

## **Transforming Learning, Revolutionizing Healthcare**

### **Terms and Conditions**

**Effective Date of Last Review:** February 17, 2023

#### **1. Introduction**

The Centre for Faculty Development (CFD) was founded in 2002 as a partnership between St. Michael's Hospital (now known as Unity Health Toronto) and the University of Toronto (UofT), Temerty Faculty of Medicine. The Centre is positioned as an Extra Departmental Unit (EDU) within UofT and is known for the strength and relevance of its programming and its internationally recognized scholarship. We provide flexible and adaptable programming that is responsive to emerging needs, facilitates communities and networking, and supports capacity building across the system.

These terms and conditions represent our commitment to privacy, transparency and accountability. In support of our community and program participants, we continue to evolve privacy practices to meet the highest industry standards.

#### **2. Agreement to Terms**

- 2.1 These Terms and Conditions ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Unity Health Toronto ("we", "us", or "our"), concerning your access to and use of the website [<https://centreforfacdev.ca/>] including all content thereon, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (collectively, the "Site"). You agree that by accessing, browsing, or using the Site, you have read, understood, accept, and agree to be bound by all of these Terms.
- 2.2 We may amend the Terms at any time without notice. The most up-to-date version will be available on this website and will reference the date of last review. It is your responsibility to review the current posted version of the Terms each time you use the Site as you will be bound by such amendments. Please exit the Site immediately if you do not accept or agree to the Terms.
- 2.3 Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference.
- 2.4 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

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2.5 Additionally, this document houses the CFD program and workshop policy regarding registration, cancellations, and payment.

2.6 By using this platform, you consent to the terms and conditions outlined below.

### 3. Use

3.1 Materials on the Site were produced and/or compiled for the purpose of providing visitors and users with access to information about the programs and the workshops, events, and programs offered by us. You shall not, without our prior written permission, use the Site for purposes other than your own personal, non-commercial use. You acquire absolutely no rights or licence to the Site other than the limited right to use the Site in accordance with the Terms. You shall not use the Site for any purpose except as expressly provided herein.

3.2 We reserve the right to change, suspend, remove, or disable your access to or your account at any time without notice. In no event will we be liable for the removal of or disabling of your access to the website or any event, program, or workshop. We may also impose limits on the use of the website and its contents without notice or liability

3.3 You are responsible for maintaining and protecting backups of your information and that we are not responsible for exportation of, the failure to store, the loss of, or the corruption of your information.

#### *Acceptable Use*

3.4 Except to the extent expressly permitted in this Agreement, you may not, in whole or in part, (i) reproduce, modify, adapt, translate, upload, copy, create derivative works of, or use for a commercial purpose the Site or its contents, including content received from a workshop, event or program; provided, however, that you may use any materials provided with a purchase for your personal use; (ii) modify, sell, rent, lease, license, transfer, or otherwise provide access to your account or the content on the Site; (iii) alter, remove, or cover any trademark, copyright, or other notices, legends, symbols or labels on the Site or its contents; (iv) copy, reproduce, or reuse the Site or its contents in another product or service, or modify, alter, or display in any manner any files or images, or parts thereof; (v) attempt to gain unauthorized access to the Site or accounts, computer systems or networks associated with the Site; (vi) 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 it (e.g., doxing); (vii) use the Site or its contents in any way that is in breach of this Agreement or any law; (viii) use the Site or its contents in any way that infringes, violates, or misappropriates the rights of any third-party, including another user; (x) decompile, disassemble, decrypt, extract, reverse engineer the Site's software, or otherwise attempt to recreate or derive the source code, underlying ideas, or algorithms of software; and/or (xi) assist or authorize any third party in doing any of the above.

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3.5 You understand and agree that: (i) the Site is not designed or customized for distribution or use, as applicable, in any specific country or jurisdiction; and (ii) the Site is not intended for distribution to, or use by, any person or entity in any territory where such distribution or use would be contrary to local law or regulation. You must use the Site in a manner that is compliant with local laws.

### *User Accounts*

3.6 You agree (i) to provide true, accurate, current and complete information about yourself as prompted by any registration form or profile page; and (ii) to maintain and promptly update the information you provide to keep it true, accurate, current and complete. If we suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend, block or terminate your access to and use of the Site.

