

TERMS OF USE (English)

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE ACCEPTING. ONCE YOU HAVE READ AND ACCEPTED THESE TERMS YOU WILL BE ABLE TO COMPLETE YOUR REGISTRATION WITH HEALTH SYSTEMS LEARNING.

Health Systems Learning (HSL) is an educational program developed and managed by the McMaster Health Forum, to provide online and in-person training about how to reform, renew or strengthen health systems, and how to get cost-effective programs, services and drugs to those who need them. The program is designed to build the capacity of policymakers, stakeholders and researchers who are interested in developing a range of skills including: 1) finding and using research evidence to inform their work related to prioritizing problems to address, and developing and implementing policies and programs; and 2) understanding the political factors that shape the processes underlying the prioritization of problems and the development and implementation of policies and programs. With future development, the program intends to expand its focus to include courses that will support those engaged in innovative efforts to support the use of research evidence in policy and organizational decisions. This Website represents the platform used by Health Systems Learning for providing online courses (the "Service").

ACCEPTANCE. This Terms of Use Agreement ("Agreement") is a legal agreement between you and McMaster University ("McMaster"), the owner and operator of the Health Systems Learning Website (the "Website"). The Website is accessible through a link from the McMaster Health Forum web page describing the Health Systems Learning Program. The content of the Website is hosted on a platform provided by Litmos, a learning technology provider company based in the state of California, and is maintained through a collaboration with mhealth and the Division of e-Learning Innovation (an educational research and development group within the Michael G DeGroote School of Medicine at McMaster University). You understand that the information collected about you at registration and during the online course is accessible to staff of the McMaster Health Forum and resides on Litmos' servers and is subject to the laws of both Canada and the United States.

This agreement states the terms and conditions under which you may access and use the Website. By accessing and using the Website, you are indicating your acceptance to be bound by and comply with the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Website. McMaster may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of the revised terms. You should visit this page periodically to review this Agreement.

REGISTRATION. To register, you agree that you will (i) provide McMaster with true, accurate, current, and complete information about yourself as prompted by any registration form ("Registration Data"); and (ii) maintain and promptly update the information to ensure it remains true, accurate, current, and complete. You are responsible for maintaining the confidentiality of the password and account, and for all activities that occur within your account. In consideration of use of the Service, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if McMaster has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof.

PRIVACY POLICY. Your registration with Health Systems Learning enables you to participate in online courses (and to save your progress and a record of learning activities) and in-person interactive workshops. We will not share personal information gathered on this Website or on your mailed-in course registration form for commercial purposes. It is our intention to protect against improper use of your personal information. Accordingly, McMaster and Litmos have provided safeguards for the protection and storage of the personal information you have provided. Access to your registration information is limited exclusively to those individuals who require it to process and record your registration, to course instructors and team leads who require it to support you during the training, and to those who legally require access to it under the terms of Canadian or U.S. law.

The information gathered during your activities on this Website may be grouped with other people's information so that we can make decisions about how to improve the program for other users. Your information may be used for research purposes (e.g. used in analyzing the reach and impact of a learning program), and in such circumstances will remain anonymous and presented in aggregate form. Aside from the foregoing uses, the information you provide and any other information, will be protected and used in compliance with Ontario's Freedom of Information and Protection of Privacy Act (RSO 1990) and with applicable U.S. laws, and will be disclosed only in accordance with such laws.

In addition to voluntary information provided, the Website uses Google Analytics, which is a web analytics tool that reports on how visitors interact with the Website, to collect non-personal information and data. Google Analytics collects information anonymously and reports Website trends without identifying individual visitors. Like many Internet services, Google Analytics uses first-party cookies to track visitor interactions. 'Cookies' are small text files that identify an individual computer's browser entering a website. Cookies are used to store information, such as what time the current visit occurred, whether the visitor has been to the site before, and what site referred the visitor to the web page. Browsers do not share first-party cookies across domains. The Website uses cookies only for the above-mentioned purposes and will not use them to identify users or to track usage that is not related to the Website. If you do not want a cookie placed on your computer by McMaster, you may disable cookies in the web browser configuration options. Note that it is possible that some aspects of the Website may be unavailable to you if this option is chosen.

