



## Acceptance

**It is important that you read all the following terms and conditions carefully.**

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## General information is not medical advice

The general information provided on the Software is not medical advice and is for informational and educational purposes concerning your personal health information, including but not limited to, your diagnosis as determined by your physician, appointment schedules, clinical notes, treatment information, waiting room management, just-in-time personalized educational material, health and patient-reported outcomes questionnaires. You acknowledge that the Software does not and should not be construed to provide health-related or medical advice, or clinical decision support, or to provide, support or replace any diagnosis,

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### **No physician-patient relationship**

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2. Post or transmit any unlawful, abusive, defamatory, or obscene information of any kind, including, without limitation, any submission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, territorial, national, or international law or regulation;
  3. Post or transmit any Submission, including, without limitation, articles, images, stories, software, or other material, 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 any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the Operator or rights holder;
  4. Post or transmit any Submission which contains a virus or other harmful component;
  5. Post or transmit “junk mail,” “chain letters,” unsolicited mass mailing, or “spam”; and
  6. Use or “mine” the Software for commercial purposes, including, without limitation, posting, uploading, or transmitting any Submission which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising, and pyramid schemes.

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To use certain features of the Software, you will be asked to create an account with the Software. When you register with the Software, you agree (i) to provide true, accurate, current, and complete information about yourself as prompted by any registration form; and (ii) to maintain and promptly update the information to ensure it remains true, accurate, current, and complete. If the Operator has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Operator has the right to suspend or terminate your access to all or part of the Software. The Operator’s use of any personally identifying information you provide as part of the registration process is governed by the terms of our privacy standards.

## **Passwords**

You are solely responsible for maintaining the security of your phone and the confidentiality of the Password you use in association with your account and are responsible for all activities that occur under your User Name and Password. You agree to notify the Operator immediately, by sending an email to [opal@muhc.mcgill.ca](mailto:opal@muhc.mcgill.ca), of any unauthorized use of your Password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Operator will not be liable for any loss or damage arising from the Operator's failure or your failure to protect your Password or account information.

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### **Waiver**

Any consent by the Operator to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

### **Severability**

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

### **Notice**

Questions or comments regarding the Software should be directed by email to [opal@muhc.mcgill.ca](mailto:opal@muhc.mcgill.ca)

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### **Entire Agreement**

This is the entire Agreement between you and the Operator relating to your access and use of the Software.

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