

ACOT WEBSITE PRIVACY POLICY

Our commitment to privacy

acot.ca (the “Website”) is a website owned and operated by The Alberta College of Occupational Therapists (“ACOT”), also referred to as “we”, “us”, or “our”). The Website is intended for use by Alberta-registered occupational therapists in a password-protected section, with access to the main part of the Website open to the general public interested in occupational therapy-related topics.

This Privacy Policy (the “Policy”) is notice to you of how your personal information will be collected, used, stored and disclosed if you choose to use the Website. If you do not want to your personal information handled pursuant to the terms in this Policy, you may not use the Website. We may change or update this Policy at any time, and those changes will be in effect as soon as they are posted on the Website. You are also agreeing to follow any changed or updated terms of this Policy when they are posted, so check this Policy often.

Occupational therapist users of the Website acknowledge that they remain at all times subject to the applicable privacy or health information legislation governing their business, employer, or patients.

At the Website, we are committed to protecting the personal information given to us by users. We manage your personal information in accordance with all applicable privacy laws.

What personal information do we collect and why?

What is personal information?: Personal information is information about an identifiable individual user of the Website.

General Public Users

The Website may collect IP addresses of users to measure use of the Website, administer the Website, improve content and gather broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information, and therefore, no personal information of general public users is collected or used by the Website or ACOT.

Occupational Therapist Users:

If you are an Alberta-registered occupational therapist and choose to create a user profile in the password-protected section of the Website (the “Member Section”) we collect the following personal information: a username (that you create), a password (that you create), an email address, all of which will be linked with your existing registration number and registration information in ACOT’s membership database. We retain ‘audit trail’ records of all of your sign-ins and information you submit through the Member Section. We make available to the public through the member register your name, registration number, geographic location and employer. We may also use your username, password, and email address to ensure the security of the Website and to contact you if you forget your password or have trouble logging into your user account, or for other technical or membership-related issues.

Is personal information shared with anyone?

We use external service providers: Consultants or contractors may have limited access to personal information, if access is necessary for the performance of their duties. For example, our Website or computer consultants may have access to personal information from time to time to ensure performance and functioning of the Website or connected membership database. Also, our computer consultants will assist with the storage of personal information. An external e-mail service provider may provide our e-mail services. Personal information in user profiles will not be stored outside of Canada.

We disclose personal information only with consent or where permitted by law: We will not sell your personal information, or make it available to advertisers. We will only disclose personal information with consent or where this is permitted by law, including in response to a court order, or pursuant to a lawful request by a government agency. As noted above, your name, registration number, geographic location and employer is disclosed in the publicly accessible member register.

How do we protect your privacy?

Our staff and volunteers are trained to appreciate the importance of privacy and the confidentiality of personal information.

Also, we make every reasonable effort to ensure the security of the personal information in our possession, including by taking the following measures:

- We ensure that physical and technical safeguards are in place to secure personal information.
- We implement administrative safeguards to restrict access to personal information to those with a need to access the information.
- We only maintain personal information for as long as we require it in accordance with

our retention policy. Personal information that is no longer required will be rendered non-identifying or securely destroyed.

Linking to Other Websites

Please remember that, if you use a link to go from the Website to another website, the privacy provisions of this policy are no longer in effect with respect to any personal information that may be disclosed on such third party websites or services. Your activities and interaction on any other website, including websites that have a link on this Website, is subject to that website's own rules and policies. Please review those privacy rules and policies before proceeding.

Accessing and correcting personal information

You have a right to access records containing your personal information, subject to certain lawful restrictions.

We rely on occupational therapist users to make changes to the personal information in their user profile in the Member Section. You may also request correction of your personal information, if you cannot make those corrections yourself. If you request a correction of your personal information, we will correct the information as soon as is reasonably possible, subject to legal limitations.

Requests for access or correction of personal information should be made in writing to our Privacy Officer, who will make every reasonable effort to assist you.

