

## TERMS OF USE FOR OLTC A WEBSITES

**Please read the following carefully.**

IMPORTANT! These Terms of Use (“Terms”) govern your use and access of our main website: <https://www.oltca.com/>; our campaign website: <https://www.thisislongtermcare.ca/> and event websites: <https://thisisltc.com/> and <https://together-we-care.com/> (collectively, the “Sites”), which are owned, operated and provided by Ontario Long Term Care Home Association. (“OLTCA”, “we”, “our”, “us”). Please read these Terms carefully before using our Sites. Any person who wishes to use our Sites must accept these Terms without change. By using our Sites, you are indicating your acknowledgment and acceptance of these Terms and all related policies and guidelines of these Sites.

If you are accessing our Sites on behalf of a body corporate (which includes a company or other organization with legal personality wherever or however incorporated), a partnership, a trust, a joint venture or an incorporated association or organization, by accessing our Sites you represent and warrant that you are authorized to accept these terms on behalf of, and bind such body corporate.

Please note that other services provided by us and/or our affiliated companies may have different terms and conditions that apply to the use of those sites and services and we encourage you to carefully review those terms and conditions if you use those sites or services.

### **1. Modifications to Terms**

We may change these Terms or any other policies or guidelines governing our Sites at any time in our sole discretion. Any changes will be effective upon the posting of the revisions on our Sites. Your use of our Sites will be subject to the most current version of the Terms posted on our Sites at the time of such use. Your continued use of our Sites after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms regularly. If you do not agree to any changes to these Terms, please immediately discontinue your use of our Sites.

The information and material on our Sites, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of our Sites is restricted to users or unavailable at any time or for any period.

### **2. Restrictions on Use**

(a) Except as expressly provided for in these Terms, the OLTCA reserves all of its rights, title and interest in and to the Sites, including all intellectual property and other proprietary rights.

(b) You may not and may not authorize any other party to: (i) co-brand our Sites; (ii) frame our Sites or (iii) hyperlink to our Sites, without the express prior written permission of an authorized representative of the OLTCA. For purposes of these Terms, “co-branding” means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute our Sites or which may confuse a user as the nature of the relationship between us and any party. You will cease and desist causing any unauthorized co-branding and framing or hyperlinking upon notice from us and at all times you will cooperate with us following our discovery of any such illegal activity.

(c) The OLTCA may, at any time and without notice to you, suspend, disable, limit or terminate access or use of all or part of the Sites for any reason and without any liability to you whatsoever. While the OLTCA takes great care to ensure the Sites are accurate, errors and/or inaccuracies may occur. The OLTCA may change or update information on the Sites at any time without notice. We make no representations that the Sites are compatible with, or will function or operate with your device or equipment.

### **3. Username/Password:**

(a) You may only access the “Sign In” section of our main website (<https://www.oltca.com/>) by registering with OLTCA offline. On receipt of your registration credentials, you will be solely responsible for maintaining the confidentiality of any username, password, and similar information. You may not authorize others to use your

username, password, or similar information. You are solely responsible for all usage or activity on your account including, but not limited to who has access to any computer on which your account resides or is accessible.

(b) If you have reason to believe that your account is no longer secure (for example, following a loss, theft or unauthorized disclosure of your registration information), you must promptly notify us at [websupport@oltca.com](mailto:websupport@oltca.com). We will not be responsible for the unauthorized use of your profile by any other person and disclaim any and all liability that may be associated with such use.

(c) We have the right, in our sole discretion, to cancel your username and password without notice to you. right to cancel or suspend your registration credentials and to suspend, cancel or terminate your account, your use or your access to our Sites, as well as remove and delete any information or content related to our Sites (and terminate your use thereof), for any reason whatsoever and at any time in its sole discretion, without notice and without liability to you or any other person.

#### **4. Proprietary Content**

(a) The entire contents of our Sites, including without limitation, all names, images, information, videos, training materials, products, software, code, data, text, the Sites' "look and feel", logos, trade-marks, trade names, service marks, domain names, and the design, selection, arrangement and presentation of the Sites as a collective work and/or compilation (collectively, "**Content**") is protected under Canadian copyright, trade-mark, competition and other laws of Canada and other nations, and is owned by us or has been licensed to us. Except as expressly provided in these Terms, nothing contained in these Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade-mark, service mark, or any other intellectual property.

