

FCB Health Network

Terms of Use

You should read these Terms carefully before you purchase a Product or start to use the Site. These Terms significantly alter your legal rights, remedies and obligations. Sections 16 and 17 in particular contain important limitations on and exclusions of our liability to you.

Welcome to the FCB Health Network web site! This web site (“**Site**”) is owned and operated by FCB Health Network Inc., and we provide the Site, and certain services available through the Site (“**Services**”) subject to the following terms and conditions (the “**Terms**”).

These terms are a legal agreement between you and FCB. Your access and use of the Site (including any Services), constitutes your acceptance of these Terms. **IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE SITE OR ANY SERVICES.**

In these Terms, “**FCB**” refers to FCB Health Network Inc. and its affiliates and subsidiaries, and “we” or “us” or “our” refer to FCB alone and never refer to the combination of you and FCB.

1. Background. You may access and review some parts of the Site without registering as an FCB member, provider, or payor. Other parts of the Site, and the Services, are only accessible and available to individuals or organizations that register with FCB. Those registered users will have accounts through which to access and use those parts of the Site and the Services.

2. Licence. Subject to these Terms, FCB grants you a limited, non-exclusive right to access and use the Site and Services in accordance with these Terms. FCB reserves all rights in and to the Site, Content and Services not expressly granted in these Terms.

3. Your Authority. If you are creating an account or accessing Services for an organization or business entity (for example, a health care provider or a payor), you represent and warrant that you are an authorized representative of that organization or business entity and that you have the authority to legally bind that organization or business entity to these Terms. In these Terms “you” refers to the individual accessing using the Site and, if applicable, to the business entity that that individual represents.

4. Age. By using the Site and Services, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with FCB. If you do not meet all of these requirements, you must not access or use the Website.

5. Terms May Change. We may change the Terms on occasion without notice, and you should revisit the Site periodically to review the then-current Terms. Revised Terms are effective once posted on or accessible from the Site.

6. Acceptance; Other Agreements. Your access to and use of the Site and any Services is subject to these Terms. You will not use the Site or Services for any purpose that is unlawful or prohibited by these Terms. By using the Site or any Services, you are fully accepting the terms, conditions and disclaimers contained in these Terms.

If there is any conflict between these Terms and any other written agreement between you or your business and FCB, the latter agreement will prevail.

7. Your Account and Registration. As indicated, you do not have to have an account to enjoy some of the Site’s features. However, you must create an account to access and obtain Services and use certain other Site features. You make the following commitments to us when registering an account on the Site:

- (a) You will not provide any false information on the Site or create an account for anyone other than yourself (or the organization that you represent) without permission.
- (b) You will not create more than one account.
- (c) If we disable your account, you will not create another one without our permission.
- (d) You will keep your contact information accurate and up to date.
- (e) You will treat as confidential any username, password, or any other piece of information that you choose, or that we provide to you as part of our security procedures. You will not share any such information with any other person or entity.
- (f) You will exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You will logout from your account at the end of each session.
- (g) You will notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.
- (h) You will not let anyone else access your account or do anything else that might jeopardize the security of your account.
- (i) You are solely responsible and liable for all activity conducted through your account, whether authorized by you or not, including any password misuse or any unauthorized access or use of your account.
- (j) You will not transfer your account to anyone without first getting our written authorization.

In addition to any other available remedies, we reserve the right, at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, in our sole discretion for any or no reason, including any violation of these Terms.

8. Security and Viruses. We have implemented reasonable technology and security features to safeguard the Site (and information on the Site) from unauthorised access or improper use.

However, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk and your use of our Site demonstrates your assumption of this risk.

We have taken reasonable steps to ensure that the Site is free of computer viruses and other harmful components. Nevertheless, you should install and maintain appropriate anti-virus and other protective software on the devices from which you access and use the Site and Services. Without limiting any other part of these Terms, we disclaim all liability for any computer viruses or other harmful or destructive programs that you may download from the Site.

9. Privacy. We respect our users' personal privacy. You may use the Site without providing any personal information about yourself other than such personal information as you may specifically and knowingly provide.

We will collect, use and disclose personal information as described in our privacy policy. You consent to the collections, uses and disclosures of your personal information for the purposes described in our privacy policy.

