

OPERATING ROOM NURSES ASSOCIATION OF CANADA WEBSITE TERMS AND CONDITIONS OF USE

1. AGREEMENT TO ACCEPT TERMS AND CONDITIONS

The terms and conditions of use set out below (“Terms and Conditions”) are a binding agreement between you and Operating Room Nurses Association of Canada, a not-for-profit corporation incorporated under the *Canada Not-for-profit Corporations Act* (“ORNAC”). These Terms and Conditions govern the use of this website, located at, <https://www.ornac.ca>

<https://ornacjournal.ca>

<https://www.ornacmembers.ca>

<http://operatingroomnurse.ca>

any subdomains, and any of our other websites or mobile applications referencing, embedding, or linking to these Terms and Conditions, (collectively “Sites”). The Sites are the property of ORNAC. Throughout the Terms and Conditions, “you”, “your” or “user” refer to the person or entity who accesses or uses the Sites.

By viewing, using, accessing or browsing the Sites you agree, on your own behalf and on behalf of any entity, organization, association, group in whatever form and wherever located on whose behalf you may be acting, to be bound by the Terms and Conditions, (whether or not you confirm your agreement, such as by clicking “I agree”). **If you do not wish to be bound by the Terms and Conditions, do not access or otherwise use the Sites. You may not access and/or use the Sites unless you agree to abide by all parts of the Terms and Conditions.**

2. PERMITTED USERS

The Sites are only intended for residents of Canada who are 18 years of age and over. If you are not a resident of Canada, do not use our Sites. We reserve the right to limit the availability of our Sites, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.

In order to access certain resource materials and to receive services available on the Sites, you may be required to register and/or set up an account on the Sites.

Persons under the age of 18 and non-residents of Canada should not register and/or set up an account on the Sites.

3. USER REPRESENTATIONS

By using the Sites, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you

have the legal capacity to enter into, and you agree to comply with, these Terms and Conditions; (4) you are not under the age of 18; (5) you are a resident of Canada; (6) you will not access the Sites through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Sites for any illegal or unauthorized purpose; and (8) your use of the Sites will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Sites or any portion thereof.

4. USER REGISTRATION

In order to access certain resource materials and to receive services available on the Sites, you may be asked to provide your personal information such as your name, , e-mail address, mailing address, provincial licensing number, place of work, OR specialties and other personal information about you or that can be used to identify you (“Personal Information”). We may use your Personal Information to verify your identity and your eligibility to use the Sites. When you register, you agree to provide accurate, current and complete Personal Information and to promptly update this Personal Information to maintain its accuracy. We have the right to suspend or terminate your account or other registration without notice to you if we suspect that the Personal Information you have provided is inaccurate. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. SECURITY

In order to access certain materials and to receive other services on the Sites, you may be required to open an account. You are entirely responsible for maintaining the confidentiality of any user name and password that you are given or select. You agree to keep your password confidential and you will be held responsible for all activities carried out under your account. You will not permit any other person to use your user name and password, and you will immediately notify us if you know or suspect that your user name and password have been used by another person. You may be held liable for any harm caused or losses incurred by us or any other user of or visitor to the Sites due to someone else using your account as a result of your failing to keep your account information secure and confidential. **You agree to immediately notify us of any unauthorized use of your user name or password or any other breach of security.**

6. PRIVACY AND CONSENT

Our use of personal information collected from and about you in connection with your use of the Sites is governed by our privacy policy (“Privacy Policy”). The Privacy Policy sets out the types of Personal Information we collect, how we use Personal Information, which third parties we may disclose Personal Information to and your rights in relation to your Personal Information. The Privacy Policy forms part of these Terms and Conditions.

Please read the Privacy Policy carefully so that you will understand how your Personal Information will be treated as you make use of the Sites. By agreeing to these Terms and Conditions, you also give your consent to the Privacy Policy, located at:

<https://www.ornac.ca>

<https://ornacjournal.ca>

<https://www.ornacmembers.ca>

<http://operatingroomnurse.ca>

By viewing, using, accessing or browsing the Sites, you agree and consent to the collection, use and storage of your Personal Information and any interactions with the Sites in accordance with the Privacy Policy.

You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any). We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

The Sites are provided for residents of Canada only. Although it may be possible to access the Sites from other countries, we make no representation that the Sites are compliant with any legal requirements in force in any jurisdiction other than Canada, or that the content available on the Sites will be appropriate for users in other countries. We operate within, are subject to and comply with Canadian privacy law. We are not established in and do not operate in any other jurisdiction that, either now or in the future, enacts data privacy laws that operate beyond the limits of the enacting jurisdiction (“Enacting Jurisdictions”). We do not offer goods and services to individuals in the Enacting Jurisdictions, do not knowingly monitor the behaviour of individuals in the Enacting Jurisdictions and do not knowingly collect or process Personal Information from individuals located in the Enacting Jurisdictions. Individuals located in the Enacting Jurisdictions should not use the Sites or provide us with any Personal Information.

