

CAMH STOP Portal - Terms of Use

Effective Date: [Insert original effective date of Terms; to be updated as new versions issued]

1. Acceptance

It is important that you read all the following terms and conditions carefully. This Terms of Use Agreement ("Agreement") is a legal agreement between you and the Centre for Addiction and Mental Health ("CAMH"), which is owner and operator of the STOP Portal (the "Portal").

The Portal allows you to, among other things, enroll in a Program (as defined below) and access features of the Program (e.g. fill out questionnaires, share your information with others if part of your Program, access other informational tools and resources, etc.).

By accessing and using the Portal, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Portal. CAMH reserves the right to revise this Agreement at any time without notice. Please check the Portal regularly for any changes to this Agreement. If you continue to use the Portal after such changes to this Agreement are posted, you will be deemed to have accepted the changes.

2. Portal Account

Depending on the type of program, initiative or activity ("Program") you have agreed to participate in, you may need to create an account to access certain features and functions of the Portal ("Account").

If you are required to create an Account, you agree to use your Account in accordance with the terms set out in this Agreement and any other relevant policies or procedures which CAMH develops in connection with the Portal which are made available to users from time to time. Features and functions of the Portal and CAMH's policies and procedures for information handling may change without notice and it is your responsibility to ensure that you understand how to use the Portal in accordance with these policies and procedures.

Your Account will be password protected and only you will have access to the Portal using that account. Your Account consists of an online user name ("User Name") and a password ("Password").

You are responsible for maintaining the confidentiality of the Password you use in association with your Account and are responsible for all activities that occur under your User Name and Password, including use of your User Name and Password by a third party, which is not permitted. You agree to notify CAMH immediately at stop.support@camh.ca of any unauthorized use of your User Name and/or Password or any other breach of security. To help ensure the security of your Password or Account, please follow the Portal instructions provided to you for creating a strong password, and sign out of your Account at the end of each session. CAMH will not be liable for any loss or damage arising from CAMH's failure or your failure to protect your User Name or Password from loss or inappropriate use.

3. Termination of Access and Modifications

CAMH reserves the right at any time, and from time to time, to modify or terminate, temporarily or permanently, the Portal (or any part or function thereof) with or without notice to you. CAMH shall have no liability to you or any third party for any such modifications, suspensions or discontinuance of the Portal or any part thereof.

For clarity, CAMH reserves the right, in its discretion, to suspend or terminate your access to the Portal and/or your Account at any time if it is determined that there are clinical or other reasons why access to the Portal and/or your Account is not appropriate. If your access to the Portal and/or your Account is suspended or terminated, any information provided up to that point will remain available to CAMH as described in this Agreement and any Program privacy statement/consent form you may have agreed to in connection with your participation in a Program.

Should you withdraw from the Program, and had created an Account, you can continue to access your Account to interact with the participant dashboard but you will not be able to submit any additional information as part of the given Program. Any continued use of the Portal by you will still be subject to the terms and conditions set out in this Agreement.

4. The Portal Content Is Not a Substitute for Medical Advice

The information and content (including any text, photos, images, graphics, video, audio, data, guidelines, educational courses, materials and any other resources and documents provided through the Portal, "Content") of the Portal are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the immediate or timely advice of your physician or other qualified health care provider with any questions you may have regarding a medical condition. You should never disregard professional medical advice or delay in seeking it because of something you have read or seen on the Portal.

Always seek the advice of a physician, or other qualified health care provider properly licensed to practice medicine or general health care, concerning any questions you may have regarding any information obtained from the Portal and any medical conditions you believe may be relevant to you or to someone else. Always consult with your physician or other qualified health care provider before embarking on a new treatment, diet or fitness program. You should not act or abstain from acting based on any information provided on the Portal.

5. Limitations of the Portal as a Communications Tool

Do not use the Portal to communicate or treat medical emergencies. If you have a medical emergency, call a physician, qualified health care provider or 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Portal.

The Portal does not create physician-patient relationships. The presentation of information on the Portal does not establish any physician-patient relationships between you and CAMH (or any of its physicians

or other qualified health care providers,) and is not intended as a solicitation of individuals to become patients or clients of CAMH.

The Portal does not endorse nor have any responsibility for content or providers of third party links. Neither CAMH nor its physicians, employees or other representatives and/or any one of its participating partners have any responsibility or liability for or recommend or endorse any information or brand of products or services that may be available on the Portal through such content or links. In addition, CAMH prohibits any link to the Portal at any time made without the consent of CAMH and may remove a link without notice. Upon the request of CAMH you agree to remove any link to the Portal you may have acquired or stored.

