

# Terms of Use

## Summary

Below is a short overview of the Terms of Use for MyCompass (The Platform). This overview has been separated into user notices and responsibilities. This is not a complete summary of the Terms of Use, which can be found below in full. Please read the entire Terms of Use carefully and contact us with any questions.

## User Notices

The Platform is a secure online platform, provided by MyCompass Planning Inc. (the Company), that enables individuals with disabilities and others in their lives like family members, friends, support agencies, support workers, health care providers and administrators the ability to share information that helps to create person directed plans and follow up on how plans unfold.

Only individuals, guardians, family members, support agencies and workers, health care providers, administrators and others who have signed a consent to release of information form with the Company will be granted access to the Platform, including the ability to share content and information.

The Company will not be liable for any Users' actions or omissions, including health care providers, support agencies and support workers engaged through this Platform that result in harm, damages or losses of any kind.

The Platform does not endorse any treatments, support plans, or health care services. Rather, it is a secure web application that provides tools to Users to help create person directed plans.

The Company retains ownership over all of the intellectual property associated with the Platform, including all intellectual property rights pertaining to our brand.



Users retain ownership of all content they post or otherwise make available on the Platform.

By posting or displaying Content (including text, pictures and video, as defined below) on the Platform, Users grant us a free license to use, distribute and show the Content on the Platform.

Use of the Platform is entirely at the discretion of Users.

## User Responsibilities

The information hosted on the Platform is sensitive, private and confidential. We take steps to maintain confidentiality, but we require Users to actively take steps to keep all information safe and confidential. For more information on how we keep information secure, please see our Privacy Policy [hyperlink].

It is the User's responsibility to keep their user accounts and passwords strictly confidential. This means users must not share their passwords with anyone.

We are happy to answer questions to help you understand the Terms of Use. Feel free to contact us at any time by emailing [hello@mycompassplanning.com](mailto:hello@mycompassplanning.com) and please do not use the site until you are fully comfortable with these terms.

## Terms of Use.

MyCompass (the Platform) is a web application and secure online platform that enables individuals with disabilities, family members, friends, support agencies, support workers, health care providers, and administrators the ability to share information that helps facilitate person directed planning and follow up on how plans unfold ("MyCompass" or the "Platform"). The Platform is located at <http://<subdomain>.mycompassplanning.com>, and includes all connected websites. The Platform is owned and operated by MyCompass Planning Inc. ("the Company", "we" or "us").



This document (the "Terms of Use") governs your use of the Platform, as well as the products, information, and services provided by us through the Platform (the "Services").

The Terms of Use form a binding legal agreement between you and the Company in relation to your use of the Platform and the Services.

By accessing any part of the Platform you agree to be bound by these Terms of Use. You are also confirming that you have read and understood the Terms of Use.

If you do not agree to or understand all the provisions, terms and conditions set out below, then you may not access the Platform or use any of our Services.

## Definitions.

"Agreement" means all of the provisions, terms, conditions and notices contained or referenced in the Terms of Use, and all other MyCompass rules and policies (including but not limited to the Privacy Policy) and procedures that may be published on the Platform and revised from time to time.

"Content" means any content featured or displayed throughout the Platform, including but not limited to text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features and other materials that are available on the Platform.

"Family/Friend" means a family member or a friend of an Individual who has been authorized by the Individual, the Individual's Court appointed guardian, or such other person who has authority to grant such consent, to access an Individual's Profile.

"Government Funder" means a person working for the Government of Jurisdiction who has been authorized by the Individual, the Individual's Court appointed



guardian, or such other person who has authority to grant such consent, to access portions of an Individual's Profile.

"Individual" is a person with development disabilities who uses the Platform to post and share content about themselves on their Profile.

"Profile" means an Individual's profile on the Platform. A Profile contains information about the Individual, including personal health information and content created by the Individual, Support Administrator, Support Worker, or Family/Friend, as the case may be, which is ultimately uploaded to the Profile on the Platform.

"Support Administrators" are those trusted persons authorized by Individuals, the Individuals' Court appointed guardian, or such other persons who have authority to grant such consent, to create an Individual's Profile on the Platform and have ongoing access to edit and view such Profile.

"Support Workers" are those trusted persons authorized by Individuals, the Individuals' Court appointed guardian, or such other persons who have authority to grant such consent, to have ongoing access to edit and view an Individual's Profile.

"Users", including "You" and "Your" refers to the person, company or organization that has visited or is using the Platform and/or the Services, and includes Family/Friends, Government Funders, Individuals, Support Administrators and Support Workers.

## About our Services and our Liability.

The Platform empowers and encourages Individuals to share information about their life on their Profiles and enables Family/Friends, Government Funders, Support Administrators and Support Workers the ability to view, interact and add Content to Profiles to help facilitate person directed planning and follow up on how plans unfold.



At no point may the Company, including its officers, directors, employees, members or agents be held liable for the actions or omissions of any Users in their use of the Platform. The Company makes no guarantees, representations or warranties, whether express or implied, with respect to the professional qualifications, expertise, or quality of work of any Users, including Support Administrators and Support Workers.