You agree that we may send you communications by email related to our activities and the Sites. You may opt out of receiving such communications by using the unsubscribe link in our communications.

7. CHANGES TO TERMS AND CONDITIONS

We reserve the right to add to or remove, modify or otherwise change any part of the Terms and Conditions at any time in our sole discretion. Changes will be effective when the changed Terms and Conditions are posted on the Sites. You should check the Terms and Conditions frequently for changes by checking the date of “Last Update” at the top of this document. If any change to the Terms and Conditions is not acceptable to you, you should discontinue your use of the Sites immediately. **Your continued use of the**

Sites after changes to the Terms and Conditions are posted will constitute acceptance of the changes.

8. CHANGES TO THE SITES

We may terminate, change, suspend or discontinue any aspect of the Sites at any time without notice. Without limiting the generality of the foregoing, we may change the availability of any features, institute new, or change existing fees or charges for the use of the Sites or any of their features, add, remove, modify or otherwise change any contents on the Sites, impose limits on certain features or restrict access to parts or all of the Sites. We reserve the right, but not the duty, to correct any errors or omissions in any portion of the Sites at any time without notice.

9. PROHIBITED ACTIVITIES

You may not use the Sites, any contents of the Sites or any information provided or accessed through the Sites to take any action that could harm us or anyone else, interfere with the Sites, or use the Sites in a manner that violates any law. For example, you may not:

- Impersonate any person or entity, or misrepresent your credentials, age or any information or Personal Information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content, or use any other unauthorized means to compile information;
- Harvest or otherwise collect or store any information (including personal information) about other users, including e-mail addresses;
- Disseminate chain letters, junk mail, virus alerts or hoaxes;
- Access, distribute, send, save, or view offensive material or include materials that could be considered inappropriate, offensive or disrespectful to others, such as material with sexually explicit content, material that is harassing of others, material that advocates illegal activity or material that advocates intolerance for others;
- Undertake malicious or damaging activities, such as spreading computer viruses, hate mongering or harassment of others;
- Disable or circumvent or are intended to disable or circumvent any system designed to protect any individual's or organization's privacy or security or the privacy or security of Personal Information;
- Knowingly violate the laws of Canada or of any other jurisdiction in a material way;
- Solicit, collect, transmit, store, or otherwise make available private information or personal information of any third party;
- Use the Sites to send commercial electronic messages or install a computer program on another person's computer system;
- Obtain or attempt to gain unauthorized access to other computer systems, materials or information on or through the Sites;

- Use any device, software, or program to interfere with the Sites or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise interfere with any software that is a part of the Sites, or use any tools for compromising security (e.g., password-guessing programs, cracking tools, or network probing tools);
- Use another's information, account, or password;
- Take any action that imposes an unreasonable load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems;
- Reproduce or use any trademarks, trade names, copyrighted materials or other intellectual property found on the Sites; or
- Engage in any other conduct that restricts any person from using the Sites, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

If we determine, in our sole discretion, that you have engaged in any prohibited activities or have otherwise failed to comply with these Terms and Conditions, we may suspend or terminate your use or access to the Sites without notice to you. At all times, we shall have the discretion to take such action as we deem necessary, in our sole discretion, to preclude a violation, and we shall not be liable for any damages of any nature suffered by you or a third party resulting from our actions under these Terms and Conditions.

10. OWNERSHIP AND USAGE

All content, code, software, and any other materials that are on the Sites, including all intellectual property, are owned by or licensed to us, are the exclusive property of ORNAC or our licensors, unless otherwise indicated and are protected by applicable laws, including copyright and industrial design.

The contents of the Sites may not be copied, transmitted, transcribed, reproduced, stored, sub-licensed, re-posted or translated into any other form without our prior written permission.

Any unauthorized use of the contents of the Sites is strictly prohibited. We reserve the right to take such steps as we deem necessary, including legal action, to enforce our rights under trademark and copyright law.

The contents of the Sites may not be copied, transmitted, transcribed, reproduced, stored, sub-licensed, re-posted or translated into any other form without our prior written permission. You may use the contents of the Sites only for non-commercial, informational,

personal use, without modification, and only as long as you comply with these Terms and Conditions.

