

## General Terms and Conditions of Use for the

### Presenter-Author-Reviewer (PAR) Database

Use of the **Presenter-Author-Reviewer (PAR) Database** signifies your agreement to the following terms and conditions.

#### 1. Definitions:

- a. "CCCEP" refers the Canadian Council on Continuing Education in Pharmacy;
- b. "EDUCATOR" refers to the individual submitting information and credentials regarding the presentation, authoring, and reviewing of learning activities;
- c. "Personal Information" shall have the meaning attributed to such term within the provisions of PART 1 of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 ("PIPEDA"). EDUCATOR and PROVIDER shall each comply with the provisions of PIPEDA and with their own respective privacy policies and procedures with respect to all Personal Information which is collected, used, or disclosed by either party as a result of this Agreement;
- d. "PAR" refers to the Presenter-Author-Reviewer Database;
- e. "PROVIDER" refers to the Program Provider who accesses the data in the PAR Database.

2. CANADIAN COUNCIL ON CONTINUING EDUCATION IN PHARMACY ("CCCEP") is committed to protecting, safeguarding and respecting the privacy of personal information. As such, "CCCEP" is in full compliance with the provisions of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 ("PIPEDA") and its related Regulations.

3. CCCEP is further committed to the protection of privacy by using the following security measures to safeguard personal information with which we deal:

- a. All data is securely encrypted;
- b. Passwords and User IDs are required to access our systems;
- c. Firewalls and virus scanners are used on all our systems;
- d. Automatic file back-ups are used to protect your personal information from loss or damage;

- e. Internal privacy policies and procedures are strictly adhered to; and

#### **4. Our Promise:**

- a. CCCEP will never give, share, sell, trade, loan, rent or disclose any personally identifiable information about you without your explicit permission;
- b. CCCEP will not send you promotional e-mails without your permission.

#### **5. Information We Gather and How We Use it**

- a. *Information you provide at registration:* When registering with the PAR, you will be asked to provide your e-mail address, choose a password, provide a security word to be used if a new password is required, and the name you commonly use. This information is used to create and password-protect your private account. ; This information can be updated through your Account at any future time.
- b. *Sharing of aggregate information:* CCCEP does not share any personally identifiable information with outside companies or third parties. We may, however, share non-personal summary or aggregate data information with business partners or other third parties. For example, we may inform an affiliate of the number of women who are registered with us, but we would never release the identities of these individuals;
- c. *Traffic information from site visitors:* CCCEP gathers traffic patterns and site usage information to help us develop a better understanding of users to our site and their preferences. Any information we collect is used to make our users' experience the best it can be.

#### **6. E-mail**

CCCEP uses e-mail as its primary correspondence tool. It is the Educator's responsibility to maintain a current e-mail address.

#### **7. Your Consent**

By using the PAR and the services available to you on our site, you consent to our collection and use of your information as described above. If we decide to change our privacy policy, CCCEP will post the changes on this page so that you may always be aware of our policies and will notify you when the policy is changed.

## **8. Usage Rights:**

Pursuant to this agreement, CCCEP grants the PROVIDER the non-exclusive, non-guaranteed right to search, browse, and view all contents in the PAR Database. With respect to personal information provided to CCCEP, both EDUCATOR and PROVIDER shall observe the requirements of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada), and any successor legislation and any legislation of similar effect in the Province of Saskatchewan as though that legislation were fully in force and fully applicable to both EDUCATOR and PROVIDER, and both EDUCATOR and PROVIDER shall indemnify CCCEP from all liability in connection with CCCEP's failure to do so.

## **9. ID Number and Passwords**

Access to the PAR is accomplished through the use of a member identification number and a password that will be issued to you on registration. This password should be kept strictly confidential to prevent unauthorized use. In the event of unauthorized use of your password, you agree to notify CCCEP promptly, and will remain liable for any use of CCCEP's service until CCCEP receives notification of the unauthorized use of your password.

