

Terms of Use

Last revised: June 2016

Please note:

*As part of WorkplaceNL regular security assessments on its websites, it has revised the terms and conditions for **connect**. **All users of connect must re-accept these conditions on their next sign-in** and will be bound by them for their continued use of **connect**. Please review these terms and conditions prior to acceptance.*

The following terms and conditions govern your organization's use, including all users authorized by your organization, of the WorkplaceNL **connect** online services ("**connect**" for the remainder of this document). Please review these conditions carefully. If your organization (or any one of your authorized users) does not agree to these terms, you will continue to have access to information at the WorkplaceNL through other means i.e. telephone, 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, known as your organization's Firm Administrator, will be your **connect** gatekeeper. He or she will have access to all services and information on your account, and will be able to add and manage access for other users for your organization. You will choose an appropriate person to fill the Firm Administrator role. The Firm Administrator shall be someone from inside your organization and shall not be an external consultant or accountant. External users may be given access as **connect** users on your account but shall not fill the primary role of Firm Administrator.
3. Through your Firm Administrator, you 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*). You must ensure your Firm Administrator limits access to **connect**, and to specific services within **connect**, to only those users who need to access the information therein in the performance of their duties on behalf of your organization.
4. Each authorized user shall be provided with a **USERNAME AND PASSWORD** to allow access to **connect**. Both shall be kept strictly confidential and are not to be shared with any other individual, including other authorized users. WorkplaceNL will have a record of usernames but not passwords.
5. **AUTHORIZED USERS** shall only use his/her username and password to access **connect**, and those services within **connect**, for the specific purpose of carrying out his/her duties on behalf of the organization. Using your username and password to access **connect** for any other purpose is considered unauthorized access. Any unauthorized access, or attempts at unauthorized access by any users, 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 they can be granted access to **connect**. When the Terms of Use changes, all users will be prompted to accept the updated Terms of Use on their next sign-in.

Access to personal information

Certain 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 about whom WorkplaceNL holds personal information. The Firm Administrator shall restrict access to **connect** services containing personal and confidential information to those users required to access these services in order to carry out his/her duties on behalf of the organization. Any access, use, dissemination and/or disclosure of the information in a manner contrary to federal and provincial privacy laws constitutes an offence punishable by fine and/or imprisonment.

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.
2. WorkplaceNL maintains complete control of all accounts and may revoke user access at any time.
3. Users can only access the information determined by the access level granted by the Firm Administrator.
4. **connect** uses an encryption method known as SSL (Secure Sockets Layer), 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 first verifies the identity of the secure website with an electronic certificate. It then provides a secure connection to protect information from interception and misuse. In short, information is encrypted at the originating computer and not de-encrypted until it reaches its destination.
5. WorkplaceNL 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). To determine the level of encryption of your browser, see the section below called "Determining your encryption level."
6. Once a transaction request is received by WorkplaceNL, information is maintained on a segregated server, protected by a firewall. Firewalls use features to 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 is equipped with the capacity to send and receive encrypted information over a secure Internet link. WorkplaceNL enforces 128-bit encryption, the highest level of encryption available today. 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: Click *Help* and then *About Internet Explorer*. The label Cipher Strength shows the level of encryption.

Confirming your computer is communicating with a SSL secure server

When accessing a server that uses SSL, a browser in secure mode will display a website address beginning “https://”, rather than the standard “http://”. The “s” stands for “secure”. Most browsers in secure mode also display a blue line along the top of the browser window. You will see a padlock symbol at the bottom of your browser window when the browser is in secure mode.

Ensuring safety and security

While every effort is made to ensure the safety and integrity of **connect**, it is technically possible that encrypted data sent over the Internet can be accessed, although unlikely. Consequently, WorkplaceNL cannot guarantee that information sent over the World Wide Web will be 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 has been received at WorkplaceNL.

For the convenience of users, WorkplaceNL provides notices by e-mail that information is available for viewing in **connect**; however, it is the user's responsibility to retrieve the information from **connect**. As we cannot guarantee the security of WorkplaceNL standard e-mail, we recommend you not transmit sensitive, confidential, privileged or personal information using this route. For all such matters, contact us by telephone, fax or mail.

Privacy

Collection of personal information

WorkplaceNL recognizes and seeks to protect the privacy rights of any authorized user of **connect**. We collect only the following information from **connect** users:

- First name
- Last name
- Title
- Work address if different from employer
- Work phone number
- Work fax number
- Work e-mail address
- Work cell number
- Three password reset questions and answers

This information is used for registration and to administer **connect**. It 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 for these purposes or for a use consistent with these purposes.

Consent to use personal information on forms

We may also collect personal information when a user completes and submits forms via **connect**. By completing and transmitting a form, (e.g. form 7 employer report of injury) you are consenting to the collection, use and disclosure of personal information contained in the form for the purpose of that form or for a use consistent with that purpose.

Personal information contained on these forms may also be used and disclosed where permitted or required by law and where it is in accordance with the *Workplace Health, Safety and Compensation Act* and the *Access to Information, Protection of Privacy Act and the Personal Health Information Act*. If the personal information provided on these forms 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**

We use this information for statistical purposes to inform us about the services being used by employers, and to identify problems in the system. We also use it to identify unauthorized interference. This information is not linked to other data in a way that would enable WorkplaceNL to identify individual visitors, with one exception: the information may be linked to your organization's Firm Number or user information in order to identify interference and/or unauthorized access to **connect**. WorkplaceNL web servers use session IDs, which expire when the user closes the browser. These 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 does not provide access to information through **connect** **to meet the records retention requirements of connect users**. If your organization has legal retention requirements, you are responsible for storing and retaining on your own system the relevant 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 WorkplaceNL specific consent.

Trademark

All WorkplaceNL trademarks appearing in **connect** belong to WorkplaceNL. Use of these trademarks is prohibited without WorkplaceNL prior written permission. 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.

Links

Some of the web pages contained in **connect** may contain links to other websites not under WorkplaceNL control. We do not control the content of these sites and are not responsible for their accuracy, currency, or reliability. We do not endorse the views, products, or services of these organizations.

Disclaimer and limitation on liability

In no event shall 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, or telecommunications or other infrastructure systems.
- Availability or unavailability of the Internet, or 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**. We may also take legal action against you. WorkplaceNL shall pursue an action in fraud against any user where WorkplaceNL believes that a 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 *Workplace Health, Safety and Compensation Act*, regulations and policy manual. In the case of a discrepancy between the information contained on **connect** and the *Act*, regulation or policies, the *Act*, regulation or policies shall govern.

External service providers

WorkplaceNL may procure the services of external service providers in order to operate and administer **connect**. Such service providers enter into agreements with WorkplaceNL wherein they agree to treat personal information they may be exposed to in accordance with privacy laws.

Revisions of these Terms of Use

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