You are not authorized to use any of the contents of the Sites other than as expressly provided in these Terms and Conditions. In particular, you are not authorized to copy, scrape, commercially exploit, or make derivative works of any of the contents of the Sites. You must abide by all rights notices, information, or restrictions contained in or attached to any of the contents of the Sites and must not remove any trademark, copyright, or other notice from our Sites or any of the contents of the Sites.

11. TRADEMARKS

All trademarks displayed on the Sites including, but not limited to,



and any related names, words, and logos displayed on the Sites, are trademarks owned by ORNAC. You may not use any of these trademarks, or any variations of the trademarks.

All other trademarks not owned by ORNAC are the property of their respective owners. You are not authorized to use any of those trademarks of third parties that may appear on the Sites.

Any unauthorized use of the trademarks or names or any other intellectual property of ORNAC or of third parties is strictly prohibited.

12. HYPERLINKING AGREEMENT

If you want to hyperlink to the Sites, you may do so, provided you agree to the hyperlink conditions described below (“Hyperlink Conditions”):

a) hyperlink may be established to the following page of the Sites:

<https://www.ornac.ca>

<https://ornacjournal.ca>

<https://www.ornacmembers.ca>

<http://operatingroomnurse.ca>

Hyperlink may not be established to any other pages on the Sites without our prior written permission.

b) If you hyperlink to the Sites, your website or social media page:

- i. shall not imply that we are endorsing you or your products or services;
- ii. shall not imply an affiliation between you or any entity on whose behalf you may be acting without our prior written consent;
- iii. shall not misrepresent your relationship with us or present false or misleading impressions about us or our services; and
- iv. shall not contain content that may be interpreted as distasteful or offensive.

c) We shall have no responsibility or liability for any content appearing on your website.

d) We may at any time, in our sole discretion, immediately terminate your right to hyperlink to the Sites, with or without cause. If we exercise this right, you will immediately remove all hyperlinks to the Sites.

e) We may amend these Hyperlink Conditions at any time. You agree to abide by these Hyperlink Conditions and the other Terms and Conditions on the Sites, as amended from time to time.

By establishing a hyperlink to the Sites, you will be deemed to have agreed to these Hyperlink Conditions.

13. WEBSITES HYPERLINKED TO THE SITES

Certain websites may be linked to the Sites. Not all of these links may have been permitted by us. Regardless of whether a link has been permitted by us, we are not responsible for the contents of any website that is linked to the Sites. We make no representations or warranties, and do not endorse, any website that is linked to the Sites,

the contents of any such website, the information appearing on any such website or any of the products or services described on any such website. The fact that a website is linked to the Sites does not imply that we sponsor, endorse or are affiliated or associated with the entity that owns or is responsible for the website.

14. EXTERNAL HYPERLINKS

Certain hyperlinks on the Sites may take you to other websites. We provide these hyperlinks only as a convenience. We are not responsible for the contents of any hyperlinked website. We make no representations or warranties regarding, and do not endorse, any hyperlinked website, their contents, the information appearing on them or any of the products or services they describe. Hyperlinks do not imply that we sponsor, endorse or are affiliated or associated with the entity that owns or is responsible for any hyperlinked website. If you decide to visit any hyperlinked websites, you will do so at your own risk.

15. DISCLAIMER

Please read this provision carefully as it affects your legal rights. Any use of or reliance on the Sites, the contents of the Sites or the information provided through the Sites, including, without limitation, ORNAC's standards, guidelines and position papers ("Guidelines"), shall be at your sole risk. **ORNAC makes no representation or warranty of any kind regarding the Sites, the contents of the Sites, the Guidelines or the information provided through the Sites, all of which are provided on an "AS IS" and "AS AVAILABLE" basis.** ORNAC expressly disclaims all representations, warranties, conditions and endorsements as to the operation of the Sites, the contents of the Sites or the information provided through the Sites including, without limitation, the Guidelines. Without limiting the generality of the foregoing, ORNAC makes no warranty as to the accuracy, quality or completeness of the contents of the Sites or information provided through the Sites, including, without limitation, the Guidelines, nor to merchantability or fitness for a particular purpose, nor to title or non-infringement, nor to the absence of any software virus, malware or other harmful component. or the success or failure of any treatment regimen detailed in the Guidelines. ORNAC does not warrant that the Sites or the delivery, hosting and ancillary services or facilities of third-party suppliers utilized by ORNAC will continue to operate, will operate without interruptions or will be error-free.