3.7 To access our services, you must have an account associated with a valid email address and (as necessary) a valid form of payment. Unless explicitly permitted otherwise, you will only create one account per email address. You are responsible for maintaining the confidentiality of your password and account, and are responsible for all activities that occur under your password or account. You must notify us immediately of any unauthorized use of your password or account or any other breach of security. Ensure that you exit from your account at the end of each session. We are not liable for any loss, damage, or claim arising from your failure to protect your password or account information.

3.8 When creating an account, you will be asked to register with us and provide private information in the form of a unique user name, password, and profile page. We may refuse to grant you, and you may not use, a user name, email address or screen name that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person; that violates the intellectual property or other rights of any person, that is offensive, or that we reject for any other reason at our sole discretion.

3.9 You acknowledge and agree that we have the right to maintain, disclose, use and otherwise provide your user information to any person to the extent: (a) required to do so by law; (b) as permitted by you; (c) as contemplated in these Terms, Privacy Policy (and any Cookie Policy); (c) as needed to provide the services offered; (d) for our legitimate business interests (e.g, modifying or improving our services, data analytics, identifying usage trends, systems security); (d) if we reasonably determine that such maintenance, use, disclosure or distribution is reasonably necessary to (i) enforce these Terms, or (ii) respond to claims or allegations that your access to, or use of, the Site, its content, or any of your content submission violates, infringes, or misappropriates any right of any person; or (f) if required to protect the rights, property, or personal safety of us, our users, or the public.

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### 4. Content Submissions

- 4.1 By storing, uploading or submitting any materials, posts, content, information, files, or messages to the Site, including through content generation or submission mechanisms, such as but not limited to forms, blogs, wikis, forums, chats, commenting, video uploads and photo submissions, you automatically grant us the non-exclusive, worldwide, royalty-free, fully-paid, transferable license to use and process those materials to assist with the necessary operation and function of the Site, to improve the Site and its services, and for any purposes set for in these terms or pursuant to the Privacy Policy, which is incorporated by reference. Such license shall apply with respect to any form, media, or technology now known or later developed.
- 4.2 In addition, search engines may index your content. Please think carefully about your intent and the consequence of the publication of any of your content.
- 4.3 You agree that all materials, including but not limited to information, data, text, software, music, sounds, graphics or video which you publicly post or privately transmit are your sole responsibility as the originator of such content, or that you have the license or legal right to post or transmit the aforementioned. You agree that you will not upload, post, transmit, store or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party, or is otherwise unlawful in Canada or your jurisdiction.
- 4.4 If you are a minor, you must have permission from your parent or guardian to upload any content to the Site through content generation or submission mechanisms. We may request a parent's or guardian's email address from anyone who uploads any materials for the purpose of verifying with the parent or guardian that he/she has in fact given permission for such uploading. In the event that material is uploaded without permission, all uploaded material may be removed immediately and without notice.
- 4.5 When you participate through content generation or submission mechanisms, you can never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. We are not responsible for the content or accuracy of any information and is not responsible for any reliance or decisions made by you or any other person based on such information.

#### *Prohibited Content*

- 4.6 We may remove any of your information, data, files or content we believe, in our sole discretion is (a) a virus, cookie, spyware, or other program, software or code that would not be permitted by us, (b) offensive and/or likely to expose an individual or a group of individuals to hatred or contempt on the basis of race, national or ethnic origin, colour, religion, sex, sexual orientation, age, mental or physical disability, or other protected ground, (c) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or sexually explicit, hate speech, threats or threatening, harassment, personal attacks, insults and defamatory statements, or content suggesting or showing the commission of a criminal or illegal act, (d) used to cause offense, defame

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or harass, or (e) infringing the intellectual property rights or any other rights of any third party. Posting, submitting, transmitting, sharing, or otherwise using the Site to engage in such conduct is prohibited.

### 4.7 When sharing content on our Site, please:

- Be respectful and courteous.
- Respect other people's privacy by not including personal information in your content (such as phone numbers and email addresses that is not your own) or private dialogue.

### 4.8 If you violate any of these guidelines, we may choose to not accept your content, remove your content, and/or may suspend or block your access to the Site, including suspending your account and any purchases.

## 5. Security

### 5.1 Any information sent or received over the Internet is generally not secure. We cannot guarantee the security or confidentiality of any communication to or from the Site. We are not responsible for the security of any information stored or transmitted on or by your device, your device carrier or your device network. It is your responsibility to secure your device.

### 5.2 For more information regarding security of your data and the rights to your data, please refer to our [Privacy Policy](#).