(b) We may, from time to time, provide you with information, documents, videos or other resources, electronically or written (collectively, "**Documentation**") owned by us or licensed to us which are protected under copyright, trade-mark, patent and other intellectual property rights. All content in the Documentation, including the collection, arrangement, and assembly of such content, is our exclusive property or licensed to us. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in anyway, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Documentation or content in the Documentation, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without our prior written consent. You must not permit, allow or do anything that would infringe or otherwise prejudice our proprietary rights or allow any third party to access the Documentation. The restrictions set out in these Terms do not apply to the limited extent the restrictions are prohibited by applicable law.

#### **5. Third Party Content**

(a) Our Sites may also contain information, products or materials (collectively, "**Third Party Content**") that are owned or provided by persons other than the OLTCA ("**Third Party Providers**"). We make no representations and warranties with respect to any such Third Party Content and do not undertake to conduct any independent investigation of Third Party Content. Inclusion of Third Party Content from Third Party Providers on our Sites do not mean, unless expressly stated otherwise, that we endorse, support or agree with such Third Party Content.

(b) You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.

(c) You must use your best efforts to stop any such copying or distribution immediately after you become aware of such use. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the Third Party Providers.

#### **6. Hyperlinks**

Our Sites may contain hyperlinks to other sites that may not be maintained by, or related to, the OLTCOA. Hyperlinks to such sites are provided solely as a convenience to you and do not imply any endorsement by the OLTCOA of, any affiliation with or endorsement by the owner of the linked site. We have no control over such third party sites. We are not responsible for the availability of such external sites and no endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to our Site. Use of such third party sites, including any information, material and services in these sites, is solely at your own risk. You also understand and agree that these Terms and are applicable only while you are using our Sites.

## **7. Use of our Sites**

(a) By using our Sites, you have the opportunity to engage in dialogue with representatives of the OLTCOA if you send us emails or contact us through our Sites. We welcome your questions, suggestions, ideas and other information (collectively "**Suggestions**") that you communicate to us so long as any such Suggestions or interaction is not obscene, illegal, threatening, defamatory, libellous, harmful, abusive, harassing, tortuous, homophobic, sexist, vulgar, obscene, hateful or racially, ethically or otherwise objectionable, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties.

(b) You are not obligated to provide us with Suggestions regarding our Sites. However, if you do provide us with Suggestions, then we retain all rights to any Suggestions that you may provide to us and you agree to grant us a non-exclusive, worldwide, royalty-free, irrevocable license to use your Suggestions in any commercial manner.

(c) You further agree that you must use our Sites for lawful purposes only and represent and warrant that you will not use our Sites to:

(i) e-mail, provide us with or otherwise transmit any Suggestions that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(ii) e-mail, provide us with or otherwise transmit any Suggestions that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;

(iii) remove any proprietary notices or labels, or any promotional or advertising material, from our Sites;

(iv) e-mail, transmit or send via the Internet any unsolicited or unauthorized advertising, branding, promotional materials, commercial solicitation, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(v) impersonate any person or entity or misrepresent your affiliation with any other person, OLTCOA or entity, including without limitation, using a false email address or misleading us as to your identity when you are on our Sites or otherwise communicating with us;

(vi) upload, e-mail, send via the Internet or otherwise transmit, any software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Sites' infrastructure or limits the functionality of any OLTCOA or third party computer hardware, software, networks, or hardware or telecommunications equipment;

(vii) interfere or attempt to interfere with or disrupt our Sites including but not limited to our servers or networks connected to our Sites including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" our Sites or disobeying any requirements, procedures, policies or regulations of networks connected to our Sites;

(viii) direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at our computer systems or otherwise, create unreasonable load upon any of our computer hardware, network, storage, input/output or electronic control devices;

- (ix) intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with our Sites;
- (x) modify, adapt, assign, copy, sublicense, translate, rent, sell, reverse engineer, decompile or disassemble any portion of our Sites;
- (xi) collect, use, disclose, store or distribute any other personal information of a third party without their express consent;
- (xii) transmit any information known by you to be false, inaccurate or misleading; or
- (xiii) transmit any information that is intimate, private or that you would not want the public to view or have access to.