6. Privacy of Personal Information/Personal Health Information

CAMH's collection, use and disclosure of any personally identifying information provided through use of the Portal is governed by the terms of the Privacy Policy of CAMH (available at <https://www.camh.ca/en/your-care/your-rights/legal-rights-and-privacy-protection-of-health-info-and-access-to-records>) and any Program privacy statement/consent form you may agree to in connection with your participation in a Program.

7. Limitation of liability

In no event shall CAMH and its physicians, other qualified health care providers, officers, trustees, employees, agents, licensors, and their respective successors and assigns be liable for any damages of any kind, including without limitation, any direct, special, indirect, punitive, incidental or consequential damages (and including without limitation any loss or damages in the nature of or relating to medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment) or any other loss incurred in connection with your use, misuse or reliance upon the Portal or the Content, or your inability to use the Portal, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if CAMH knew of or ought to have known of the possibility of such damages.

8. Indemnity

By accessing the Portal, you agree to indemnify, defend and hold harmless CAMH, its physicians, other qualified health care providers, officers, trustees, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Agreement, or (ii) your access to, use, misuse, reliance upon or inability to access or use the Portal or the Content.

9. Intellectual Property

The Content, other than directly identifying personal information and personal health information (such as your name) which is owned by you, is protected by intellectual property laws, including copyright law, and is owned by CAMH, or the party accredited as the author or owner of the Content. Except as

granted in the limited licenses herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Portal or of its Content, whether in whole or in part, is prohibited without the express prior written consent of CAMH. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall govern.

CAMH retains all rights not expressly set forth in this Agreement and ownership of all proprietary and Intellectual Property rights in the Portal and its underlying technology, including, but not limited to, all trade marks, logos, slogans, official marks, service marks and all copyrighted material contained on, incorporated in or otherwise associated with the Portal. You agree not to use, distribute, deface, remove, change or obscure any copyright, trade mark, service mark or other proprietary rights notices on, incorporated in or otherwise associated with the Portal and its Content or modify any of CAMH's marks in any way. The overall look and feel of the Portal and its Content, including the graphics, design, organization, presentation, layout, user interface, navigation and stylistic convention, may not be copied, imitated or used, in whole or in part, without the express prior written consent of CAMH. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software or other Content associated with the Portal. CAMH, the Centre for Addiction and Mental Health, STOP, the Smoking Treatment for Ontario Patients, and the Smoking Treatment Optimization Program are trademarks and/or official marks of CAMH. "Intellectual Property rights" means any patent, trademark, slogan, logo, service mark, official mark, copyright, moral rights, right in a design, know how and any other intellectual or industrial rights located anywhere in the world, whether registered or unregistered. Title to all Intellectual Property rights in the Portal, including its underlying technology and its Content, remains the property of CAMH or the party otherwise accredited as the author or owner.

10. Rules governing use of the Portal

In using the Portal, you agree (i) to provide, true, accurate, current and complete information about yourself; and (ii) to maintain and promptly update the information about yourself to ensure it remains true, accurate, current and complete. If CAMH has reasonable grounds to suspect that such information about yourself is untrue, inaccurate, not current or incomplete, CAMH has the right to terminate your Account (if applicable) and your access to all or part of the Portal.

As a condition of your use of the Portal, you agree to support CAMH's goals of civility and privacy. Any communication through the Portal must be appropriate and any postings or messages which are or contain the following may lead to termination of your Account by CAMH, in its sole discretion:

- Crude, profane or salacious language
- Remarks which are discriminatory on any basis, including physical or mental disability, race, creed, colour, sex, country of origin
- Direct or implied threats of violence
- Remarks which are threatening, abusive or insulting to others
- Remarks which are harassing, hateful or disrespectful
- Remarks which are obscene or offensive
- Remarks which does not reflect the purpose of the Portal

- Information which discloses the identity or personal information (including personal health information) of any other person [without their express consent]
- Might cause harm to someone's computer or communication system

The communication of objectionable material may be grounds for revocation of your access to the Portal and may result in termination of your participation in your Program.

11. General Legal Terms and Conditions

Governing law and jurisdiction. The Portal is operated by CAMH from its offices within the Province of Ontario, Canada. You agree that all matters relating to this Agreement, or your access or use of the Portal and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access and use of the Portal and the Content as well as any dispute that may arise therefrom.

Waiver. Any consent by CAMH to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of the Agreement.

Notice. Questions or comments regarding the Portal should be directed to stop.support@camh.ca.