We will respond to your concerns

We have designated a Privacy Officer to answer your questions and respond to your concerns. Our Privacy Officer can be contacted at 300, 10436 81Ave, Edmonton, Alberta, T6E 1X6, or at (780) 436-8381 ext. 103.

TERMS OF USE AGREEMENT –ALL USERS

Welcome to www.acot.ca (the “Website”), owned and operated by The Alberta College of Occupational Therapists (“ACOT”). By accessing and using the Website, you, the Occupational Therapist (“OT”) or member of the general public, are agreeing to comply with and be bound by the Terms of Use in this Agreement (the “Agreement”). Please read the following Agreement carefully. If you do not wish to be bound by these terms and conditions, you may not access or use the Website. ACOT may modify this

agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on the Website. You agree to review the Agreement periodically to be aware of any modifications and your continued access or use of the site shall be deemed to be your acceptance of the modified Agreement.

Further specific terms of use for OTs registering for OT-only access to the Website are found later in this document.

Electronic Communications

When you access and use the Website or send us an e-mail, or otherwise communicate with us electronically, you are agreeing that ACOT can communicate with you electronically, and any agreements formed by electronic communication between you and ACOT will be valid in that form. Also note that e-mail is not recognized as a secure medium of communication. For this reason, we require that you do not send private or sensitive information to us by e-mail.

Privacy

The complete privacy policy for the Website can be viewed here, “[privacy policy link](#)”, and you agree that you have reviewed that policy and accept notice of it.

Please remember that, if you use a link to go from the Website to another website, the privacy provisions of those websites are applicable to any personal information that may be disclosed on such third party websites or services. Your activities and interaction on any other website, including websites that have a link on the ACOT website, is subject to that website's own rules and policies. Please review those privacy rules and policies before proceeding.

Our servers may collect domain names and/or IP addresses of users to measure use of the Website, administer the Website, improve content and gather broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information.

Permitted Use

As a user of the Website you may view documents or other materials ("Documents") on the Website and you agree that, in the event the Documents or that section of the Website provides the ability to copy, download or share such Documents, you will do so in compliance with any notice or restriction on or accompanying any particular Document(s) or as found in the Document's location on the Website.

Copyright and Trade-Marks

The original or licensed photographs, text, illustrations, documents, look and feel, identifying marks and underlying software coding found on the Website, are protected under the copyright laws or trademark laws of Canada and other countries. You are not permitted to reproduce any part of the Website without the express written permission of ACOT.

User Generated Content (If Applicable)

In the event any original user generated content is permitted by ACOT to be uploaded to, or posted on the Website, any intellectual property in such original content of the user remains the property of the user, and each such user grants to ACOT a non-exclusive, worldwide, royalty-free, irrevocable, unrestricted license, with right of sublicense, to display, publish, reproduce, edit, transmit, translate, or remove any and all such content of a user, in whole or in part, on the Website, and to publish or otherwise disseminate such content on or through any other website or other electronic media anywhere in the world.

Where posting by users is permitted by ACOT, you agree that you will not post, or encourage others to post any infringing, defamatory, degrading or otherwise offensive material on the Website.

Restrictions and Prohibited Uses

You agree that you will not use the Website for any improper, fraudulent, illegal or malicious purpose, including, without limitation, to impair use of the Website by others.

You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website, or to gain access to password protected sections other than through registration on the Website. You also agree not to develop any similar or competing business or website that uses any portion of, or look and feel of the Website, or any of the Documents.

Hyperlinks

The Website may contain links to third party websites. These links have been provided solely as a convenience for you and do not constitute an endorsement by ACOT of the content of such third party sites. Where these links are for the purposes of completing transactions you are subject to whatever terms are required by that third party, and ACOT is not responsible for any failure by the third party to make you aware of such terms, or for your failure to be aware of such terms.

Links to the Website may also be provided from sites either known or unknown to

ACOT. Access to any other website linked to or from the Website is at your own risk. ACOT has not reviewed and is not responsible for the content of any third party sites linked to or from the Website and does not make any representations or warranties regarding the content or accuracy of materials on such third party websites.