## 6. Disclaimers

### 6.1 Your use of the Site is at your sole risk and liability. The Site is provided "as is" and "as available", and without warranties, representations of covenants of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement of third party rights, fitness for a particular purpose, that defects or errors (be it human or computer) in the Site will be corrected, any warranties that access to the Site is uninterrupted or error-free, that the Site is secure or free of viruses or other harmful material, or that information on the Site is complete, accurate or timely.

### 6.2 We do not assume responsibility for third party hardware, software and systems, services or content beyond our control, including, without limitation, your device or network.

## 7. Linking

### 7.1 The Site may contain links to third party websites. These links are provided solely as convenience to you and not as an endorsement by us of any third-party website or the content, services, goods, cookies, material, or software thereof. We are not responsible for the content of any third party website and do not endorse the information contained therein or guarantee its legality, suitability, quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose.

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7.2 We do not wish to be linked to or from any third party website by you, or have you post external links to a third party website, which contains, posts, or transmits any unlawful or indecent information of any kind, including, without limitation (i) that would be in breach of these Term, (ii) any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, provincial, territorial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility, or integrity of us, or (iii) any website which contains, posts, or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, or other proprietary rights. We reserve the right to prohibit or refuse to accept any link, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have upon our request.

### **8. Ownership and Intellectual Property**

8.1 All content, designs, graphics, pictures, illustrations, software, artwork, video, sound, names, words, titles, phrases, logos and marks displayed on the Site are owned by us, its licensors, or the party accredited as owner, and are protected by copyright, trademark and intellectual property laws and treaty provision laws.

8.2 You acknowledge and agree that you have no right, title, or interest in or to any intellectual property or other proprietary rights in or relating to the Site. You further acknowledge and agree that no title to the Site, or any part of the Site, is granted pursuant to this Agreement.

### **9. Copyright and Trademark Notices**

9.1 ©Unity Health Toronto, ©Temerty Faculty of Medicine, and ©University of Toronto. All rights reserved. No part of the Site may be reproduced, modified, distributed, sold, published, broadcast, or retransmitted in any form without the prior written consent of Unity Health Toronto or University of Toronto.

9.2 The above brandmarks are registered by Unity Health Toronto and University of Toronto respectively. Other names, words, titles, phrases, logos, designs, graphics, icons and brandmarks displayed on the Site or its materials may constitute registered or unregistered Official marks of Unity Health Toronto and University of Toronto

### **10. Limitation of Liability**

10.1 Unity Health Toronto, University of Toronto and our respective governors, directors, officers, employees, contractors and agents are not responsible or liable to you for any damages, harm or injury whatsoever, including without limitation personal injury, death, direct, indirect, incidental, special or consequential damages, lost profits, damage to reputation or goodwill, economic loss (anticipated or otherwise), or damages

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resulting from lost data or business interruption, arising from, in connection with, or relating to (a) your use of or inability to use the services, Site or any content, materials or information obtained on, from, or through the Site, including as a result of any (i) termination or suspension of this agreement or your use of or access to the services or Site, (ii) our discontinuation of any or all of the services, or (iii) without limiting any obligations under the Terms, any unanticipated or unscheduled downtime of all or a portion of the Site or services, or (b) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data; irrespective of the nature of the cause of action or claim, whether based on warranty, breach of contract (including fundamental breach), tort, negligence, gross negligence, strict liability, or other legal theory, regardless of whether any indemnitee has been negligent or advised of the possibility of such loss or damages. In any case, our and our affiliates' and licensors' aggregate liability under this agreement will not exceed the amount you actually pay us under this agreement for services that gave rise to the claim during the 12 months before the liability arose. The limitations in this section 10 apply only to the maximum extent permitted by applicable law.

### 11. Indemnification

11.1 You shall defend, indemnify, and hold harmless Unity Health Toronto, University of Toronto and our respective governors, directors, officers, employees, contractors, and agents from and against any and all claims, actions, or demands, and all liabilities, damages, losses, costs and expenses (including but not limited to legal and accounting fees) arising out of or relating to your browsing or use of the Site, content that you transmit to or via the Site, or your breach of any of the Terms or Privacy Policy. We shall control the defence of any matter which is subject to indemnification by you and you shall co-operate as fully as reasonably required by us.

### 12. CFD Data Collection and Usage

12.1 We collect several categories of Personal Data including data you provide (for example your demographic data) and data collected automatically (potentially including location data). Personal Data, also known as personal or personally identifiable information, is all information related to an identifiable person. Types of Personal Data we collect include: Name, Email, Affiliations (i.e. academic, hospital etc.), Identity (i.e. ethnicity, gender etc.) etc.