## **No Special Relationship**

Users acknowledge that no special or fiduciary relationship is created simply by virtue of their use of The Platform.

## **Authorization and Acknowledgement.**

All Users represent and warrant that they have signed a written consent to release of information form facilitated by the Company or support agency prior to accessing the Platform, such consent to include the release of personal health information (as the term is defined in the Health Information Act, RSA 2000 c H-5 and its regulations, as they may be amended from time to time, and any successor legislation ("HIA")) ("Health Information").

By using the Platform and Services, you understand that use of the Platform is a privilege which is granted to Users in exchange for agreeing to the Agreement, including these Terms of Use. We may terminate your right to access the Platform and the Services in the event you have breached the Agreement in our sole discretion.

## **Personal Health Information and Compliance with Laws, Regulations and Regulatory Bodies.**

If you are accessing the Platform as a support agency, Support Administrator, Support Worker, Government Funder or health care provider, you acknowledge and confirm that you comply with all applicable policies, laws and regulations, and, if required, have obtained the express consent of any regulatory body by whom you are governed





in your jurisdiction as it relates to the storage of Health Information on the Platform.

Except as otherwise required by law, or where we have obtained your consent, we shall not (i) use any Health Information to which we have access through the Platform except as necessary in the course of providing the Services; or (ii) disclose any Health Information to which we have access through the Platform, except that we may disclose to Users who have been granted access to an Individual's Profile the information provided in the Profile.

## Users to Protect Health Information

Except to the extent expressly authorized by the Agreement, Users shall:

not publish or otherwise disclose;

not use for any purpose unrelated to the health care services for the Individual, including the facilitation of a person directed planning process; and

securely store in accordance with applicable legislation and industry standards any information related to an Individual's health care treatment or Health Information.

The above provision shall not apply to information that:

the Individual knowingly publishes or discloses, or allows to be published or disclosed with express and informed consent;

was in the User's possession prior to the User's receipt or acquisition of Health Information through the Platform;

is or becomes part of the public domain other than by disclosure in breach of the Agreement;



was received by the User from a third-party without a covenant of confidentiality, provided that such third-party is under no obligation of confidentiality, at law or otherwise, with respect to the Health Information; or

is required to be disclosed by law, provided that prior to disclosing the information, the User shall provide the Company and all other affected parties with written notice to permit such parties reasonable time to commence proceedings objecting to such disclosure.

## Compliance with Laws.

You represent and warrant that: (i) you have the authority to bind yourself to the Agreement, or if you are accessing the Platform on behalf of a corporation, partnership, or other entity, that you are authorized to enter into and bind that entity to the Agreement; (ii) your use of the Platform and Services will be solely for purposes that are permitted by the Agreement; (iii) your use of the Services will not infringe or misappropriate the confidentiality or intellectual property rights of the Company, any User or third-party; and (iv) your use of the Services will comply with all local, provincial and federal laws, rules and regulations, and this Agreement.

## User Conduct.

You may not use the Platform in any manner that could damage, disable, overburden or impair our servers or network, or interfere with any other party's use and enjoyment of the Platform or the Services. You may not attempt to gain unauthorized access to the Services or computer systems or networks through hacking, password mining or any other means. In addition to our rights pursuant to the Agreement, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce this Agreement.

## Passwords





Users must keep their user accounts and passwords strictly confidential. Users shall be responsible for maintaining the confidentiality of their MyCompass password.

## User Generated Content and Prohibited Content.

By submitting, posting or displaying Content on or through the Platform, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content on the Platform (as it exists now and all future versions later developed). Such use by us will be in compliance with these Terms of Use and our Privacy Policy.

You retain ownership of all Content you submit, post, display, or otherwise make available on the Platform.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

Additionally, by uploading Content to the site, you warrant, represent and agree that you have the right to grant the Company the license described above. You also represent, warrant and agree that you have not and will not contribute any Content that:

infringes, violates or otherwise interferes with any copyright or trademark of another party;

is false, untrue, misleading, or otherwise incorrect;

infringes any intellectual property right of another or the privacy or publicity rights of another;



is defamatory, abusive, threatening, pornographic, harassing, hateful, offensive or otherwise violates any law or right of any third party;

contains other people's private or personally identifiable information without their express authorization and permission;

contains or links to a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and/or

violates the privacy of any third party.

## **18 Years of Age.**

You must be 18 years of age or older and at least the age of majority in the jurisdiction in which you reside (or have the consent of your parent/guardian) in order to use the Platform and the Services.

## **We may monitor interactions.**

At our discretion, we, or technology we employ, may monitor and/or record all interactions with the Services and Platform. Further information is available in our Privacy Policy.

## **Intellectual Property Infringement.**

We respect others' intellectual property rights and we require Users to do the same. We may terminate a User's access to the Platform if we determine that a User infringes on others' copyrights or other intellectual property rights.

We retain ownership of all intellectual property rights of any kind related to the Platform and Services, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Platform and the Services may be the trademarks of Users and third parties. The Agreement does not transfer to Users any intellectual





property whatsoever, and all right, title and interest in and to such property will remain solely with the original owner.

