

TERMS AND CONDITIONS

The following are the terms and conditions for using the database offered by the Canadian Caregivers Association (CCA) on www.cca-acaf.ca. The Canadian Caregivers Association will be referred to as “CCA”. The database service will be referred to as “The Database”. Please read the terms and conditions carefully. The Database is provided to individuals who are of the age of consent according to the laws of the State in which they reside.

1. MEMBER ACCOUNT, PASSWORD, AND SECURITY

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form. You will also choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify the CCA upon your learning of any unauthorized use of your account or any other breach of security.

2. DESCRIPTION OF SERVICE

The Database is an on-line caregiver matching service which allows users to search CCA’s database either to obtain employment opportunity leads or to search for applicants.

3. MEMBER PRIVACY

It is CCA’s policy to respect the privacy of its members. The CCA will not monitor, edit, or disclose any personal information about any user nor will the CCA disclose any information about the use of The Database by any user without that user’s prior permission unless CCA has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of the CCA; (3) enforce these Terms and Conditions; or (4) act to protect the interests of its members or others.

You agree that CCA, from time to time, must access your account, including its contents, in order to perform in accordance with the terms and conditions as stated in these Terms and Conditions or to respond to service or technical issues.

4. MEMBER CONDUCT

As a condition of using of The Database, you warrant to CCA that you will not use The Database for any purpose that is unlawful or prohibited by the Terms and Conditions.

The Database is provided to individuals and companies in the recruitment business only. You agree to use The Database only to send and receive personal messages. Any unauthorized commercial use of The Database, or the resale of its services, is expressly prohibited. Agencies agree to use The Database only as a recruiting source and must utilize their own agency materials when presenting to clients.

You agree to abide by all applicable local, state, national and international laws and regulations and you are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through The Database. By way of example, and not as a limitation, you agree not to:

Use The Database in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;

Advertise or offer to sell or buy any goods or services for any nonpersonal purpose;

Harvest or otherwise collect information about others, including email addresses, without their consent;

Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Database member any directory of The Database members or other user or usage information or any portion thereof other than in the context of the use of The Database as permitted under the Terms and Conditions;

Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents;

Interfere with or disrupt networks connected to The Database or violate the regulations, policies or procedures of such networks;

Attempt to gain unauthorized access to The Database, other accounts, computer systems or networks connected to The Database, through password mining or any other means.

Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from Canada through The Database.

Interfere with another member's use and enjoyment of The Database or another individual's or entity's use and enjoyment of similar services. CCA has no obligation to monitor The Database or the use of The Database by any user nor does CCA have any obligation to retain the contents of any user session. However, CCA reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

5. LINKS TO THIRD PARTY SITES

THE LINKS INCLUDED WITHIN THE DATABASE MAY LET THE USER LEAVE THE DATABASE WEB SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF CCA AND CCA IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. CCA IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. CCA IS PROVIDING THESE LINKS TO THE USER ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ANY ENDORSEMENT BY CCA OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

6. DISCLAIMERS/LIMITATION OF LIABILITY

CCA does not meet or screen any applicant or employer using this site. You assume full responsibility for the hiring process. Advice given through this website should not be substituted for independent legal or professional counsel. The advice provided by this website is intended as a guide for employers, applicants and agencies to aid them in a hiring process. The information and services included in or available through The Database may include inaccuracies or typographical errors. Changes are periodically added to the information herein. CCA and/or its respective suppliers may make improvements and/or changes in The Database at any time.

CCA does not represent or warrant that The Database will be uninterrupted or error-free, that defects will be corrected, or that The Database or the server that makes it available are free of viruses or other harmful components. CCA does not warrant or represent that the use or the results of the use of The Database or the materials made available as part of The Database will be correct, accurate, timely, or otherwise reliable.

You specifically agree that CCA shall not be responsible for unauthorized access to or for the alteration of transmissions, data or any material sent or received or not sent or received, or any transactions entered into through The Database. You specifically agree that CCA is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or for any infringement of another's rights, including intellectual property rights. The user specifically agrees that CCA is not responsible for any content sent using and/or included in The Database by any third party.

CCA acts as a passive conduit for the online distribution and publication of information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users.

CCA AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE DATABASE FOR ANY PURPOSE. THE DATABASE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CCA AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE DATABASE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL CCA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE DATABASE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE DATABASE OR RELATED WEB SITES, WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE DATABASE, OR WITH ANY OTHER USE OF THE DATABASE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CCA OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE DATABASE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE DATABASE AND ITS RELATED WEB SITES.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MIGHT HAVE ARISING OUT OF OR RELATED TO THIS SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, ANY AND ALL OF YOUR CAUSES OF ACTION ARE PERMANENTLY BARRED.

7. INDEMNIFICATION

You agree to indemnify and hold CCA, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of the users use of or conduct on The Database.

8. TERMINATION

CCA may terminate your access to any part or all of The Database and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

If you wish to terminate your account, your only recourse is to not renew your membership or send CCA a message with your wish to terminate the account.

At such time as the use of The Database is discontinued, CCA shall have no obligation to maintain any of the content relative to your account, nor shall CCA have any obligation to forward any unread or unsent messages to you or any third party.

9. NO SPAM; DAMAGES

CCA will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, then you agree to pay CCA liquidated damages of \$5 (US) for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay CCA 's actual damages, to the extent such actual damages can be reasonably calculated.

10. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings you might have with advertisers on The Database or with promotions offered to you, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. CCA shall not be responsible or liable for any part of any such dealings or promotions.

11. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by The Database, by CCA, or CCA's advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content only for your personal, non-commercial use, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through The Database and its associated Web sites, including code and software.

12. MODIFICATIONS TO TERMS OF SERVICE, MEMBER POLICIES

CCA reserves the right to change the Terms and Conditions or policies regarding the use of The Database at any time and to notify the user by posting an updated version of the Terms and Conditions on this Web site. The users are responsible for regularly reviewing the Terms and Conditions. Continued use of The Database after any such changes shall constitute their consent to such changes.

13. COPYRIGHT AND TRADEMARK NOTICES:

You acknowledge and agree between you and The Database, that CCA owns all of the forms, documents and the contents of this Database (hereinafter "Documents"). You agree that no right, title or interest in or to any trademark, service mark, logo or trade name of CCA is granted under this Agreement and that title to all such documents is retained by CCA. You agree, stipulate and consent that all Documents are copyright protected and are trademarks owned by CCA and that you will not reproduce, modify or publish any and all of the Documents for any commercial purpose without the express written consent of CCA.

14. GOVERNING LAW, JURISDICTION AND VENUE

Use of The Database is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. This agreement is governed by the laws of the Province of Ontario CCA and exclusive venue for any dispute arising out of the use of The Database shall be in a court in the City of Toronto, Ontario. By consent of the parties, no other court or tribunal in this country or in any other country shall have jurisdiction relative to any dispute arising out of this Database.

15. GENERAL

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CCA as a result of this agreement or use of The Database. CCA 's performing of The Database is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CCA's right and/or obligation to comply with governmental, judicial and law enforcement requests or requirements relating to your use of The Database or to the information provided to or gathered by CCA with respect to your use of The Database.

16. SEVERABILITY

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

17. INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CCA with respect to The Database and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CCA with respect to The Database.

18. LANGUAGE

It is the express will of the parties that this agreement and all related documents have been drawn up in English. The section titles in the Terms and Conditions are solely used for the convenience of the parties and have no legal or contractual significance.

19. BINDING

This agreement shall be effective to bind you, your assigns, agents, representatives, successors, employees and any and all other persons acting on your behalf. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.