12.2 You provide us with most of the data we collect. We collect data and process data when you:

- Email or call us
- Register online and create an account and profile page
- Place an order for any of our products or services
- Subscribe to our newsletter
- Voluntarily complete a survey, form or provide feedback on any of our message boards or via email

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- Voluntarily participate in research that requests additional data
- Use or view our website, even without an account, via your browser's cookies and analytics tools
- From our third-party service providers

12.3 We may collect the following data upon your registration for a CFD account or event, or upon completion of an event:

- Personal identification and contact information (name, email address, phone number, location, etc.) when you create an account or contact us;
- Demographics, and profile information, (affiliations, gender, ethnicity, etc.) when you request information, contact us, purchase/request a product or service, create an account profile;
- Financial and transaction information (postal address, telephone number, payment information, etc.);
- Activity information about your use of our sites, such as the content you view or post, how often you use our services or purchase products, and your preferences;
- Evaluation or feedback for quality improvement purposes (surveys, focus groups etc.)

12.4 We may collect your Personal Data with third-party service providers, and/or transfer your data between these providers, to perform services on our behalf or for your benefit, such as:

- Event registration and coordination (e.g. Arlo Training Management Software for event registration)
- Marketing and promotions (e.g. Mailchimp for CFD newsletter)
- Communication with current participants and faculty
- Payment processors (e.g. Payal for program or event fees payment)
- Alumni outreach and engagement
- Evaluation or quality improvement (e.g. SurveyMonkey for post session surveys)

Websites and other third parties may use cookies, and similar technologies to collect or receive information from this website and elsewhere on the internet and use that information to provide measurement services and target ads.

12.5 We use the information, or data, we gather from you for:

### *12.5.1 Administrative and Systems Management*

- create and manage your account
- systems administration
- respond to your emails or inquiries
- detect activities that may violate our Terms of Use
- perform necessary operations to maintain our services, including to troubleshoot software bugs and operational problems
- retain and evaluate information on your recent visits to our website and how you move around different sections of our website for analytics purposes to understand how people use our website so that we can make it more intuitive

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- monitor and analyze usage and activity trends
- alumni archive
- demographic data, we use to examine how CFD programs reach diverse groups and identify potential disparities in experiences

### 12.5.2 Event Registration and Payment

- process payments
- event registration and coordination

### 12.5.3 Communication

- automated responses from platforms (e.g. event details, registration reminders, confirmation of account creation)
- communication with current and previous CFD participants (e.g. email)
- maintaining alumni, participant and faculty registry of your name, role, and CFD event or program enrollment and/or completion, to be communicated on the website or within periodic reports (you can withdraw consent for its public display by contacting [cfid@smh.ca](mailto:cfid@smh.ca), but the record of your enrollment/completion will be retained and archived)

**We will never contact you to ask for your CFD account password.**

### 12.5.4 Marketing

- marketing and promotions you have subscribed to receive (e.g. sending our newsletter; email, social media); we do not use sociodemo data for marketing (only name/email)
- We would like to send you information about us and our services that we think you might like; if you have agreed to receive our Newsletter, you may unsubscribe at any time by emailing [cfid@smh.ca](mailto:cfid@smh.ca).

### 12.5.5 Evaluation

- contact you for evaluation and questionnaires
- to better understand the efficacy, quality, and equity of our educational practices and programming
- evaluation data (e.g. post session surveys) may be linked with demographic data in order to explore questions about how our programs reach and serve diverse groups; we neither analyze nor report data about individual participants.

### 12.5.6 Accreditation

- For all accredited programs, we provide the Continuing Professional Development (CPD) office in the Temerty Faculty of Medicine at the University of Toronto with participant names for the purposes of credits and certificates at CME/UofT. If you do not wish to have your information shared, please contact [cfid@smh.ca](mailto:cfid@smh.ca).

