

TERMS OF USE

Please read this Terms of Use Agreement (the "Agreement") carefully. It governs your use of this Website (the "Website") operated by Findhelp Information Services ("Findhelp") on behalf of the various 211 Ontario information and referral service providers (collectively "211 Ontario"). The Agreement states the terms and conditions under which you (the "User") may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, information on Ontario-wide human services, human services statistics and critical services such as community information centres, distress centres, hospital emergency departments and services for victims of violence and abuse, including sexual assault (the "Content"). BY ACCESSING AND/OR USING THE WEBSITE, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

211 Ontario may unilaterally revise this Agreement from time to time, in which case we will provide you with a notice of such revision by posting the amended Agreement on this Website. Use of the Website after such notice will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

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1. Ownership and Limited Licence

This Website and its Content are protected by copyright law and are owned by Findhelp and/or 211 Ontario contributors. [Note: Include hyperlink to webpage list of contributors.] Individual listings on this Website are the property of the organization identified in the copyright notice at the bottom of each page. The Website application and design is the property of Findhelp. Findhelp and 211 Ontario grant to the User a limited, non-transferable and non-exclusive licence to access, view and use (display or print) a reasonable number of search results for their own personal, non-commercial use, provided the information is not modified and that all

copyright, trademark and other notices contained in the Website are maintained. None of the information may be otherwise reproduced, republished or re-disseminated in any manner or form without the express prior written consent of 211 Ontario or its affiliates, as the case may be.

The taxonomy used to index the services, including the definitions of listed terms, was originally published in the *Information and Referral Thesaurus*, First Edition, 1996. 211 Ontario and its affiliates have updated and amended many of the terms and are solely responsible for these changes. Except as expressly indicated above, no part of this taxonomy of human services terms and definitions may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the express prior written consent of 211 Ontario.

Access to certain services made available on the Website may be subject to the payment of fees on a subscription basis (in addition to being subject to the terms of this Agreement). Unless otherwise expressly indicated, any licence granted pursuant to a subscription is individually granted and is not intended for use by more than one person. The sharing of licences is prohibited and may result in the termination of this Agreement. Multi-user licences are available upon request.

To find out how the information on the Website can be customized to your needs, please send an e-mail to info@211Ontario.ca [e-mail link].

2. Trademarks

Certain words, phrases, names, titles, graphics, icons, designs, logos and trademarks displayed on the Website may constitute registered or unregistered trademarks, service marks or trade names of 211 Ontario or third parties. While certain trademarks of third parties may be used by 211 Ontario under licence, the display of any such marks or names on the Website does not imply that 211 Ontario or other entities have granted a licence or authorization of any kind.

Any use of the trade-names, trademarks, service-marks and logos (collectively “Trademarks”) displayed on the Website, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trademarks displayed on the Website.

3. Prohibited Uses

The User is prohibited from posting or transmitting on or through the Website any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. In addition, the User is prohibited from posting or transmitting on or through the Website any information which (a) infringes the rights of others or violates their privacy or publicity rights or (b) is protected by copyright, trademark or other proprietary right, unless with the express written consent of the owner of such right.

Furthermore, you may not, nor may you allow others to, directly or indirectly:

- use the Website in any manner that could damage, disable, overburden or impair it;
- use the Website or its Content for commercial or philanthropic prospection purposes (including by use of unsolicited commercial e-mail or SPAM);
- interfere with the security of, or otherwise abuse, the Website or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked Websites;
- disrupt or interfere with any other person's use or enjoyment of the Website or affiliated or linked Websites;
- upload, post or otherwise transmit on the Website any items, including without limitation computer viruses, Trojan horses, worms or other harmful, disruptive or destructive files or computer programs; or
- use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Website or the Content in whole or in part.

You agree that you are solely responsible for all your actions and communications undertaken or transmitted in the course of your usage of the Website, and that you will comply with all applicable laws concerning the use of or activities on the Website or in respect of the Content. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your use of the Website.

4. Site Listing Services

4.1 Listing Policy

211 Ontario and its affiliates collect, maintain and disseminate human service information that enables people to make informed choices to improve their quality of life.

Inclusion in the database of human services listed on the Website is free and is not dependent upon the purchase of a membership, products or separate advertising space from 211 Ontario or any of its affiliates.

Subject to the priorities detailed in the next section, the database includes organizations or programs primarily located in or serving the area that:

- Provide a direct service to the public
- Are networks or coalitions of direct service providers
- Are involved in licensing, planning or coordinating direct services
- Are not-for-profit, community-based or government organizations

- Are commercial organizations that provide first priority services not offered by the nonprofit sector
- Are commercial organizations licenced by the government or with special contractual agreements to operate long term care facilities, child care centres and certain home care services

Organizations must demonstrate the ability to provide ongoing reliable services and have an established funding base or the support of an established parent organization. Exceptions may be made in emerging or underfunded service areas.