We may collect and maintain statistics relating to the number of visits to the Site, the types of browsers used to access the Site, the Internet Protocol addresses of computers accessing the Site, and similar non-identifiable information. This information is only used for internal purposes.

10. Proprietary Rights. This Site and the Services, their organization and design, and all information, images, artwork, text, video, audio, pictures and other material on the Site (collectively the “**Content**”) are protected by copyright and other proprietary rights, all of which we own or have the right to use.

You may download information from the Site for your personal, non-commercial viewing, but you may not otherwise copy, reproduce, republish, post, transmit, display, frame in another web page, perform, distribute, modify or create derivative works from the Content without our prior written approval.

You do not acquire ownership rights to any Content by accessing or using the Site, and our posting of Content on the Site is not a waiver of any right in or to that Content.

11. Equipment. You are solely responsible for acquiring, maintaining and updating all equipment, computers, software and communication services that are required to access and use the Site and Services. FCB does not guarantee that the Site or Services will not conflict with other programs or equipment, and FCB will not be responsible for the workings or failures of your computer equipment, network, software or Internet access.

12. Based in Canada. FCB operates the Site and provides the Services from Canada, and makes no representation that the Site, the Services, or the Content are appropriate or available for use in any particular jurisdiction. Those who access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. Trademarks. We own our name, logo, and all of our other trademarks and trade names appearing on the Site. Unless otherwise indicated, all other trademarks appearing on the Site are owned by third parties and are used under licence.

14. Linking. Any sites that are linked to from our Site are not under our control, and you access them at your own risk. We do not assume any responsibility or liability for these linked sites or their contents. We provide all such links for your convenience only; they are not an endorsement or referral by us.

If you wish to provide a link to the Site from your own web site, you may only link to our home page at <https://fcbhealthnetwork.ca/>. You may not use any of our trademarks or icons on your web site or otherwise without our prior written approval, and you may not use the link to suggest that we sponsor, endorse, approve of or are affiliated with you or your web site.

15. Modifications. We may add new features to the Site or Services, remove existing features from the Site or Services, or otherwise modify the Site, the Services, and the Content (including their functionality, “look-and-feel”, universal resource locators and software components), all without notice to you.

16. Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THIS SITE AND THE CONTENT AND THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

YOU ACCESS AND USE THE SITE AND OUR CONTENT AND SERVICES AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, FCB DISCLAIMS ALL REPRESENTATION AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT). FCB DOES NOT REPRESENT OR WARRANT THAT

FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR SERVICES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION AND CONTENT CONTAINED ON THE SITE ARE PREPARED BY FCB AND ARE BELIEVED TO BE ACCURATE, BUT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. FCB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE SITE AND THE CONTENT AND SERVICES WILL NOT BE FREE OF INTERRUPTIONS, THAT THE SITE AND THE CONTENT AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES OR OTHER LIMITATIONS, AND THAT THE SITE AND SERVICES MAY BE UNAVAILABLE FROM TIME TO TIME. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS TO AND USE OF THE SITE AND THE CONTENT AND THE SERVICES.

APPLICABLE LAW MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE LIMITATIONS SET OUT ABOVE MAY NOT APPLY TO YOU.

17. Limitation of Liability and Release. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, FCB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, MANDATARIES AND REPRESENTATIVES WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR

- (a) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES; OR
- (b) LOST PROFITS, BUSINESS, REVENUE, OPPORTUNITIES OR CUSTOMERS; BUSINESS INTERRUPTIONS; LOSS OF OR DAMAGE TO DATA; COST OF REPLACEMENT PRODUCTS OR SERVICES; LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL,

ARISING DIRECTLY OR INDIRECTLY FROM YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) THE SITE OR THE CONTENT OR ANY SERVICES, INCLUDING YOUR USE OR RELIANCE ON ANY INFORMATION OR OTHER CONTENT CONTAINED ON THE SITE; ANY INACCURACY OR OMISSION IN ANY INFORMATION OR OTHER CONTENT CONTAINED ON THE SITE, OR YOUR USE OF OR RELIANCE ON ANY THIRD-PARTY WEBSITES LINKED TO THE SITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, YOU RELEASE FCB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, MANDATARIES AND REPRESENTATIVES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF ANY KIND RELATING TO OR ARISING FROM YOUR ACCESS TO AND USE OF (OR YOUR INABILITY TO ACCESS AND USE) THE SITE OR THE CONTENT OR THE SERVICES.