### 12.5.7 Non-marketing communications

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- If you send us an email, the email address you provide may be used to send you information, respond to inquiries, and/or other requests or questions. We will not share or sell your email address for commercial purposes without your permission.
- We may use personal data to generate and provide you with receipts; inform you of changes to our terms, services, or policies; or send other communications that aren't for the purpose of marketing the services or products of us or our partners.
- Non-personally identifiable user or visitor information may be collected and/or shared with third-party vendors to the extent necessary to provide and improve our services. For example, we use third parties such as Google Analytics to identify site usage. We prohibit any third parties who receive user information for this purpose from using or sharing user's personal information for any purpose other than providing services for the benefit of our users.
- We may provide your information to our service providers in order for us to give you the services requested and process your information on our behalf.
- We may also provide your information to third parties in circumstances where we believe that doing so is necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request; detect, prevent or otherwise address fraud, security, or technical issues; or protect our rights and safety and the rights and safety of our users or others.
- We may use personal data to investigate or address claims or disputes relating to use of our services, to satisfy requirements under applicable laws, regulations, or operating licenses or agreements, or pursuant to legal process or governmental request, including from law enforcement.

And for the other purposes described in this policy, [Privacy Policy](#), and [Cookie Policy](#).

12.6 For more information of the collection of your personal data and the use of third-party service providers, please see our [Privacy Policy](#).

### 13 Research

13.1 We may collect, use and share your personal data as part of a research study in which you have explicitly consented to participate as a research subject. Before any personal data are collected for research purposes you will be provided a consent form relating to the specific research project that explains the types of data collected and the purposes for which such data will be processed and shared. In such a case, the description of the collection and use of your personal data provided in the consent and/or authorization form will replace the information provided here.

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### 14. Paid Event Policy

- 14.1 Registrations are accepted on a first-come, first-served basis for all events (workshops, programs, conferences, etc.) with a limited capacity. Specific events may have designated spaces for registered program participants or CFD members.
- 14.2 Please review the registration costs associated with all CFD events. Some events are free and others will require CFD membership or payment to register and access.
- 14.3 Payment for all events and membership must be received in full at the time of registration if paying via credit card through the website. If a registrant's credit card payment is not processed successfully at the time of registration, the registrant will be re-issued an invoice and new payment due date. If payment is not received by that date, registration will be cancelled to ensure access to other participants. If space remains available, the individual is able to re-register and complete the payment.
- 14.4 If payment is being made via cheque, the CFD will indicate a payment deadline. If the payment is not received by that date, registration will be cancelled to ensure access to other participants. If space remains available, the individual is able to re-register and complete the payment.

If you have any questions regarding payment, please contact [cfid@smh.ca](mailto:cfid@smh.ca).

### 15. Cancellations and Refund Policy

#### 15.1 Workshops

##### Non-CFD Members

- 15.1.1 Refunds will not be issued for cancellations of workshops made by the registrant. If a registrant cancels a registration, a voucher (with a value of equal amount) will be issued, which can be used to register for a future workshop within one calendar year of the original workshop date.
- 15.1.2 Cancellation requests must be made no later than five business days before the workshop date to receive a credit. Cancellation requests issued within five business days of the workshop start date will not be provided with a credit and will forfeit the registration fee in its entirety. Registration is non-transferable.
- 15.1.3 Exceptions for refunds are determined on a case-by-case basis (please contact [cfid@smh.ca](mailto:cfid@smh.ca)). Determinations by the CFD will be made without reasons provided.

##### CFD Members

- 15.1.4 When using one of their two free workshops available with membership, CFD Members can cancel their workshop registration at any time without losing one of their two free workshops.
- 15.1.5 Once CFD Members have used their two free workshops and are paying for workshop registration, refunds will not be issued for cancellations of workshops made by the registrant. If a registrant

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cancels a registration, a voucher (with a value of equal amount) will be issued, which can be used to register for a future workshop within one calendar year of the original workshop date.

- 15.1.6 Cancellation requests for CFD Members can be made at any time leading up to the workshop to receive a voucher.

### 15.2 Conferences

- 15.2.1 Due to high demand, all cancellations must be requested by the registrant two weeks before the conference start date to receive a refund. If a cancellation is requested within two weeks of the conference start date, the participant forfeits all fees paid.
- 15.2.2 Exceptions for refunds are determined on a case-by-case basis (please contact [cfid@smh.ca](mailto:cfid@smh.ca)). Determinations by the CFD will be made without reasons provided.

### 15.3 Programs

- 15.3.1 Due to high program demand, all short course programs (programs that are less than one month in duration) cancellations by the registrant must be requested at least two weeks before the program start date to receive a refund.
- 15.3.2 All longitudinal program (programs that are greater than one month in duration) cancellations by the registrant must be requested at least two months before the program start date to receive a refund. If a cancellation is requested within two months of the longitudinal program start date, the participant forfeits all fees paid.
- 15.3.3 Exceptions are determined on a case-by-case basis. Determinations by the CFD will be made without reasons provided. See below for payment information specific to the NEAL program.

