

Registrant Terms of Use

The Personal Support Worker (“PSW”) Registry of Ontario (“Registry”) Registrant Website Terms of Use Agreement (“Agreement”) sets out your responsibilities while using the Registry’s website. Please read the information below carefully. You must agree to the terms and conditions below to participate in the Registry. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, YOU MAY NOT PARTICIPATE IN THE REGISTRY.** If you have any questions about this Agreement, please contact the Registry by email at inquiries@psw-on.ca or by telephone at 416-596-3100 or 1-855-644-7796.

Terms of Use

Introduction

The PSW Registry (“Registry,”) provides this web site, which includes (www.psw-on.ca), all site-related services, and authorized mobile device applications (collectively, the “Site”). This Agreement governs Site visitors’ and/or participants’ (“you”) use of the Site. You must carefully read and understand the terms and conditions of this Agreement. By using the Site, you agree to be bound by this Agreement. If you do not agree, you may not participate in the Registry or use the Site. Please also read the Registry’s [Privacy Policy](#).

Changes

THE REGISTRY MAY AT ANY TIME AND WITH IMMEDIATE EFFECT:

- change the terms and conditions of this Agreement; and/or
- change the Site, including eliminating or discontinuing any content on or feature of the Site.

If you continue to use the Site after any change, you will be deemed to have accepted the change. You must periodically review this Agreement to ensure familiarity with the most current terms and conditions.

Application Form and Related Materials

Application forms and other information and materials provided through the Site, including any data, text, graphics, images, audio and video clips, logos, icons and links (collectively, the “Materials”), are intended to educate and inform you about the Registry and the Site. Unless otherwise specified on the Site, you may download the forms accessible through the Site. You must retain all copyright and other proprietary notices on downloaded and copied Materials. The Materials remain the property of the Registry or its licensors or suppliers. You may not download, copy or use any of the Materials except as expressly authorized. You may not distribute, modify, transmit or publicly display the Materials except as permitted in writing by the Registry.

Protecting your Login

As part of the registration process, you will be assigned a username and password. You will be responsible for maintaining the confidentiality of your username and password. You must not share, transfer or sell your use of or access to the Site to anyone. If you believe that your account with the

Registry is no longer secure, you must promptly change your password by visiting LINK and notify the Registry of the problem by email, fax or mail to the address below. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING APPLICATIONS, APPEALS or OTHER INFORMATION) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

Appropriate Use of Site

While using the Site or Materials, you must not:

- Restrict or inhibit any other visitor from using the Site;
- "Hack" or deface the Site;
- Use the Site or Materials for any unlawful or unethical purpose;
- Express or imply that any statements you make are endorsed by the Registry;
- Transmit: (a) any content that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes the Registry's or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication;
- Engage in "spamming" or "flooding";
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any part of the Site or Materials;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or Materials;
- "Frame" or "mirror" any part of the Site;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; or
- Harvest or collect information about Site visitors without their express consent.

While using the Site or Materials, you must comply with all applicable laws and regulations.

Third-Party Links

The Site may contain links to other Internet web sites, including affiliated web sites which may or may not be owned or operated by the Registry. The Registry has not reviewed all of the web sites that are or may be linked to the Site, and the Registry has no control over such sites. Unless otherwise explicitly stated, the Registry is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that the Registry offers such links does not indicate any approval or endorsement of any material contained on any linked site. The Registry is providing these links to you only as a convenience. The Registry strongly encourages you to become

familiar with the terms of use and practices of any linked site. It is up to you to take precautions to ensure that whatever links you select (whether from the Site or other sites) are free of such items as viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

Release and Indemnity of Registry

You agree to indemnify and hold the Registry and its agents, officers, directors, employees, subcontractors, successors, assigns, and affiliates (collectively, "**Affiliated Parties**") harmless from any liability, damages, loss, cost, claim, action, cause of action and expense, including reasonable legal fees, related to your breach of this Agreement or your use, review or reproduction of the Site. You also agree to release the Affiliated Parties from the foregoing.

Intellectual Property

The materials located on the Site are protected by copyright, trademark and other forms or proprietary rights and are owned or controlled by the Registry or another party credited as the provider of that information. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable Canadian intellectual property and other laws. The Registry authorizes you to view or download a single copy of the contents, but not any logo or other visual representation on the Site, solely for your personal, non-commercial use if you include the following copyright notice: 'Copyright ©REGISTRY. All rights reserved.' Any other use of the Material is strictly prohibited without our prior written permission and the permission of applicable rights holder(s). If you violate any term of this Agreement, your permission to use the content automatically terminates and you must immediately destroy any copies you have made of any portion of the content. In order to obtain written permission please contact:

The Personal Support Worker Registry of Ontario

222 St. Patrick Street
Toronto, ON, M5T 1B4
T: 416-596-3100 or 1-855-644-7796
ATTN: Project Director

Termination of Agreement

This Agreement shall remain effective until terminated in accordance with its terms. The Registry may immediately terminate your use of, and/or your access to, the Site or any portion thereof, at any time if you breach this Agreement. Upon termination, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies made.

Disclaimers

THE SITE, THE MATERIALS ON THE SITE, AND ANY SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE REGISTRY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, NOVATEES, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,

ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE REGISTRY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, NOVATEES, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE ON IT. NO OPINION, ADVICE OR STATEMENT OF THE REGISTRY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, NOVATEES, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

The Site or Materials could include inaccuracies or errors, or information or materials that violate these terms of use. A possibility exists that unauthorized alterations could be made by third parties to the Site or Materials. Although the Registry attempts to ensure the integrity of the Site, the Registry makes no guarantees as to the Site's completeness or correctness. If a situation arises where the Site's completeness or correctness is in question, please contact the Registry with, if possible, a description of the material to be checked and the location (URL) where the material can be found on the Site, as well as information sufficient to enable the Registry to contact you. The Registry will try to address your concerns as soon as reasonably practicable.

Limitation of Liability

NEITHER THE REGISTRY NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, NOVATEES, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF ANY MEMBER, APPLICANT, EMPLOYER, NOR THE USE OR MISUSE BY ANY APPLICANT, REGISTRANT OR EMPLOYER OF ANY PERSONAL INFORMATION COLLECTED ON-LINE AND ACCESSED BY ANY APPLICANT, REGISTRANT OR EMPLOYER, NOR FOR ANY DELAY, REJECTION OR OTHER OUTCOME RESULTING FROM THE APPLICATION PROCESS TO THE REGISTRY, NOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS OR LINKED SITE.

Contact Information

Document Number: 901
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The Site is provided through a service provider. If you have any questions, comments or complaints about this Agreement or the Site, feel free to contact the Registry at:

The Personal Support Worker Registry of Ontario

222 St. Patrick St.

Toronto, ON, M5T 1B4

T: 416-596-3100 or 1-855-644-7796

E: inquiries@psw-on.ca

Severability

If any provision of this Agreement is found to be void or unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Jurisdiction

This Agreement is governed by and to be construed in accordance with the laws of Ontario without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of Ontario, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

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