CONTENT AND COPYRIGHT. All materials displayed or otherwise accessible through this Website and as part of the in-person workshops, including but not limited to slides, text, graphics, task sheets, videos, photos, trade-marks, logos and other materials (collectively, "Content") are protected by copyright and trade-mark laws, and are owned by McMaster and its licensors, or the party accredited as the provider of the Content. The material on this Website and provided as in-person workshop materials developed by McMaster is covered by the provisions of the Copyright Act (Canada) and by other applicable laws, policies, regulations and international agreements that address intellectual property rights. Such provisions serve to identify the information source and, in specific instances, to prohibit reproduction of materials without written permission. Except as granted in the limited licence herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website, its Content, or the content of in-person workshop materials developed by McMaster, whether in whole or in part, is prohibited without the express prior written consent of McMaster. McMaster and its affiliated parties respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us (see "Contact Us" below). The content on this Website and provided as in-person workshop materials has been provided by McMaster and/or its various affiliates for educational purposes and is not to be regarded as medical/professional advice. Though great care has gone into ensuring the accuracy and currency of all content, McMaster and/or its partners, cannot guarantee the accuracy, currency, or adequacy of the information. Accordingly, McMaster and its partners/affiliates will not be liable, under any circumstances, for the consequences of any incorrect information, opinion, or statement. Users of this site are not to accept any information as medical/professional advice and do so at their own risk.

YOUR CONTENT. The Website also provides features for registered online course users which allow you to post your Content to designated areas on the Website. "Your Content" means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our Website, for whatever purpose. You are responsible for Your Content that you upload, post, transmit or otherwise make available on the Website. The content you upload as part of the course completion (e.g., task sheets) cannot be viewed by others taking the course; they are viewable to course instructors, team leads and the website administrator.

LIMITED LICENCE. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, revocable, non-exclusive licence to access, view and use the Website for your non-commercial use, and are granted the right to download, store and print single copies of items comprising the Content of the Website and the in-person workshop materials, for your non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

DISCLAIMER OF WARRANTIES. The Website and the Content found on the Website or provided as in-person workshop materials are provided "as is" and "as available", without warranty or condition of any kind, either express or implied. McMaster expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Website and the Content, to the fullest extent permissible under applicable law. While McMaster endeavours to provide Content that is correct, accurate and timely, no representations or warranties are made regarding the Website and/or the Content including, without limitation, McMaster provides no representation or warranty that (i) the Website or Content will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the Website will be uninterrupted or error-free, (iii) that defects or errors in the Website or the Content will be corrected, (iv) that the Website will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the Website will be secure and/or not intercepted. You acknowledge and agree that you are using the Website and the Content, if applicable, at your own risk and liability.

RELEASE AND INDEMNITY. You hereby agree to release McMaster and its partners, employees, consultants, agents, and licensors from, and in no event shall any or all of McMaster and its partners, employees, consultants, agents, or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the Website, the Content or otherwise relating to this Agreement (including any breach by you thereof) and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Website. You will indemnify and hold harmless McMaster and its partners, employees, consultants, agents, or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Website, the Content or otherwise relating to this Agreement (including any breach by you thereof). You will also indemnify and hold harmless McMaster and its partners, employees, consultants, agents, or licensors from and against any claims brought by third parties arising out of your use of the Website or the Content found on the Website or provided as in-person workshop materials.

GOVERNING LAW AND JURISDICTION. The Website is operated by McMaster within the Province of Ontario, Canada. By accessing or using the Website, you agree that all matters relating to your access to, or use of, the Website and its Content shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of the Website.

TERMINATION. McMaster may, in its sole discretion, cancel or terminate your right to use the Website, or any part of the Website, at any time without notice. In the event of termination, you are no longer authorized to access the Website or the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to both Content and the Website set out in this Agreement shall survive. McMaster shall not be liable to any party for such termination.

ENTIRE AGREEMENT. Except for any agreement in respect of Content, this is the entire agreement between you and McMaster relating to your access and use of the Website, its content, and the Content of in-person workshop materials.

GENERAL. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force and effect without being invalidated in any way. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. McMaster will not be considered to have waived any of its rights or remedies described in this Agreement unless the waiver is in writing and signed by McMaster. No delay or omission by McMaster in exercising its rights or remedies will impair McMaster's rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. McMaster's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of McMaster's right to subsequently enforce such provision or any other provisions of this Agreement. The headings used in this Agreement are included for convenience only and have no legal or contractual effect.

CONTACT. If you have any questions regarding the Terms of Use you may direct them to:

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