

Terms of Use - connect

Last revised: September 2022

Please note:

The following terms and conditions govern your use of **connect**, one of WorkplaceNL's online portals. Please review these terms and conditions carefully prior to acceptance. If you or your organization do not agree to these terms, you will continue to have access to information and services from WorkplaceNL through other means (e.g., phone, fax or mail).

Purpose

connect facilitates information sharing between the users of **connect** and WorkplaceNL. **connect** supports compliance with Occupational Health and Safety and Workplace Health, Safety and Compensation legislation.

Access

The following rules govern your ability to access **connect**:

1. Any breach of these terms and conditions may result in termination of your organization's access to **connect**.
2. All organizations must appoint a representative to manage their **connect** account. This person is the Firm Administrator, the **connect** gatekeeper for your organization. The Firm Administrator has access to all services and information on your account, and can add and manage access for other users in your organization. The Firm Administrator must be someone from inside your organization and cannot be an external consultant or accountant. External users may be given access to your organization's **connect** account; however, they cannot fill the primary role of Firm Administrator.
3. Your Firm Administrator may delegate additional users and authorize their access to **connect** only where it is reasonable and necessary to fulfill your duties and obligations under the Workplace Health, Safety and Compensation Act (the Act). Your Firm Administrator must limit access to **connect**, and **connect** services, to users who need to access the information to perform their duties on behalf of your organization.
4. Each authorized user will create or be provided with a username and password to access **connect**. Username and passwords must not be shared with any other individual, including other authorized users. WorkplaceNL will have a record of usernames but not passwords.
5. Authorized users should only use their own username and password to access **connect** and **connect** services, to carry out their duties on behalf of the organization. Using **connect** for any other purpose is considered unauthorized access. Any unauthorized access or attempts by any user, will result in termination of that user's access to **connect**, and may result in termination of the organization's access to **connect**.

6. WorkplaceNL is not responsible for inappropriate access, use or disclosure of information contained in **connect** by any user granted access to **connect** by the Firm Administrator.
7. For security purposes, new users must agree to these terms and conditions before being granted access to **connect**. Should the “Terms of Use” change, as part of regular security assessments, all users of **connect** will be prompted to accept these conditions on their next sign-in. Users will be bound by the conditions for their continued use of **connect**.

Access to personal information

Services within **connect** may contain personal and confidential information that is protected by federal and provincial privacy laws. WorkplaceNL recognizes the sensitive nature of this information and seeks to protect the privacy rights of all individuals WorkplaceNL holds personal information about. The Firm Administrator must restrict access to **connect** services containing personal and confidential information to users who require access to these services in order to carry out their duties on behalf of the organization. Any access, use, dissemination or disclosure of the information in a manner contrary to federal and provincial privacy laws constitutes an offence punishable by fine, imprisonment or both.

Security

A variety of security features are in place to provide a safe and secure environment for users interacting with **connect**:

1. All **connect** activities may be audited by WorkplaceNL to monitor compliance.
2. WorkplaceNL maintains complete control of all accounts and may revoke user access at any time.
3. User access to information is determined by the level granted by the Firm Administrator.
4. **connect** uses an encryption method known as SSL/TLS (Secure Sockets Layer/Transport Layer Security), which is the industry standard security protocol. Encryption is the process of scrambling data into an unreadable format that is more secure for transmission over the internet. SSL/TLS first verifies the secure website with an electronic certificate. It then provides a secure connection to protect information from interception and misuse. Information is encrypted at the originating computer and not de-encrypted until it reaches its destination.
5. **connect** will only accept transactions from a user who has at least a 128-bit level of encryption on their Internet browser (e.g., Microsoft Internet Explorer or Google Chrome). To determine the level of encryption of your browser, see the section below called “Determining your encryption level.”
6. Once WorkplaceNL receives a transaction request, information is maintained on a segregated server, protected by a firewall. Firewalls protect the server from external security threats.

7. WorkplaceNL performs regular security assessments on its websites to keep security policies current. WorkplaceNL will upgrade its computer environment to keep pace with emerging technologies.

Determining your encryption level:

Microsoft Internet Explorer and Google Chrome send and receive encrypted information over a secure internet link. You can check your browser's level of encryption by following the steps below. This process may vary depending on the version of browser you have installed.

- **Internet Explorer:** While on **connect**, click on the padlock icon located on the right-hand side of the address bar. Select "View Certificate." The signature and bit strength indicate the level of encryption.
- **Chrome:** While on **connect**, click on the padlock icon located on the left-hand side of the address bar. Select "Certificate." The signature and bit strength indicate the level of encryption.

Confirming your computer is communicating with an SSL/TLS secure server:

Browsers in secure mode will display a website address beginning with "https://", rather than the standard "http://". The "s" stands for "secure". When the browser is in secure mode a padlock symbol will also appear in the website address bar.

Ensuring safety and security:

Every effort is made to ensure the safety and integrity of **connect**. Although unlikely, it is technically possible that encrypted data sent over the internet can be accessed. Consequently, WorkplaceNL cannot guarantee that information sent over the internet is totally free of unauthorized interception. Therefore, WorkplaceNL shall not be liable for any losses incurred due to misuse of information. WorkplaceNL is only responsible for information once it is received at WorkplaceNL.

You are solely responsible and accountable for protecting the security of your account. If you have any reason to believe that unauthorized access to your account has occurred, you must immediately notify WorkplaceNL and provide any and all information relevant to the incident(s) in question.