IF, DESPITE THE LIMITATIONS SET OUT ABOVE, FCBH BECOMES LIABLE TO YOU RESULTING FROM YOUR ACCESS TO AND USE OF (OR YOUR INABILITY TO ACCESS AND USE) THE SITE OR THE CONTENT OR SERVICES OR OTHERWISE UNDER THESE TERMS, THAT LIABILITY WILL BE LIMITED TO THE GREATER OF: (I) THE AMOUNTS RECEIVED BY US FROM YOU FOR PRODUCTS IN THE 6 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; AND (II) CAD\$50.

APPLICABLE LAW MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY, SO THE LIMITATIONS SET OUT ABOVE MAY NOT APPLY TO YOU.

18. Rules. Whenever you access, use or otherwise deal with the Site, in addition to these Terms you must comply with all:

- (a) applicable laws, including privacy laws;
- (b) acceptable-use policies and other policies that we implement with respect to the Site from time-to-time, as posted on or made available through the Site; and
- (c) other rules, policies and procedures we communicate to you from time to time.

19. Prohibited Activities. You will not use the Site for any purpose that is unlawful or prohibited by these Terms. In addition to, and without limiting, any other prohibitions or restrictions in these Terms, you may not do any of the following when accessing or using the Site or the Services:

- use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
- interfere with or attempt to interfere with the proper operation of the Site or Services;
- engage in harassment in any manner, including via e-mail, chat, or by use of obscene, offensive or abusive language (as determined by us in our sole discretion);
- impersonate others, including a FCB employee or representative, or other members or visitors to the Site;
- upload to, distribute or otherwise publish any content that is defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offence, encourage or incite illegal activity, violate the rights of any party or that may otherwise give rise to liability or violate any law;
- introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attack the Site via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing;
- upload any commercial content or solicit others to join or become members of any other online service or other organization;
- circumvent or disable (or attempt to do so) any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in or as part of the Site or any hardware or software used to provide the Site, or third party hardware, software or services;
- unless authorized by FCB in writing, probe, scan, or test the vulnerability of the Site or any FCB system or network;
- access or use the Site or Services for the purpose of building a competitive product or service or copying their features or user interface;
- collect users' or our content or information or otherwise access the Site using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.

20. Indemnification. You agree to indemnify and hold harmless FCB and its officers, directors, employees, mandataries and representatives from and against all losses, expenses, damages and costs (including actual legal expenses as billed) resulting directly or indirectly from any violation of these Terms or any activity of yours related to the Site or Services.

21. Choice of Law; Jurisdiction. Except where prohibited by law, these Terms, your access to and use of the Site and Content and Services, and any claims made against FCB or its officers, directors, employees, mandataries or representatives, arising out of such access or use or otherwise, will be governed by and construed and interpreted in accordance with Ontario laws (including federal laws applicable in Ontario), without reference to Ontario's conflict of law rules.

Except where prohibited by law, you agree that exclusive jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to the Site or Content or Content will be in the Ontario courts sitting in Toronto Ontario,.

The *UN Convention on Contracts for the International Sale of Goods* will not apply to these Terms or any access to or use of the Site or Services.

22. General. If any part of these Terms is unlawful, void or unenforceable, then that part is severable and will not affect the validity and enforceability of the remaining Terms. No delay or failure to act by FCB will impair any of FCB's rights or remedies that are not expressly waived in writing. FCB will not be liable for any delay or damage caused as a result of any event beyond its reasonable control.

23. Language. The parties have expressly agreed that this agreement and also ancillary agreements, documents or notices related thereto be drafted solely only in English. Les parties aux présentes ont expressément convenus que cet accord et tout autre convention, documents soit rédigé en anglais seulement.

24. Contact Information. For any further information, please contact us at:

Chief Privacy Officer

First Canadian Benefits Health Network

Privacy Department

421 Bloor Street East

Suite #206,

Toronto, ON

M4W 3T1

or 416-929-4685