you paid for access to the Website.

Access to Third Party Websites

CAGP is not responsible for the content of any third party website which you access through the Website. If you decide to access any such third party website, you do so entirely at your own risk.

Modifications to Terms and Privacy Policy

CAGP reserves the right to change the Terms and Privacy Policy from time to time. Such changes, modifications, additions or deletions shall be effective immediately. You will not be entitled to prior notification of any such change, modification, addition or deletion, but they will be brought to your attention when you log into the Website and you will have an opportunity to accept them or, alternatively, to reject them and lose your privilege of access to the Website. Your continued use of the Website after such changes, modifications, additions or deletions will constitute your: (a) acknowledgement of the modified Terms and Privacy Policy; and (b) agreement to abide and be bound by the modified Terms and Privacy Policy.

Modifications to Website and Services

CAGP reserves the sole right to either modify or discontinue the Website, including any features therein at any time with or without notice to you. CAGP shall not be liable to you or any third party should CAGP exercise such right.

Termination

Either you or CAGP may terminate your relationship with the Website with or without cause at any time. You agree that CAGP may, in its sole discretion, terminate or suspend your access to all or part of the Website for any reason, including, without limitation, breach of the Terms. If CAGP reasonably suspects fraudulent, abusive or illegal activity, it will terminate your relationship with CAGP and CAGP may refer such suspicions to appropriate law enforcement authorities.

Should you object to the Terms or Privacy Policy or any subsequent modifications thereto or become dissatisfied with the Website in any way, your only recourse is to immediately: (a) discontinue use of the Website; and (b) notify CAGP of your termination.

CAGP shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAGP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM UPLOADING AND/OR DOWNLOADING SUCH MATERIAL AND/OR DATA. CAGP MAKES NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE WEBSITE.

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CAGP SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE WEBSITE INCLUDING ANY DAMAGE THAT RESULTS FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF CAGP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THIRD PARTY DAMAGES FOR BREACH OF CONTRACT, NEGLIGENCE, BREACH OF PRIVACY, BREACH OF LEGISLATION OR OTHER CAUSE OF ANY DESCRIPTION WHATSOEVER.

General

The Terms shall be governed by and construed in accordance with the laws of the province of Ontario and you agree to submit to the exclusive jurisdiction of the courts of the City of Toronto, Canada.

If any provision of the Terms or the Privacy Policy is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of CAGP, with the other provisions remaining in full force and effect. CAGP's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless agreed to by CAGP in writing.

You agree that any cause of action arising out of or related to your use of the Website must commence within one (1) year after the cause of action arose.

The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.

These Terms are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign or transfer your rights or obligations hereunder or otherwise without CAGP's prior written consent.