**Partnership4BetterHealth**

**Terms of Use**

Welcome to the Partnership4BetterHealth! (the “**Partnership**”).

The Partnership is a patient and family member advisory panel (“**Panel**”) formed by the Ontario Chiropractic Association ("**OCA**," "we," "us," "our") using this online virtual community platform (the “Platform”). The Partnership consists of members of the general public from across Ontario invited by OCA to participate and who are (a) active or former chiropractic patients; (b) family members and support personnel of chiropractic patients; and (c) those who are not chiropractic patients.

The goal of the Partnership is to enable OCA to engage with the Panel through surveys and virtual focus groups (“**Focus Groups**”) on an ongoing basis, with the purpose of gathering continuous insight and data on the direct and indirect experiences of Ontario chiropractic patients and members of the public who do not use chiropractic services. Such insights and data will help to inform the work of OCA and allow OCA to respond to the changing needs of Ontarians and provide value-added services to the chiropractic community and beyond (the “Purposes”).

OCA is hopeful that you (“you” or “your””) will carefully consider and indicate your acceptance of our invitation to participate in the Partnership for the Purposes on the terms and conditions that follow (“Terms of Use”) by clicking on the accept button on the bottom of this page and providing the personal information initially requested by OCA as part of the onboarding process as further described below.

If You do not wish to be bound by these Terms of Use, we regretfully cannot permit you to access or use the Platform but thank you for your consideration.

The Terms of Use are as follows:

1. **Mandatory Participation Questions**

Access to the Platform is restricted to members of the Partnership (“**Members**”). To be eligible for Membership, individuals are required to answer at least the established minimum number of recommended preliminary questions, including questions that require individuals to provide certain personal information (“**Mandatory Participation Questions**”).

If you do not wish to answer the Mandatory Participation Questions, we regretfully cannot make you a Member. While limiting participation is not our primary concern, in order to best meet our Purposes, we do require a minimum amount of personal information about Members. OCA respects your decision to decline and not become a Member should you so elect.

Further, OCA may seek to have an interview with You to confirm your involvement in the Partnership, and OCA reserves the right to retract your Membership based on that interview.

1. **Protection of your Information**

OCA will never disclose any information that identifies you as a Member to your health care providers nor share any personal information you provide through the Platform with any of your health care providers.

Rather than disclose information that identifies you, the Purposes are limited to removing identifiers from the information you provide and combining it with like information provided by other Members from which we removed identifiers to determine general trends for the purposes reasonably contemplated by these Terms of Use, including:

* Government advocacy;
* Professional development/enhancement; and
* Informed decision-making by OCA

In each of these areas, OCA’s collection of Members’ data and information will enable OCA to provide value-added services to Members and/or contribute to improved chiropractic outcomes in Ontario and beyond.

In furtherance of the Purposes, OCA may share the aggregated and statistical data derived from surveys and other operations of the Partnership (“**Analysis Results**”) with the following categories of entities:

* Canadian Federal and Provincial Government entities;
* College of Chiropractic of Ontario (Regulator);
* External provincial associations;
* Internal provincial association partners; and
* World Federation of Chiropractic

OCA’s relationship with the Members of the Partnership is of paramount importance.

If you do not wish to provide your consent to the use of your information in the manner described in these Terms of Use, then do not provide such information. You agree to only provide information that OCA may use or disclose as provided for in these Terms of Use. You may withdraw from the Partnership at any time, but information provided to the time of withdrawal may continue to be used in the manner provided in these Terms of Use.

Further particulars are described in our Privacy Policy found at {x}.

1. **Principal Rules**
2. Account Set-Up and Security

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, which means that you must not disclose it to any other person or entity. The Platform, including content or areas of the Platform is only available to registered Members after sign-in using their registered credentials. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.

**You may not allow anyone else to use your credentials to access your account.**

1. General Conduct

In order for us to ensure that the Partnership provides a safe, valuable experience for Members, we require you to follow these basic rules of conduct:

* Comply with applicable laws;
* Respect the rights of others, including privacy and intellectual property rights;
* Not post or transmit any information or software which contains a virus, worm, trojan horse, or other harmful component;
* Not upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Platform which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder.
* Do not abuse or harm others or yourself (or threaten or encourage such abuse or harm) – for example, by misleading, defrauding, defaming, bullying, harassing or stalking others; and
* Do not abuse, harm, interfere with, or disrupt the Platform.

1. **Focus Groups**

While using or accessing a Focus Group within the Platform you may not:

* Restrict or inhibit any other user from using and/or enjoying the Focus Group
* Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil litigation, or otherwise violate any law;
* Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Platform for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or

1. **Other Provisions**

These Terms of Use are governed by the laws of Ontario and any dispute would be addressed by a Court located within Toronto, Ontario as the exclusive forum for disputes. Ideally any dispute would be addressed through mediation agreeable to you and OCA prior to seeking recourse in a Court.

OCA is a not-for-profit entity which provides the Platform at no charge to you. OCA’s ability to provide the Platform is subject to its ability to limit its liability. You agree that OCA has no liability whatsoever for any damages you or anyone else may suffer as a result of using the Platform or otherwise as a result of your activities as a Member except where OCA has engaged in intentional malicious activities that have caused you such damages. In such case, OCA’s liability shall be limited to your actual direct damages not to exceed one thousand dollars.

You may terminate these Terms of Use on notice to the OCA at any time without repercussion. The OCA retains the right to terminate any member of the Partnership without cause and without notice. OCA will not be obligated to provide reason and can restrict the member’s application to rejoin.  Those provisions that ought to survive termination shall so survive termination including OCA’s obligations in respect of your personal information.