The Guidelines are intended for Canadian Perioperative Registered Nurses, who retain full responsibility for the care and treatment of their patients and who should exercise their own clinical judgment and expertise when using the Guidelines. The Guidelines do not constitute an exclusive course of action or standard of care and do not exclude other methods of care. The Guidelines reflect the best available data at the time they were prepared, but the Guidelines may be revised from time to time in future to reflect new information and data. Canadian Perioperative Registered Nurses should refer to a variety of sources to confirm that the information contained in the Guidelines is correct. Each Canadian Perioperative Registered Nurse, working with other qualified health

professionals and within their legislated scope of nursing practice, is responsible to make the ultimate judgment regarding the appropriate course of action or method of care for each patient in light of all the clinical circumstances presented by each case.

ORNAC accepts no responsibility for the success or failure of any treatment, method of care or course of action detailed in the Guidelines.

All content provided on the Sites is for information and educational purposes only. The Sites do not provide health care advice, diagnosis or treatment, are not a health care service of any kind and are not a substitute for professional health care advice, diagnosis, or treatment.

16.NO LIABILITY

Please read this provision carefully as it affects your legal rights. You, personally and on behalf of any personal representatives, understand and agree that in no circumstances shall ORNAC, its affiliated organizations, its partners and suppliers, its financial supporters and contributors, and their respective directors, officers, representatives, employees, agents, contractors, volunteers and successors or assigns be responsible or liable to you for any loss, liabilities, claims, expenses or damages whatsoever, including (without limiting the generality of the foregoing) any direct, indirect, incidental, special, punitive, exemplary or consequential damages (hereafter collectively referred to as “Claims”), arising from or in connection with your use of, access to or your reliance on, or your inability to use or access, the Sites, any contents of the Sites, including, without limitation, the Guidelines, any information provided through the Sites, any external hyperlinks on the Sites, any website hyperlinked to the Sites, or any contents thereof, or any delivery, hosting and ancillary services or facilities of third party suppliers utilized by ORNAC.

ORNAC is not responsible and assumes no liability for third-party contents of the Sites or third-party information provided through the Sites.

You, personally and on behalf of any personal representatives, without limitation, agree to forever release and discharge ORNAC and all persons and entities set out in this section from any and all Claims.

17.INDEMNITY

Please read this provision carefully as it affects your legal rights. You, personally and on behalf of any personal representatives, agree to indemnify, hold harmless and defend ORNAC, its affiliated organizations, its partners and suppliers, its financial supporters and contributors, and their respective directors, officers, representatives, employees, agents, contractors, volunteers and successors and assigns from and against any and all liability, claims, suits, demands, actions, damages, losses, judgments and costs (including legal fees) arising out of or in connection with (i) your use of, access to or reliance on the Sites, or of any external hyperlinks on the Sites, any website hyperlinked to the Sites, or any contents thereof including, without limitation, the Guidelines, (ii) your

online conduct in connection with the Sites, (iii) your (or anyone acting under your username or password) violation or breach of these Terms and Conditions, (iv) your failure to comply with any applicable laws or regulations in connection with the Sites, or (v) your negligence, wilful misconduct, or violations of the intellectual property or other rights of any person in connection with the Sites. These obligations will survive any termination of these Terms and Conditions.

18. APPLICABLE LAW

The Sites are controlled by ORNAC from its offices within the Province of Ontario in Canada. All matters relating to access to, or use of, the Sites shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. In the event of any action or proceeding instituted under or related to the Sites, or the contents thereof, you consent and submit to the exclusive jurisdiction of the courts of competent jurisdiction in the City of Ottawa in the Province of Ontario. Use of the Sites is not authorized in any jurisdiction that does not give effect to all Terms and Conditions, including without limitation, this section.

The Parties have expressly required that these Terms of Use and any communication hereunder be drafted in the English language. Les parties ont expressément exigé que le présent accord and toute communication ci-après soient rédigés dans la langue anglaise.

19. SEVERABILITY AND WAIVER

These Terms and Conditions and all other legal notices, statements or terms and conditions posted or made available to you in writing by ORNAC constitute the entire agreement between you and ORNAC. In the event any provision of these Terms and Conditions is held unenforceable, it will not affect the enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. The failure of ORNAC to enforce any provisions of the Terms and Conditions or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any Terms and Conditions or to act with respect to similar breaches.

20. CONTACT US

If you have any questions or concerns about these Terms and Conditions, please contact us at:

info@ornac.ca

By accessing, reading and making use of the Sites you acknowledge and agree, on your own behalf and on that of any entity on whose behalf you may be acting, that you have received, understand and agree to be bound by the Terms and Conditions and the Privacy policy and that you consent to any matter that requires your consent or approval as described in these Terms and Conditions.