



## Terms of Use – Health Chat Website

The Health Chat Website (the “Website”) is operated by the Fraser Health Authority (“Fraser Health”). Your use of the Website is governed by these Terms of Use. By selecting the "I ACCEPT" button during the process of registering to be a member (a "Member") of the Health Chat Panel or by using the Website, you acknowledge reading these Terms of Use (including the associated [Privacy Policy](#)) and confirm your acceptance of these terms and conditions. We reserve the right to update the Terms of Use at any time, and it is your responsibility to review this document periodically for changes.

These Terms of Use, your access to and use of the Website and its content (including the Health Chat Panel), and any proceedings arising out of that access or use, will be governed by British Columbia law.

### Registration Requirements

In order to receive invitations to participate in Health Chat surveys you must first register and be accepted as a Member of the Health Chat Panel. To register, you must provide us with accurate, complete and current information in the Member Profile registration section of the Website.

Membership in the Health Chat Panel is open only to persons residing in the Fraser Health Region who are 16 years of age or older.

You may update your email address and/or other registration information at any time by visiting the “Update User Info” section of the Website and entering the information requested. You may also terminate your participation at any time by clicking the “Unsubscribe” link at the bottom of any of the emails you receive from the Health Chat and following the instructions, sending an email with the subject line "unsubscribe" to [support@fraserhealthchat.ca](mailto:support@fraserhealthchat.ca), or clicking on the “unsubscribe” button in the “Update User Info” section of the Health Chat website.

To ensure the integrity of the Health Chat Panel, you must not (i) activate or use more than one Member Profile account; (ii) use a name subject to the rights of another person without authorization; (iii) use a false or misleading name, or email address to activate or use an account; or (iv) provide any false or misleading Member Profile information.

Use of your Member Profile account by anyone other than yourself is prohibited. Please keep your password secure and do not share your password with anyone. You are responsible for all usage or activity on your account using your username and password.

### Panel Participation

Members are typically invited to participate in approximately 1-2 surveys per month, although we do not guarantee any minimum number of surveys. Not all Members are eligible to participate in all surveys.



Your participation in surveys we offer is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, if you do not complete a survey for more than 6 consecutive months, we may terminate your account for lack of use without further notice to you.

### **Incentive Prizes**

Incentive prizes may be offered from time to time in order to encourage participation in the Health Chat Panel and various Health Chat surveys, and will be governed by the Official Contest Rules applicable to the promotion. Surveys with incentive prizes will be clearly identified in the invitation to participate, and will provide a direct link to the applicable Official Contest Rules.

### **Privacy**

We take your privacy very seriously. Personal information that we gather from you in connection with the Health Chat Panel, the Health Chat surveys and/or the Website is governed by our [Privacy Policy](#). The Privacy Policy is incorporated into and forms part of these Terms of Use.

### **Access and Interference**

You agree not to abuse the Health Chat Panel or Website through conduct which is detrimental to Fraser Health's interests, including by participating in the Health Chat Panel in a manner that is in breach of or inconsistent with these Terms of Use. Without limiting the foregoing, you may not: (a) activate or use more than one account; (b) manipulate or interfere with the Health Chat Panel or the Website, including through the use of an automated system, device or program or other similar method; (c) present false or misleading information to us; or (d) conduct, or assist another individual or entity to conduct, any fraudulent, abusive, manipulative or illegal activity. Any Member suspected of engaging in any of the above prohibited activities may have access to the Website and/or their account suspended or terminated in our sole discretion and without notice. Any Member suspected of engaging in any fraudulent, abusive, manipulative or illegal activity may be referred to appropriate law enforcement agencies. Any decision we make relating to termination or suspension of any Member's account will be final and binding. We will not be liable to you or any third-party for any suspension or termination of your access to the Website or the Health Chat Panel.

### **External Websites**

The Website may contain links to, or information about, other websites, products or services. These links are provided as references to help you identify and locate other online resources that may be of interest. Fraser Health has no control over the content of such external websites and does not assume responsibility for the accuracy or appropriateness of the content. By providing these links to websites of outside organizations, Fraser Health is not endorsing these websites or implying any affiliation or association with the organizations concerned. We are also not responsible for the privacy practices, content, transactions and the functioning of those sites.



If you want to provide a link to this Website from your site, you are welcome to do so provided you only link to our home page at [www.fraserhealthchat.ca](http://www.fraserhealthchat.ca). You cannot use any of our icons, logos or trademarks on your website without permission, and you may not use the link to our homepage to suggest that we sponsor, endorse, approve or are affiliated with you, your business or website.

### **No Advice**

The information on the Website is provided for educational or information purposes only. It is not intended to be a substitute for professional advice, whether medical, legal, or otherwise. You are fully responsible for any consequences resulting from your use of information on the Website.

### **No Warranties**

The Website, including all content or services made available on or accessed through the Website, is provided "as is". We make no representations or warranties of any kind whatsoever for the content on the Website, including the quality, accuracy, completeness or timeliness of the information on the Website. We do not warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website will be free of viruses or other harmful components. Further, we disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose.

The Internet is not a secure medium and privacy cannot be ensured. Websites and e-mail communications are vulnerable to interception and forgery. Fraser Health will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or personal information that you make through the Website or the Internet, or that you expressly or implicitly authorize Fraser Health to make, or for any errors or any changes made to any transmitted information.

### **Disclaimers and Indemnity**

Fraser Health will not be responsible for any direct, indirect, special, incidental or consequential damages or any other damages whatsoever and howsoever caused, arising out of or in connection with participation in the Health Chat Panel, the use of the Website or in reliance on the information available on the Website, including the loss of use, lost data, lost business profits, business interruption, personal injury, or any other personal or pecuniary loss, whether the action is in contract, tort (including negligence) or other legal or equitable theory.

You agree to indemnify, defend and hold harmless Fraser Health, its employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including legal fees, arising from or related to any breach by you of any of the Terms of Use or applicable laws, or in any other way arising out of your use of the Website, the Health Chat Panel or any content contained therein.



## **Intellectual Property Rights**

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## **Contact Us**

If you have any questions about the Health Chat Website, or these Terms of Use, please contact [healthchat@fraserhealth.ca](mailto:healthchat@fraserhealth.ca).

If you have any questions about our [Privacy Policy](#) (which forms part of these Terms of Use), please contact our Information Privacy Office at [privacy@fraserhealth.ca](mailto:privacy@fraserhealth.ca).