## Email Communications.

We use email and other electronic means to stay in touch with Users. For contractual purposes, you (i) consent to receive communications from us in electronic formats, including via the email address you have submitted or via the Platform; and (ii) agree that the Agreement, including all Terms of Use, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to you.

## Termination.

Users may cancel this Agreement at any time by simply discontinuing their use of the Platform and the Services. We may terminate Users' access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately for any reason deemed appropriate in our sole discretion.

## Deletion of Account Information.

Users may at any time request the deletion of their personal identifying information from our servers. Such a request may necessitate the termination of the User's account. Further information is available in our Privacy Policy.

## Disclaimer of Warranties.

We provide the Platform and the Services "as is," without warranty of any kind. To the maximum extent permitted by law, we expressly disclaim all warranties, whether express, implied or statutory, with respect to the Platform and the Services including, without limitation, any warranties of merchantability, of satisfactory quality, reliability, fitness for a particular purpose, title, security, accuracy and non-infringement.



We make no representations or warranties to Users that the information provided directly or through the Platform is effective, accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location; that the Services will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Services is free of viruses or other harmful components. Users assume full responsibility and risk of loss resulting from any use of the Platform or the Services.

### **Release and Indemnification.**

BY USING THE PLATFORM AND/OR THE SERVICES, USERS AGREE TO LIMIT THEIR LEGAL REMEDIES TO CLAIMS AGAINST EACH OTHER OR ANY THIRD PARTIES, EXCLUDING THE COMPANY, WHO HAVE CAUSED USERS HARM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, USERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, THEIR AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING LEGAL FEES AND DISBURSEMENTS, INCURRED BY THE COMPANY ARISING OUT OF USERS' USE OF THE PLATFORM AND THE SERVICES, INCLUDING BUT NOT LIMITED TO USERS' VIOLATIONS OF ANY TERM OF THE AGREEMENT.

USERS SHALL GRANT THE COMPANY A RELEASE FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE WHATSOEVER, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THEIR USE OF THE PLATFORM OR THE SERVICES.

### **Limitation of Liability.**

THE COMPANY IT'S AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM YOUR USE OF THE PLATFORM OR ARISING UNDER THE



AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, INTERRUPTION TO BUSINESS, HARM TO REPUTATION, USE OF DATA, OR FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (I) YOUR USE OR INABILITY TO USE THE SERVICES OR PLATFORM; (II) THE SERVICES GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICES AVAILABLE VIA THE PLATFORM; (III) ANY DEFECT, ERROR OR FAILURE TO PERFORM WITH RESPECT TO THE PLATFORM OR THE SERVICES; OR (IV) ANY INTERACTIONS WITH OTHER USERS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE COMPANY WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL, INCLUDING THE FAILURE OF ANY INTEGRATED OR ANCILLARY THIRD-PARTY SERVICE USED IN CONJUNCTION WITH THE SERVICES.

## **Modification of Terms of Use.**

We reserve the right, at our sole discretion, to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. Upon any changes in these Terms of Use, we will post the amended Terms of Use on the Platform. Users are expected to periodically check the Terms of Use for any amendments, but we will take reasonable steps to notify Users of significant material changes. Your continued use of the Platform and/or the Services following such changes shall constitute your affirmative acknowledgement of the Terms of Use, the modification and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following any modifications made hereto, then you are required to immediately cease your use the Platform or Services.



## **Governing Law.**

The Agreement and any access to or use of the Platform or the Services shall be governed by, and construed in accordance with, the laws in force in the Province of Alberta.

## **Arbitration.**

If any claim, dispute or controversy occurs between a User and the Company relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by private, confidential and binding arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in the absence of an agreement, such arbitrator shall be appointed by a justice of the Court of Queen's Bench (Alberta) in Edmonton upon the application of any of the parties. Arbitration shall be held in the City of Edmonton. The arbitration shall proceed in accordance with the provisions of the Arbitration Act, RSA 2000. Subject to any right of appeal, the decision arrived at by the arbitrator shall be final and binding.

## **Waiver of Class Proceedings.**

To the extent permitted under applicable law, and except where explicitly prohibited under statute, Users hereby waive any right they may have to commence or participate in any class action lawsuit against the Company, including their officers, directors, members, employees, affiliates, or agents, related to any claim, dispute or controversy arising out of or related to the Agreement. Where applicable, Users hereby agree to opt out of any class proceeding against the Company.

## **Severability.**

If any portion or provision of the Agreement shall to any extent be declared illegal or unenforceable at law, then the remainder of this Agreement, shall not be



affected thereby, and each portion and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

### No Assignment.

We may assign or delegate the Agreement, including the Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you. Users may not assign or delegate any rights or obligations under this Agreement, including the Terms of Use or Privacy Policy, without our prior written consent, and any unauthorized assignment and delegation is void.

### Headings and Summaries.

The headings, captions and summaries in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

### No Waiver of Covenants.

Failure by any party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in the Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

### Entire Agreement.

The Agreement, including the Privacy Policy, constitutes the entire agreement between you and us and supersedes all prior communications and agreements.

You acknowledge that you fully understand these Terms of Use and will be bound by these Terms of Use.