For the convenience of users, WorkplaceNL provides email notification when new information is available on **connect**. It is the user's responsibility to retrieve the information from **connect**. Although we will be using email to provide these notifications, we cannot guarantee the security of standard email services and recommend transmitting sensitive, confidential, privileged or personal information using phone, fax or mail.

You agree not to upload, post, email, transmit, or otherwise make available any information that is harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable or generally unlawful.

Privacy

Collection of personal information:

WorkplaceNL recognizes and seeks to protect the privacy rights of any authorized user of **connect**. Personal information is collected in accordance with the Act, the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and the Personal Health Information Act (PHIA). WorkplaceNL only collects the following information from users for registration and to administer **connect**:

- First name
- Last name
- Job title
- Work phone
- Work email
- Work cell
- Three password reset questions and answers

This information may also be used or disclosed to track unauthorized access to **connect**. By providing WorkplaceNL with this information, the user is consenting to its collection, use and disclosure consistent with these purposes.

Consent to use personal information on forms:

WorkplaceNL may collect personal information when a user completes and submits forms via **connect**. By completing and transmitting a form (i.e. Employer's Report of Injury), you are consenting to the collection, use and disclosure of personal information contained in it for the purpose it was obtained, or for a use consistent with that purpose.

Personal information contained in these forms may be used and disclosed where permitted or required by law and where it is in accordance with the Act, ATIPPA, 2015 and PHIA. If the personal information provided belongs to a third party and you are not legally authorized to provide it, you must obtain the consent of the third party before you give the information to WorkplaceNL.

Collection of information on the web server:

WorkplaceNL web servers automatically collect and log some information about your computer and your visits to our website. This information may include:

- Internet Protocol address
- Domain name
- Date and time of your visit
- Web pages or services accessed in **connect**

WorkplaceNL uses this information for statistical purposes to understand what services are being used and to identify problems in the system. This information is not linked to other data in a way that would enable WorkplaceNL to identify individual visitors. The one exception is the information may be linked to your organization's Firm Number or user information in order to identify interference or unauthorized access to **connect**. WorkplaceNL web servers use session IDs, which expire when the user closes the

browser. Session IDs do not contain any personally identifying information. If you disable these IDs, **connect** may not work for you.

Consent to collect, use and disclose personal information:

By accessing **connect**, you are agreeing to the collection, use and disclosure of the personal information noted above for the purposes stated or for a use consistent with these purposes.

Retention of information:

WorkplaceNL is not responsible for the records retention requirements of **connect** users. You are responsible for storing and retaining your information in an appropriate manner for the required time.

Copyright

connect content is owned by WorkplaceNL and protected by copyright law. Copying, republishing or reproducing this material in whole or in part is expressly forbidden without specific consent from WorkplaceNL.

Trademark

All WorkplaceNL trademarks appearing in **connect** belong to WorkplaceNL. Use of these trademarks is prohibited without the prior written permission of WorkplaceNL. All other product and company names mentioned on **connect** are the trademarks of their respective owners. Permission to use these trademarks must come from their owners.

Disclaimer and limitation on liability

In no event will WorkplaceNL be liable for damages of any type resulting from any cause whatsoever, whether arising in contract, tort (including negligence) or otherwise, in relation to using, delivering, or relying upon **connect**. For example, WorkplaceNL disclaims all liability relating to:

- Matters outside WorkplaceNL control, including availability or unavailability of the internet, telecommunications or other infrastructure systems.
- Availability or unavailability of the Internet, telecommunications or other infrastructure systems due to systems maintenance by WorkplaceNL.
- Availability or unavailability of **connect**.
- Illegal or fraudulent use of **connect**.
- Loss or damage suffered as a result of unauthorized access to **connect** through a user's system.
- Loss or damages suffered as a result of any collection, use, disclosure or retention of personal information in **connect**.
- Loss or damage suffered as a result of incomplete, inaccurate or corrupt data provided by a user of **connect**.

If you or anyone from your organization makes an unauthorized attempt to access or modify computer system information or interferes with normal system operations, WorkplaceNL may suspend or terminate your organization's or user's access to **connect**. WorkplaceNL may also take legal action against you. WorkplaceNL shall pursue an action in fraud against any user where WorkplaceNL believes that fraud against WorkplaceNL has occurred.

Information you send to WorkplaceNL will only have legal effect after it has been received and is accessible to WorkplaceNL.

If you receive information from WorkplaceNL through **connect** and suspect it is incomplete, inaccurate or corrupted, you must notify WorkplaceNL and request clarification. Do not rely upon the information until you receive clarification.

If WorkplaceNL notifies you that information you sent is incomplete, inaccurate or corrupted, you must take corrective action as may be reasonably required. The information contained on **connect** does not replace the Act, regulations or policy manuals. In the case of a discrepancy between the information contained on **connect** and the Act, regulations or policies; the Act, regulations or policies will govern.

External service providers

WorkplaceNL may use external service providers to operate and administer **connect**. Service providers enter into agreements with WorkplaceNL wherein they agree to deal with personal information in accordance with applicable privacy laws.

Revisions of the Terms of Use

WorkplaceNL may revise these terms and conditions at any time. All users of **connect** will have to accept these updated conditions on their next sign-in and will be bound by the conditions for their continued use of **connect**.

If you have any questions or require additional information on our privacy practices, please contact WorkplaceNL at 709.778.1000 or toll free at 1.800.563.9000.

Address any privacy concerns related to WorkplaceNL in writing to:

WorkplaceNL Chief Privacy Officer

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St. John's, NL
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