[211Ontario.ca \[link\]](#) provides several portals, such as [Access to Professions and Trades in Ontario](#), [Directory of Youth Justice Services in Ontario](#) and [Ontario Aboriginal Calendar and Services Directory \[links\]](#), with province-wide information on specific topics.

4.2 First and Second Priorities

It is the policy of 211 Ontario to set first and second priorities for the listing of services on the Website. For first-priority areas, every effort is made to have comprehensive listings of all eligible services. For second-priority areas, collection depends on staff resources, agreements with other agencies, and the ability of other agencies to collect and disseminate information. Rather than collect comprehensive information in second-priority areas, 211 Ontario may collect information regarding representative or umbrella groups, or refer Users to other telephone or Internet-based services.

211 Ontario gives first priority to basic subsistence and survival related services, including:

- Food, clothing and shelter
- Emergency assistance
- Crisis intervention
- Financial assistance
- Legal and correctional services
- Victim services
- Immigrant and refugee services
- Physical and mental health services
- Employment and training services
- Home support
- Public and specialized transportation
- Child care
- Access to permanent affordable housing

211 Ontario also gives first priority to services for people who may experience barriers to service because of:

- Language spoken
- Ethnocultural group

- Age, including risk factors associated with infants, children, youth or seniors
- Low income, unemployment or lack of education or literacy
- Physical, mental or developmental disabilities
- Homelessness or social isolation
- Immigration or refugee status
- Fear of violence

211 Ontario gives second priority to the following quality of life services, unless they are for people who may experience barriers to service:

- Education
- Recreation
- Consumer assistance
- Environment
- Peace and disarmament
- International development

4.3 Exclusion

211 Ontario reserves the right to exclude from the database any organization that it has, in its own discretion, adequate reason to believe may spread hatred or have a philosophy that could be hurtful to the well-being of individuals, groups or the community as a whole.

Potential grounds for exclusion or removal from the database may include, but is not limited to, service non-delivery, fraud, misrepresentation, discrimination, criminal activities, or operating outside licensing mandates.

211 Ontario reserves the right to refuse to list or to discontinue listings for organizations that have had serious complaints lodged against them with any regulatory body or with other organizations in the database providing similar services, or with 211 Ontario itself.

Decisions to include, exclude, or remove a service listing may be appealed by writing to 211 Ontario or its affiliates after a reasonable attempt has been made to resolve the issue with the editorial staff.

4.4 Referral to Other Services

211 Ontario provides links to external Websites for some frequently sought services not listed on the Website, such as consulates and embassies.

Users unable to find the information they need are invited to call 211. Also, 211 centres are part of Ontario's extensive network of Community Information Centres [[link](#)]. Many of these multi-service agencies focus on specific communities or neighbourhoods and may provide local information on service clubs, schools, sports and hobby groups, etc.

4.5 Listing Updates

Most organizations listed on the Website are asked annually to complete a written questionnaire or to update their information by telephone, fax or e-mail. In addition, the editorial team monitors service changes, and major changes are made as soon as the information is known and verified with the service provider. Nevertheless, community services change so rapidly that some omissions and inaccuracies are inevitable.

211 Ontario encourages organizations to use the Website to notify the editorial team of service changes throughout the year by using the update information option found on all records on the Website. 211 Ontario reserves the right to verify each change with the service provider.

The amount of detail, the language used and the presentation of information in describing a service or organization is at the discretion of 211 Ontario.

Changes submitted will not appear automatically or immediately on the Website. Changes are first verified and processed by staff, with the data on this Website typically updated once a week.

5. Linking

211 Ontario encourages organizations to use the Website as a central collection of quality information. If you would like to link to the Website, we request that you:

- Inform us that you are creating a link by sending a message to info@211Ontario.ca. Please indicate the URL of the page where the link will be placed. We will add you to our e-mail list to provide you with automatic updates about this Website; and
- Link to the Website home page instead of specific pages within the Website.

While 211 Ontario encourages links to the Website, it does not wish to be linked to or from any third-party Website which contains, posts or transmits any unlawful information of any kind, including, without limitation, any content i) that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; ii) that may be damaging or detrimental to the activities, operations, credibility or integrity of 211 Ontario; or iii) that contains, posts or transmits any information, 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 copyright, trademark or other proprietary rights.

211 Ontario reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of 211 Ontario.

The framing, mirroring and deeplinking of the Website or any of its Content in any form and by any method is strictly prohibited. You may not cause any advertisement including any pop-up or banner advertisement to appear at, or on, or after exiting, the Website.

6. No Endorsement

Inclusion of an organization and information about its programs and services on the Website does not imply endorsement by 211 Ontario nor does exclusion indicate lack of endorsement.