Restriction of Access

ACOT reserves the right to restrict or refuse access to the Website to any person or organization, including a OT registrant, where ACOT, in its sole discretion, determines such person or organization is in violation of the terms of this Agreement, or otherwise poses a risk to the integrity, reputation, or operation of the Website or of ACOT.

Disclaimers and Limitations

The Website and its content are provided or made available by ACOT on an "as is" and "as available" basis. ACOT does not warrant that access to the Website will be continuous or will be available at any given time, nor that any content of the Website will remain available for access. OT registrants expressly agree that use of the Website and submission of registration and the content therein is at the registrant's sole risk.

All reasonable efforts are made to ensure accuracy of information on the Website, but its content may nonetheless contain inaccuracies or typographical errors, for which ACOT shall not be responsible. Information on the Website relating to interpretation of legislation affecting occupational therapists is always subject a different interpretation by a Court of competent jurisdiction. Information on the Website may be changed, updated or edited without notice.

ACOT disclaims any liability for any claims, actions, costs or damages that may be brought or arise from: the treatment or non-treatment of any member of the general public; any claims for defamation or intellectual property infringement, based on use of, or information found on, the Website, and to the full extent permissible by applicable law, ACOT disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. ACOT makes no representations or warranties of any kind, either express or implied, as to the operation of the Website or any aspect of the information, content, materials, documents or products and services included on the Website, including as to whether the Website, its servers, or e-mail sent from ACOT or its authorized agents are free from viruses or other harmful components. ACOT will not be liable for any damages of any kind arising from the use of the Website or content thereof, including but not limited to, direct, indirect, incidental, punitive, and consequential damages.

The laws of certain jurisdictions do not allow limitations on implied warranties or the

exclusion or limitation of certain damages. If these laws apply to you in your jurisdiction, some or all of the above disclaimers, exclusions, or limitations might not apply to you, and you may have additional rights.

Governing Law and Jurisdiction

By accessing and using the ACOT website, you agree that the laws of the Province of Alberta, Canada, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any kind that might arise between you and ACOT or its affiliates.

FURTHER TERMS OF USE & AGREEMENT FOR OCCUPATIONAL THERAPIST REGISTRANTS & USERS

By accessing and using the Website, you, the Occupational Therapist (“OT”) registrant, are agreeing to comply with and also be bound by these further Terms of Use in this Agreement. Please read them carefully. ACOT may modify these further terms at any time, and such modifications shall be effective immediately upon posting of the modified Agreement on the Website. You agree to review the Agreement periodically to be aware of any modifications and your continued access or use of the site shall be deemed to be your acceptance of the modified Agreement.

Qualified OT Registrants

To be allowed access to the OT-only section on the Website, you must provide confirmation of your qualification to practice as a OT in Alberta (the “OT Qualifications”), in the form as specified by ACOT in the OT registration section of the Website (the “Member Section”) and ACOT will only allow access to the Member Section of the Website on acceptance of your OT Qualifications through verification against its current membership database.

In the event of any change to the requirements for the OT Qualifications, as a result of: 1) change in legislation; 2) change in policy or practice by ACOT; or 3) for any other reason; or, in the event ACOT receives confirmation that the OT registrant otherwise no longer possesses the OT Qualifications, ACOT reserves the right to prevent access of the OT registrant to the Member Section of the Website until such time as the OT registrant has provided, and ACOT has accepted, evidence of the OT registrant’s qualifications under the applicable regulatory requirements.

Registration

Registration of an OT in the Member Section of the Website shall consist of the following entitlements and limitations:

- a) Access to the password-protected Member Section of the Website;
- b) Ability to update registration information, not including change of name of the OT registrant;
- c) Access to the components of the Continuing Competence Program and requirements information, and plan submissions portal;
- d) Annual permit renewal portal; and

Such further options as may be specified within applicable sections of the Website.

As you will have password-protected access to the Website as a result of being a OT registrant or employee of a OT registrant, you shall not disclose such password to any persons not authorized to have OT registrant access to the Website.