## **10. Registration Data and Unauthorized Use**

- a. You agree to provide CCCEP with accurate, complete and updated information as required for the registration of your user account, and promptly to notify CCCEP of any change in your Registration Data.
- b. You agree to promptly notify CCCEP of any unauthorized use of your account and PAR information. You will remain liable for any use of CCCEP's service until you notify CCCEP of the unauthorized use, loss or theft.

## **11. Unauthorized Use and Sharing of the Data:**

- a. CCCEP allows the PROVIDER to download the information provided by an EDUCATOR in a portable document format for the exclusive usage by their organization regarding the presentation, authoring and/or review of their learning activities.
- b. The PROVIDER agrees that any downloaded information of an EDUCATOR will not be used or distributed for any other purpose.
- c. The information belongs to the EDUCATOR and use beyond its intended purpose may only be undertaken upon providing express consent.

## **12. Authorship and Accuracy:**

By submitting content to the PAR, the EDUCATOR certifies that all submitted content is complete and accurate. At the same time, users must be aware that all contents of the PAR have been entered and maintained by the individual Educator, and that CCCEP cannot guarantee the accuracy of the information.

## **13. Text / Data Mining:**

Text and numeric data from the PAR may not be extracted or downloaded in bulk using automated scripts or other external software tools not provided within the database resources themselves.

## **14. Penalties:**

Penalties for failure to comply with the terms of this agreement may result in loss of access to the PAR Database and the forfeiture of EDUCATOR privileges, in addition to any other appropriate legal remedies, pursuant to, among other things, the PIPEDA.

## **15. Limitation of Liability:**

Despite the agreement of both PROVIDERS and EDUCATORS to provide complete and accurate information, CCCEP cannot guarantee that the data provided by PROVIDERS or EDUCATOR is complete and accurate. CCCEP shall not be held liable for any loss or damage caused by errors or omissions or resulting from any use, misuse, or alteration of PAR data by the PROVIDER or EDUCATOR.

## **16. Termination of Rights:**

CCCEP reserves the right to remove access from any particular IP address or set of IP addresses, or to remove the database entirely from public access, at their discretion. In such an event, all EDUCATOR rights granted in this document are terminated.

## **17. Intellectual Property Rights**

Other than the content you own pursuant to these Terms and Conditions, CCCEP and/or its licensors own all the intellectual property rights and materials contained in the PAR. You are granted limited license only for purposes of viewing the material contained in the PAR.

## **18. Restrictions**

You are specifically restricted from all of the following

- a. Publishing any material obtained from the PAR in any other media;
- b. Selling, sublicensing and/or otherwise commercializing any PAR material;
- c. Publicly performing and/or showing any PAR material;
- d. Using the PAR in any way that is or may be damaging to the PAR or CCCEP;
- e. Using the PAR in any way that impacts user access to the PAR, or CCCEP;
- f. Using the PAR contrary to applicable laws and regulations, or in any way that may cause harm to the PAR, CCCEP, or to any person or business entity;
- g. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the PAR, or CCCEP;
- h. Using the PAR to engage in any advertising or marketing.

## **20. No warranties**

Usage of the PAR is provided “as is,” with all faults, and with expressly no representations or warranties, of any kind related to the PAR, CCCEP, or the materials contained herein or therein. Also, nothing contained herein shall be interpreted as CCCEP providing advice to Educators.

## **21. Limitation of liability**

In no event shall CCCEP, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of the PAR, whether such liability is under contract with CCCEP, including its officers, directors and employees, all of whom shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of the PAR.

## **22. Indemnification**

You hereby indemnify CCCEP to the fullest extent from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

## **23. Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

### **23. Variation of Terms**

CCCEP is permitted to revise these Terms at any time as it sees fit, and by using the PAR, you are expected to review these Terms regularly.

### **23. Entire Agreement**

These Terms constitute the entire agreement between CCCEP and you in relation to your use of the PAR, and supersede all prior agreements and understandings.

### **26. Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of Saskatchewan, and you submit to such jurisdiction of the courts located in Saskatchewan for the resolution of any dispute.

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