## **8. Disclaimer of Warranties/Limitation of Liability**

(a) You understand that we will use commercially reasonable efforts to provide our Sites, Content and Documentation but we cannot and do not guarantee or promise any specific and intended results, including but not limited to financial or commercial, from the use of our Content or Documentation or from the use of our Sites. You also understand that our Sites, Content and Documentation is provided for your own convenience and is for informational purposes only. You acknowledge that any reliance on our Sites, Content and Documentation will be at your own risk and that you must evaluate and bear all risks associated therewith. You are solely responsible for any use of and results from using our Site, Content and Documentation. Your use of our Sites, Documentation, and Content is entirely at your own risk.

(b) We do not represent or warrant that files, videos or information available for access or downloading from the Internet, hyperlinked sites, our Sites or any files and emails from us will be free of viruses, worms, malware, Trojan horses or other code that may manifest contaminating or destructive properties. Your use of the internet is at your own risk and you are solely responsible for any damages to your computer systems or loss of data that results from any internet access or our Sites, Documentation or Content.

(c) Your use of our Sites, Content and Documentation is at your own risk. Our Sites, Content and Documentation are provided on an "as is" and "as available" basis without representations, warranties, guarantees or conditions of any kind, either express or implied. We expressly disclaim all representations, warranties, guarantees and conditions, including any implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement or those arising out a course of dealing, performance or usage of trade. We make no representations, warranties or conditions regarding the availability appropriateness, completeness, accuracy, or currency of our Sites, Content or Documentation. For greater clarity, we do not represent or warrant that: (i) our Sites, Content or Documentation does not and will not infringe, or be subject to any intellectual property claims, or a claim of infringing the trademark or other rights of another party; (ii) our Sites, Content or Documentation will be uninterrupted, functional, secure, reliable, accurate, complete, current, useful, suitable, secure or error-free; (iii) our Sites, Content or Documentation will be suitable, accurate, correct, reliable, complete, timely, error-free or will meet your requirements and expectations in any way; (iv) any defects in our Sites, Content or Documentation will be corrected; and (v) we have verified or endorsed any Third Party Content. Our Sites, Content and Documentation may include technical inaccuracies or typographical errors, and we may make changes or improvements to the Sites, Content and Documentation at any time.

(d) In no event shall the OLTC, its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors ("**Associated Persons**") be liable to you or any other person or entity for any direct, indirect, exemplary, special, incidental, consequential or punitive damages, including loss of income, loss of profits, loss of anticipated sales, loss of opportunities, business interruption, failure to realize unexpected savings or certain earnings, damage to property, claims of third parties, loss of goodwill, use, data or other intangible losses or other economic or personal loss arising from or in connection with: (i) your use of or reliance on any information provided by us on our Sites or stated in our Content and Documentation; (ii) your use of or inability to use our Sites, Content and Documentation; (iii) your violations of trademark infringement or other intellectual property rights; (iv) any failure of performance of our Sites, Content or Documentation, whether related to error, omission, interruption, defect, delay in operation or transmission, computer viruses or line failure; (v) any third party content or hyperlinked Sites; or (vi) any other matters relating to our Sites, Content and Documentation, whether based in

contract, negligence, strict liability, fundamental breach, failure of essential purpose or otherwise, whether or not we had any knowledge, actual or constructive, that you might incur such damages. The limitations on the OLTCAs liability or the liability of Associated Persons to you in this section shall apply whether or not the OLTCAs or such Associated Persons have been advised or should have been aware of the possibility of any such losses arising.

(e) We expressly disclaim any and all such above representations, warranties and conditions to the fullest extent permissible under applicable law. Certain jurisdictions do not allow limitations on implied warranties or conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you and you may have additional rights.

## 9. Legal Disclaimer, Warranty and Liability of Resources

(a) The OLTCAs makes available Documentation and materials (the "**Resources**") on our Sites. All Resources are for general informational purposes only and are current as of their original date of publication. The Resources of our do not, and are not intended to, constitute legal advice regarding compliance with any applicable legislation, including public health laws and protocols related to Covid-19. **[ NTD: You can keep this in for as long as necessary]** No person should act or refrain from acting on the basis of the Resources of our Sites without first seeking legal advice and are advised to seek professional assistance if they are concerned about a specific legal issue.

