
CASELLHOLME TERMS OF USE

PORTAL RULES

Cassellholme East Nipissing District Home for the Aged (“Cassellholme”) offers each of its residents and their families and friends the use of a portal as a window into the resident’s activities. When a resident’s participation in an activity is tracked, families and friends who have access to that portal will be able to see the record and, if Cassellholme has posted any additional materials such as pictures or notes, those materials.

Checking the “I have read and agreed to the Terms & Conditions” checkbox on the family portal login (the “Portal Rules”) will be evidence of: (i) the decision to use the portal; (ii) agreement with these Portal Rules; and (iii) the initial administrator for the portal. Please note that family members and friends invited to use the portal will have to agree to be bound by the Portal Rules too. They will be given the opportunity to review the Portal Rules when logging in to the family portal. They will not be allowed to log in if they do not agree to be bound by the Portal Rules.

1. First Steps – As a resident of Cassellholme (the “Resident”) or the power of attorney for the Resident, you may request a portal for viewing and sharing information about the Resident’s participation in recreational and other activities arranged by Cassellholme (the “Portal”). To do so, this document must be completed, signed and returned to Cassellholme by the Resident or his or her power of attorney. The person who makes the request for the Portal becomes the “Administrator” except that if the Resident makes the request, then he or she may appoint a family member or a friend to be the Administrator.
2. Access to the Portal – The Administrator for a Portal controls access to that Portal for family members and friends. Family members and friends who are given access to the Portal are “Users”. The Administrator is also a User. Representatives of Cassellholme have read-only access to the Portal. The supplier who hosts the Portal for Cassellholme and provides related services (the “Host”) to Cassellholme may access the Portal for the purpose of providing hosting and related services.
3. Passwords – A password is required to access the Portal. Cassellholme has put in place certain restrictions on passwords (for example, they must be at least 8 characters in length and include capital and lower case letters). If any User’s password becomes or may have become known to or has been or may have been used by any other person, use the password utility on the Portal to change that password immediately. Cassellholme or the Host may require any User to change their passwords at any time and for any reason (for example, it has been four months since the password was last changed).
4. Responsibility for Users – If anyone using one of the Users’ accounts violates the Portal Rules, the User, and if the User is not the Administrator, the Administrator are responsible for that violation.
5. Closing a Portal – The Administrator for the Portal may close the Portal by giving Cassellholme a written instruction to do so. Cassellholme will close the Portal within 30 days of receiving that request. As well, Cassellholme may decide to close the Portal at any time (with or without notice, and without liability). Typically, a family portal will be closed when these Portal Rules are violated.
6. Privacy – Cassellholme’s Privacy Policy can be found at [privacyaccess.pdf \(cassellholme.ca\)](#) Host’s Privacy Policy can be found at <http://www.activitypro.net/about/privacy-policy/> . Administrator and each User will read both before using the Portal, and each consents to the use of their personal information by Cassellholme, Host or their suppliers for the purpose of operating the Portal and providing related services.
7. Acceptable Use – Users will not use their access to the Portal to: (i) disrupt or damage the infrastructure or networks used Cassellholme, Host or its suppliers; (ii) attempt to or gain access to any portal for which they have not been given access; (iii) attempt to or gain access to any networks, systems or online services for which they have not been given access; (iv) violate any applicable local, provincial, national or international law or regulation; or (v) using any portal for any commercial purpose. Cassellholme or

Host may: (i) investigate any potential breach of these prohibitions; and (ii) suspend access to any portal without notice or liability if such a breach has occurred or is likely.