Links to other websites are provided to help users locate other Internet resources that may be of interest. Parties other than 211 Ontario independently developed these other Websites and therefore 211 Ontario does not assume responsibility for the content of any third party Website, nor does it make any representation or warranty of any kind regarding any third-party Website including, without limitation, (i) regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party Websites, (ii) regarding the merchantability and fitness for a particular purpose of any material, content, software, goods, or services located at or made available through such third-party Websites, or (iii) that the operation of such third-party Websites will be uninterrupted or error free, that defects or errors in such third-party Websites will be corrected, or that such third-party Websites will be free from viruses or other harmful components.

In providing links to other Websites, 211 Ontario is not acting as a publisher or disseminator of the material contained on these other Websites and does not seek to control the content of, or maintain any type of editorial control over, such Websites. A link to another Website should not be construed to mean that 211 Ontario is associated with or is legally authorized to use any trademark, trade name, logo or copyrighted symbol that may be reflected in the link or the description of the link to such other Websites. In addition, the mention of another party or its products or services on the Website should not be construed as an endorsement of that party or its products or services.

7. Disclaimer

The information on the Website is provided for information purposes only. It is not intended to provide medical, legal or professional advice whatsoever and should not be relied upon in that respect.

THE WEBSITE AND THE CONTENT IS PROVIDED "AS IS". WHILE 211 ONTARIO ENDEAVOURS TO PROVIDE INFORMATION THAT IS CORRECT, ACCURATE AND TIMELY, 211 ONTARIO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE AND THE CONTENT INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY THAT (I) THE CONTENT CONTAINED IN OR MADE AVAILABLE THROUGH THE WEBSITE WILL BE FIT FOR A PARTICULAR PURPOSE, (II) THE WEBSITE OR CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, OR TIMELY, (III) THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, (IV) THAT DEFECTS OR ERRORS IN THE WEBSITE OR THE CONTENT, BE IT HUMAN OR COMPUTER ERRORS, WILL BE CORRECTED, (V) THAT THE WEBSITE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS, AND (VI) THAT COMMUNICATIONS TO OR FROM THE WEBSITE WILL BE SECURE AND/OR NOT INTERCEPTED.

8. Limitation of Liability

IN NO EVENT SHALL 211 ONTARIO BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR ANY OTHER DAMAGES WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR IN RELIANCE ON THE INFORMATION AVAILABLE ON THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST DATA, LOST BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED IN CONNECTION WITH THE USE OR MISUSE OF THE WEBSITE, REGARDLESS OF THE CAUSE AND WHETHER THE ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF 211 ONTARIO KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity

You agree to defend, indemnify and hold harmless 211 Ontario and all third parties mentioned at the Website, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from your use of the Website or your breach of this Agreement.

10. Security

While every effort is made to ensure that all information provided on the Website does not contain computer viruses, the User should take reasonable and appropriate precautions to scan the User's computer systems for computer viruses and to protect them against the harmful effects of such viruses, including by means of maintaining a complete and current backup of the applicable items or information contained on the User's computer system.

11. Registration and Passwords

Certain services and related features made available on the Website may require registration. Should the User choose to register for any such Services or related features, the User agrees to provide accurate and current information as required by the relevant registration process and to promptly update such information as necessary to ensure it is kept accurate and complete.

The User agrees to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which the User chooses or is assigned as a result of registration, and (b) all activities that occur under such password or account. Further, the User agrees to notify 211 Ontario of any unauthorized use of their password or account. 211 Ontario shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the User's failure to comply with the Terms of Use.

12. Termination

211 Ontario reserves the right to remove and/or disable access to the Website, with or without notice, to any User who violates this Agreement. If the User violates any provision of this Agreement, the User's permission to use the Content automatically terminates and the User must immediately destroy any copies it has made of the Content. 211 Ontario retains also the right to take any other appropriate legal actions to enforce its rights and disclaims any liability for unauthorized use or reproduction of any portion of the Website.

13. Agreement to Privacy Policy

The User can find further information on the collection, use, communication, and disclosure of their personal data in 211 Ontario's [Privacy Policy](#) [**Note: Include hyperlink to privacy policy**]. The Privacy Policy is incorporated by reference into this Agreement.

14. Contact Us

If you are experiencing difficulties in using the Website or if you have any questions or comments regarding the Website, please contact us at info@211Ontario.ca.

15. General Provisions

The User agrees that all matters relating to the access to, or use of the Website and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada notwithstanding any otherwise applicable conflict of laws rule. The User hereby consents and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this Agreement.

If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will inure to the benefit of and be binding upon the parties and each of their respective successors and assigns.

No waiver, express or implied, by 211 Ontario of any breach of or default by User under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Any rights not expressly granted by this Agreement are reserved to 211 Ontario and its affiliates.

To return to the Website, please use the "Back" button on your browser.

[LOGOS, FUNDERS, ETC]