### 15.4 NEAL Program

- 15.4.1 The CFD will retain a processing fee of \$350 for registrants who withdraw from the NEAL program up to one month before the program start date and a processing fee of \$1,000 for registrants who withdraw from the program within one month of the program start date. All other fees will be refunded.
- 15.4.2 No refunds will be issued should a cancellation occur after the program start date. Exceptions for refunds are determined on a case-by-case basis (please contact [cfid@smh.ca](mailto:cfid@smh.ca)), in consultation with the program lead and coordinator. Determinations by the CFD will be made without reasons provided.

### 15.5 Membership

- 15.5.1 Refunds will not be issued for cancellations of membership made by the registrant.

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### **15.6 Event Cancellation by the CFD**

- 15.6.1 The CFD reserves the right to cancel any program, workshop, or event due to low registration or circumstances beyond the CFD's control. In the event of a cancellation, registrants will be notified and offered the option to switch to an alternative program, workshop, or event (if applicable) or receive a full refund.
- 15.6.2 The CFD is not liable for any losses, damages, liability, suit, or other expenses that cancellations may cause, including but not limited to any travel and accommodation expenses the registrant may have incurred to attend a program, workshop, or event.
- 15.6.3 Any cancellations that the CFD must make once a program, workshop or event has already begun, will be postponed, credited, refunded, or any of mix of the aforementioned as communicated by CFD at its discretion.

### **16. Temporary Suspensions**

- 16.1 We may suspend your right to access or use any portion or all of the Site, service, or your account if we determine:
  - 16.1.1 your use of the Site, service or participation in CFD events (i) poses a security risk to us or any third party, (ii) could adversely impact our systems, the service, or the systems or content of any other user, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
  - 16.1.2 you are in breach of these Terms or Privacy Policy; and/or
  - 16.1.3 you are in breach of your payment obligations
- 16.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the services:
  - 16.2.1 you remain responsible for all fees and charges you incur during the period of suspension; and
  - 16.2.2 you will not be entitled to any service credits or refunds for any period of suspension

### **17. Termination**

- 17.1 We may in our sole discretion restrict or terminate your access to the Site at any time, without notice. In addition to the foregoing, we may restrict, block or terminate your account and/or access to our Site if:
  - (a) we are prevented from providing the Site or its content to you due to any law, regulation, directive, or ruling from any governmental or regulatory authority;
  - (b) in our sole discretion, we determine that it is in our interest to stop providing any or all of the Site or its content; or
  - (c) you use the Site in a manner inconsistent with these Terms.
- 17.2 In the event of termination, you are no longer permitted to access the Site. We are not liable to any party for such termination. You remain responsible for all fees and charges you have incurred through to the termination date and for any fees and charges you incur during the post-termination period.

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### *Deleting My Account*

- 17.3 Unsubscribing from our communications and newsletters does not delete your account. As our services are aimed at continuing education for adults, our users may be inactive for long periods of time. For the benefit of our users, accounts are not deleted due to inactivity. If you wish to delete your account, please contact [cfid@smh.ca](mailto:cfid@smh.ca). However, any information which you have already provided or was collected from you will still be kept.
- 17.4 Any public postings or comments you've made, including any content you've provided on or via our Site, will also remain public even if you delete your account. Public disclosure of your alumni status on our website will also continue unless you withdraw your consent.

### **18. Governing Law**

- 18.1 The Terms of the Site and any dispute of any sort that might arise between you and us relating to the Site or services are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and these laws apply to the use of the Site and our services, notwithstanding your domicile, residency or physical location. You hereby attorney to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

### **19. Miscellaneous**

- 19.1 You may not assign this Agreement or the rights under this Agreement.
- 19.2 Any failure to insist upon or enforce strict performance of any provisions of the Terms is not to be construed as a waiver of any provision or right.
- 19.3 If any of the provisions contained in the Terms is determined to be void, invalid, or unenforceable, then such determination does not affect the remaining provisions.
- 19.4 The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.
- 19.5 The terms and conditions contained in this Agreement that are necessary for the interpretation hereof, or the nature and intent of which is to survive termination or expiration of this Agreement, will survive termination or expiration of this Agreement.

Version 2.0; Feb 17, 2023