8. Ownership of Content – The contents of the Portal made available by Cassellholme or Host through the Portal (“Cassellholme Materials”) belong to Cassellholme or its suppliers (including Host). Any other contents are “Resident Materials”, and they belong to the Users. Except as set out in the Portal Rules, all rights in the Resident Materials are reserved by the Users and all rights in the Cassellholme Materials are reserved by Cassellholme, Host and their suppliers.
9. Content License – Users grant Cassellholme, Host and their suppliers a royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use Resident Materials (including but not limited to reproducing, modifying and distributing) for the purpose of administering, operating and hosting the Portal and providing related services.
10. Acceptable Content – No User will post any materials to the Portal unless they have all of the rights required to do so. For example, do not post a picture taken by someone else that you copied from the Internet without permission. No User will post any materials to the Portal that: (i) are illegal or unlawful; (ii) contain viruses or other malware; (iii) promote illegal activity; or (iv) disrupt or damage the infrastructure or networks used to provide the Portal and other portals like it. The Administrator will immediately delete from the Portal any Resident Materials that do not comply with this section 10.
11. Responsibility for Content – Materials made available through the Portal by Cassellholme or Host are provided for the Resident’s convenience. They are not Cassellholme’s official records, and while Cassellholme makes reasonable efforts to ensure that those materials are complete and accurate it does not guarantee that they are complete or accurate. The materials are provided “as is”, and they should be verified before being relied upon. Cassellholme, Host and their suppliers will not be responsible for anyone’s reliance on the materials. Cassellholme, Host and their suppliers are not responsible for any Resident Materials.
12. Monitoring Content – Neither Cassellholme or Host routinely monitors the Resident Materials, but they reserve the right to do so. Typically, this will occur when either is providing support or investigating a violation or possible violation of the Portal Rules.
13. Deleting or Blocking Content – The Administrator may delete any of the Resident Materials from the Portal. Cassellholme or Host reserve the right, in each one’s sole discretion, to reject, refuse to post, remove or block access to any materials available through the Portal at any time, without notice and without liability, so do not use the Portal as a filing system or an archive. If it is important to retain a copy of something on the Portal, make a copy and store it away from the Portal. Users are allowed to maintain a copy of any materials made available to them through the Portal for their own records and personal use.
14. Changes to the Portal – Cassellholme may change the look and feel of the Portal and how it operates at any time. Features and functions may be added, modified or removed.
15. Feedback – By asking questions, providing suggestions or providing comments relating to the Portal (“Feedback”) or to Cassellholme or Host, a User allows Host to use the Feedback for any purpose without any restrictions and without compensation to the User (i.e. the User is assigning all right, title and interest in and to the Feedback to Host).
16. No Warranties – Cassellholme provides the Portal “as is” and “as available”. In relation to the Portal and any related services, neither Cassellholme nor Host provide any warranties, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. As well, neither one guarantees that the operation of the Portal will be uninterrupted or that the Portal will always be accessible, and although Cassellholme and Host use reasonable efforts to secure the Portal from unauthorized access, neither one guarantees that the Portal is absolutely secure.
17. Limitation of Liability – Users agree to the following limits on the liability of Cassellholme, Host and their suppliers in relation to or arising from the Portal, related services, Resident Materials or Cassellholme

Materials. None of them will be responsible for any indirect, punitive, incidental, special, or consequential damages incurred by any Administrator, User or other person, and this limit will apply even if the damages are foreseeable or they have been advised of the possibility of such damages. As well, the total liability of Cassellholme, Host and their suppliers to any User for any other forms of damages and if a claim is made in a jurisdiction that does not allow the exclusion of the damages described in the second sentence of this section, those damages) will not exceed \$50. The limits set out in this section will apply regardless of the circumstances giving rise to the claim (i.e. regardless of the cause of action, even if there is a fundamental breach or a failure of essential purpose).

18. Entire Agreement -- The Portal Rules constitute the complete agreement between each User and Cassellholme with respect to the Portal and related services. The Portal Rules replace all prior agreements or understandings (online, written or verbal) on this subject. Host is a third-party beneficiary of this agreement. Cassellholme may assign this agreement, by operation of law or otherwise. Users may not. Users agree that the agreement, all other documents associated it, and all communications between Cassellholme and them relating to the Portal shall be in English. Vous convenez que votre accord de service, tout document y étant lié, et tous échanges ayant trait au Portal entre vous et Cassellholme, seront rédigés en anglais.
19. Interpretation – The Portal Rules will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, excluding its conflict of laws rules. No waiver of any part of any rule will be deemed to be a waiver of any other rule. Failure to enforce the Portal Rules, for whatever reason, is not a waiver of the right to do so: waivers must be in writing. If a rule is held unenforceable, the remaining rules will remain in effect. The headings associated with the rules are for convenience only. Throughout these Portal Rules, the term “including” or the phrases “e.g.,” “for example” or “typically” have been used to mean “including, without limitation”.
20. Infringement – Notices of claimed infringement should be directed to Cassellholme’s “Copyright Compliance Representative” and can be sent by regular mail or courier to Cassellholme’s head office located at 400 Olive St. North Bay, Ontario P1B6J4. The notice should describe: (i) the relevant family portal; (ii) the infringing work; (iii) the work infringed; (iv) the owner of the copyrights infringed; and (v) how those rights came to belong to the owner. If the notice is not being sent by the owner, the notice should also describe the authority on which it is being sent.
21. Notice – If Cassellholme needs to give notice to a User in relation to the Portal or the related services it will be: (i) sent through the Portal; (ii) given to the Administrator to deliver to the User; or (iii) sent by email to any email address for the User that Cassellholme has on record. Any notice provided by a User to Cassellholme should be in writing sent to the email address listed on the contact page of Cassellholme’s website. Notices sent by email will be deemed to be delivered on the first business day after they are sent.
22. Changes to the Rules – Cassellholme may change the Portal Rules. When a change to the Portal Rules is planned, Cassellholme will give notice of the upcoming change to Users when they log in to the Portal. The notice will include a link to a copy of the modified Portal Rules. When the Portal Rules change, Users will be asked to confirm their agreement with the modified Portal Rules. This will also happen when they login to the Portal. A User who logs in to the Portal at any time after the Portal Rules change is agreeing to abide by the changed Portal Rules.