(b) Our Sites include Resources provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the OLTCAs, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the OLTCAs. OLTCAs and its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

(c) All Resources of our Sites are provided in good faith; however, OLTCAs and its members make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any of the Resources of our Sites. We bring this to your attention particularly in light of the ongoing Covid-19 pandemic in Ontario. As the case counts fluctuate, and vaccinations begin to take place, public health protocols and legislation are fluid and evolving. It is crucial that each long-term care home operator ("**Operator**") is apprised of these developments, and takes all necessary steps to comply. Further, all Operators should be aware of the changing insurance landscape in the sector, and should consult their legal and insurance experts in order to minimize exposure.

(d) Under no circumstance shall OLTCAs and its members have any liability for any loss or damage of any kind incurred as a result of the use of the Resources of our Sites or reliance on any of the Resources of our Sites, particularly in the circumstances of a Covid-19 outbreak. Anyone who wishes to use the Resources of our Sites is doing so voluntarily and entirely at their own risk, and should perform their own due diligence as they may require. All liability with respect to actions taken or not taken based on the Resources of our Sites are hereby expressly disclaimed.

## 10. Indemnity

You agree at all times to defend, indemnify and hold harmless the OLTCAs, its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors (the "**Indemnified Parties**") from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of our Site, Content or Documentation, or from your violation of these Terms, including your failure to appropriately obtain consent from a third party. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of our Site, Content and Documentation, including but not limited to trademark infringement or other intellectual property claims from third parties.

## 11. System Security

You are prohibited from using any services or facilities provided in connection with our Sites to compromise security or tamper with our system resources or accounts. The use or distribution of tools designed for compromising security

(e.g. password guessing programs, cracking tools or network probing tools) is strictly prohibited. We reserve the right to investigate suspected violations of these Terms and to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to be violating these Terms.

**12. Dispute Resolution**

Any dispute, controversy or claim arising out of or relating to these Terms, including any disputes relating to the Sites, Content or Documentation, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The arbitration will be conducted by one arbitrator and the seat of Arbitration will be Toronto, Ontario. The language of the arbitration will be English. The decision of the arbitrator shall be binding upon the parties hereto.

**13. Governing Law; Jurisdiction**

These Terms and any action related thereto or related to our Sites, Content or Documentation shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. Subject to Section 12, you agree that any action at law or in equity arising out of or relating to these Terms or your use of our Sites, Content or Documentation will be filed only in a court located in Toronto, Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of such courts for the purpose of any such action. Your use of our Sites, Content and Documentation is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use our Sites, Content or Documentation in any such circumstances.

**14. Termination**

You acknowledge and agree that these Terms shall remain in effect for so long as you use our Sites, Content or Documentation. You agree that this agreement can only be terminated by you once you have stopped using our Sites, Content or Documentation. We reserve the right to suspend or terminate your use of our Sites, Content or Documentation and remove and discard any information related to you and your use of our Sites, Content or Documentation at any time, for any reason, with or without cause, if we believe that you are violating these Terms in any way. If you wish to terminate your account, you may choose to cease use of the Sites, or to send us notification by email at [websupport@oltca.com](mailto:websupport@oltca.com). If you are dissatisfied with our Sites, Content or Documentation, including these Terms, your sole remedy is to discontinue using our Sites, Content or Documentation by ceasing to use the Sites.

**15. Entire Agreement**

These Terms and any of our other legal notices, policies and guidelines linked to these Terms constitute the entire agreement between you and the OLTCA relating to your use of our Sites, Content and Documentation and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms may not be amended or modified except in writing or by making such amendments or modifications available on our Sites.

**16. No Agency: Third Party Beneficiary**

We are not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of you, the OLTCA and the Associated Persons.

**17. Assignment**

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without our prior written consent. The OLTCA may assign these Terms and the rights and obligations granted hereunder without your consent.

**18. Severability**

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

**19. No Waiver**

We will not be considered to have waived any of our rights or remedies described in these Terms unless the waiver is in writing and signed by us. No delay or omission by us in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

**20. Headings**

The headings used in these Terms are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms.

**21. Language**

You agree that English will be the language of our Sites and of all transactions occurring in connection with our Products, and you agree to waive any right to use and rely upon any other language or translations. You acknowledge that it is your express wish that these Terms have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents legales qui s'y rattachent soient rédigés en anglais.

**22. Last Modified**

These Terms and Conditions were last modified on March 25, 2021.