Web Site Terms of Use

Introduction

This Web Site, www.psw-on.ca (the “Web Site”) is provided to you by The Personal Support Worker (PSW) Registry of Ontario (“Registry”), subject to your acceptance of the terms and conditions contained herein.

Acceptance

These Terms and Conditions explain the terms and conditions under which you may use the Web Site. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS YOUR USE OF THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS THERETO. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS PLEASE IMMEDIATELY DISCONTINUE USE OF THE WEB SITE.

Disclaimer

You agree that your use of this Web Site (including downloading material) is at your sole risk. All materials and information published on or otherwise accessible through this Web Site, which may include, without limitation, text, images, graphics, audio clips and software (the “Material”) are provided on an “as is” and “as available” basis. The Registry does not warrant or make any representations concerning the completeness, timeliness, suitability or accuracy of any of the Material displayed on or accessible through this Web Site, or that access to this Web Site will be uninterrupted, timely, secure, or error free. In no event shall the Registry be liable for any damages of any kind related to the use or misuse of the Material. The Registry disclaims and negates all warranties and conditions, whether expressed or implied, in respect of the Material including, without limitation, implied warranties and conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other rights.

Limitation of Liability

IN NO EVENT WILL THE REGISTRY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS WEB SITE OR ANY MATERIAL AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INABILITY TO REGISTER FOR A COURSE OF STUDY,
LOSS OF USE, BUSINESS INTERRUPTION, PERSONAL INJURY, DEATH, LOSS OF DATA OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITE OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO IMMEDIATELY DISCONTINUE USING THE WEB SITE.

Indemnification

You agree to indemnify and hold the Registry and its governors, officers, employees, contractors and agents harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Web Site or your breach of these Terms and Conditions.

Copyright

© 2017. The Personal Support Worker Registry of Ontario. All rights reserved. The Material of this Web Site is protected by Canadian and other national and international copyright, trademark and other laws. All Material is owned or controlled by the Registry. The copying, reproduction, redistribution or publication of any part of this Web Site and/or the Material is prohibited, unless expressly authorized in writing by The Registry. Use of the Material for any purpose other than as expressly permitted by the terms and conditions set out on this Web Site or by the owner of the Material is prohibited, and may result in civil and/or criminal penalties. You agree to abide by all additional copyright notices and restrictions contained in any Material and in any other content accessed through this Web Site. You acknowledge that you do not acquire any ownership rights by downloading Material from this Web Site.

Trademarks

The trademarks, logos, names and icons identifying the Registry’s and/or any third party products and/or services (collectively the “Trademarks”) displayed on this Web Site, are registered and unregistered Trademarks of The Registry and others. Nothing contained on this Web Site should be construed as granting any licence or right to use any Trademarks displayed on this Web Site, without the written permission of the Registry or other owner. Your use of the Trademarks is prohibited. You are advised that The Registry will enforce its intellectual property rights to the fullest extent of the law, which may result in civil and/or criminal penalties.
Use of this Site

While visiting this Web Site you may not: (A) post, upload, publish, reproduce or otherwise distribute information or other material (i) constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or (ii) which is protected by copyright, or other intellectual property right, without obtaining permission of the copyright owner or right holder; or (B) otherwise use this Web Site in a manner which is contrary to law including, without limitation, the posting or transmitting of any information or software which contains a virus or other harmful or disruptive component.

While using the Web Site, you must treat all identification codes, passwords and other security information as confidential. If the Registry has reasonable suspicion to believe that you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

Privacy Policy

The Registry adheres to its Privacy Policy in its collection, use and disclosure of personal information. Your use of this Web Site is agreement that you have read and agreed to the terms of the aforementioned Privacy Policy.

Links

The Web Site may contain links to third-party websites. The Registry has no control over such third-party websites. The Registry makes no representations or endorsements whatsoever about any such linked sites or with respect to any product and/or service available on any such linked site. It is your responsibility to take necessary precautions to ensure that any material obtained by you from any such linked site is free of items such as viruses and other items of a destructive nature. Use of any such linked site and/or any information obtained therefrom is at your own risk.

Revisions

The Registry reserves the sole right to either modify or discontinue this Web Site including any features therein at any time with or without notice to you. The Registry shall not be liable to you or to any third party should the Registry exercise such right.
The Registry reserves the right to amend these Terms and Conditions at any time by posting the amended terms on the Web Site, which posting shall constitute notice to you. All amended terms shall be effective immediately upon such notice. Your continued use of the Web Site after such modifications will constitute your: (a) acknowledgement of the modified Terms and Conditions; and (b) agreement to abide and be bound by the modified Terms and Conditions.

Termination

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with this Web Site, your only recourse is to immediately terminate your use of this Web Site.

Miscellaneous

These Terms and Conditions, which may be modified from time to time, including any documents referenced herein and any other applicable terms and conditions contained on this Web Site constitute the entire agreement between the Registry and you pertaining to your use of this Web Site. The Registry’s failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision hereof.

These Terms and Conditions shall bind and endure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without the Registry’s prior written consent.

You agree to comply with all applicable laws and regulations in your use of this Web Site. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to any conflicts of law provisions).

The section headings used herein are for convenience of reference only and have no legal or contractual significance.

The Registry has no obligation to monitor this Web Site. However, you agree that the Registry has the right to monitor this Web Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate this Web Site properly, or to protect itself.
Contact Information

If you have any issues and/or questions with these Terms and Conditions or any rule, policy, guideline or practice which the Registry uses to operate this Web Site, please contact the Registry by email at inquiries@psw-on.ca or by telephone at 416-596-3100 or 1-855-644-7796.