

Terms of Use

The following User Agreement ("Agreement") governs the use of **albertapatients** ("albertapatients") research panel as accessible via albertapatients' website (www.albertapatients.ca) (the "Website"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by ThinkHQ Public Affairs Inc. or its authorized delegates and agents (collectively, "ThinkHQ"), on behalf of the Alberta Medical Association ("AMA").

Please read the terms contained in this Agreement carefully. You can access this Agreement any time at the following link:

<https://www.albertapatients.ca/MediaServer/Shared/Web%20Terms%20albertapatients%202015.pdf>

Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these terms. If you do not agree with these terms, please do not use the Website.

In addition to reviewing this Agreement, please read ThinkHQ's Privacy Policy:

<https://www.albertapatients.ca/MediaServer/Shared/Privacy%20Policy.pdf>

Your use of the Website constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to ThinkHQ's other remedies.

I. Registration and Account Creation

Please note: **albertapatients** is intended exclusively for residents of the Province of Alberta. If you are not an Alberta resident, please do not register with the website, as doing so would constitute non-compliance with the terms and conditions of use.

1. REGISTRATION INFORMATION:

ThinkHQ may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is

accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, contact ThinkHQ's Privacy Officer as described in its Privacy Policy.

2. USE OF USER ID/PASSWORD:

A. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without ThinkHQ's prior written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, and notify ThinkHQ's Privacy Officer as described in its Privacy Policy.

II. Terms of Usage:

1. USE OF THE WEBSITE BY YOU:

A. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website.

B. The Website contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. The Website is not intended for users under the age of 18, and ThinkHQ does not knowingly collect personally identifiable information from users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using its forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by ThinkHQ.

D. You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

E. You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the requisite permission and authority of the owner(s) of such rights.

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of ThinkHQ. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the Copyright Act (Canada), Trade-marks Act (Canada) or other law or as expressly permitted in writing by this Agreement, ThinkHQ, or the Website.

H. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

I. Other than connecting to the Website's servers by http requests using a Web browser, you may not attempt to gain access to the Website's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

J. You acknowledge that ThinkHQ has not reviewed and does not endorse the content of all sites linked to and from this Website and is not responsible for the content or actions of any other sites

linked to and from this Website. Your linking to any service or site is at your sole risk and expense.

K. The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by ThinkHQ and/or AMA anywhere, anytime, and for any reason whatsoever.

2. COMMENTS BY OTHERS ARE NOT ENDORSED BY THINKHQ OR AMA:

ThinkHQ and AMA do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of ThinkHQ or AMA. You agree that ThinkHQ and AMA are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, or materials that otherwise violate this Agreement.

3. USE OF MATERIAL SUPPLIED BY YOU:

For information regarding use of personal information you supply or communicate to the Website, please see ThinkHQ's Privacy Policy. Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post. **THINKHQ AND AMA HEREBY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL MATERIALS POSTED, UPLOADED OR SUPPLIED BY YOU ON THE WEBSITE.**

4. COPYRIGHT:

ThinkHQ respects the intellectual property of others, and asks its users to do the same. ThinkHQ may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take any other action it deems reasonable against users, subscribers, registrants and account holders who infringe the copyright rights of others.

5. INDEMNIFICATION:

You agree to indemnify ThinkHQ, AMA, and their respective affiliates, delegates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees on a full indemnity basis) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

6. EDITING AND DELETIONS:

ThinkHQ and AMA reserve the right to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice; however, ThinkHQ and AMA do not undertake any duty to do so and its failure to do so shall not constitute ThinkHQ's or AMA's endorsement, support, sanctioning, encouragement, verification or agreement of said material.

7. ADDITIONAL TERMS:

ThinkHQ reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the Website. Such additional terms will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional terms.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND THINKHQ AND AMA HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. THINKHQ AND AMA DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

THINKHQ AND AMA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR

ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY AGREE TO RELEASE THINKHQ, AMA, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DELEGATES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND/OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND/OR UNKNOWN, SUSPECTED AND/OR UNSUSPECTED, DISCLOSED AND/OR UNDISCLOSED, (collectively, the "CLAIMS") ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE.

9. TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE:

ThinkHQ has the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, and may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that ThinkHQ and AMA will have no liability to you if this Website is discontinued or your ability to access it is terminated.

10. JURISDICTION:

ThinkHQ and AMA make no representation that materials on the Website are appropriate, available or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Province of Alberta without regard to any conflict of laws provisions, and any disputes arising under or relating to this Agreement shall be subject to the jurisdiction of the courts in Alberta.

11. SURVIVAL:

Any clause herein which is meant to continue after the expiration or termination of the Agreement will continue to do so.

12. SEVERABILITY

If a court of inherent jurisdiction determines that a clause or provision of the Agreement is invalid, then that clause or provision will be interpreted in a way that is valid under applicable law. If any

clause or provision is determined by a court of inherent jurisdiction to be invalid, then the remainder of the Agreement will remain effective.

13. GENERAL MATTERS

The Agreement's language shall be construed as a whole and according to its fair meaning. The headings in the Agreement are only for convenience and are not intended to affect construction or interpretation. Further, unless the context clearly indicates to the contrary,

- a. The plural includes the singular and the singular includes the plural;
- b. "Or" is used both conjunctively and disjunctively;
- c. "Any", "all", "each", or "every" means any and all, and each and every;
- d. "Includes" and "including" are each without limitation;
- e. "Herein", "hereof", "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular clause, sub-clause, paragraph, subparagraph, section or subsection;
- f. "Therein", "thereof", "thereunder" and similar compounds of the word "there" refer to the entire Agreement and not to any particular clause, sub-clause, paragraph, subparagraph, section or subsection; and
- g. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.