



# Website Terms and Conditions of Use Policy

Governance Processes  
Policy Number: GP-25

Date of Approval	Responsible Authority	Last Revised
March 22, 2017	CMLTM Council	June 12, 2024

## Policy

By using our website, you agree to comply with and be bound by this Terms of Use Agreement ("Agreement"). If you do not agree with the Agreement, do not use this website. The term "College of Medical Laboratory Technologists of Manitoba" or "CMLTM" "us" or "we" or "our" refers to College of Medical Laboratory Technologists of Manitoba, the owner of the website. The term "you" refers to the user or viewer of our website.

This Website is operated by the College of Medical Laboratory Technologists of Manitoba ("CMLTM"). The Website provides data and other information including, without limitation, articles, publications, and other materials dealing with the field of Medical Laboratory Technology (the "Content") and also provides services such as online renewals (the "Services"). The website, Content and Services are provided subject to the terms and conditions of use ("Terms and Conditions"). **BY ACCESSING OR USING THE SITE, CONTENT OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE SITE, CONTENT OR SERVICES.**

The Website is open to the public. However, access to certain areas of the Website, is limited to members only. By renewing [and clicking on the "I Accept" button provided with the renewal form], you certify that the information you provide in the renewal form is accurate. If you do not wish to renew as a member click on the "I Do Not Agree" icon provided with the renewal form. Any personal information provided in the registration and renewal forms will be managed in accordance with the [CMLTM Privacy Policy](#).

### Electronic Communications

Accessing this Website or sending electronic mail to CMLTM results in communicating with CMLTM electronically. By doing so, confers agreement to receive communications from CMLTM electronically. CMLTM will communicate using the electronic mail address provided during registration or posting on the Website or any other Website that may be



## **COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA**

245 Lilac Street  
Winnipeg, MB R3M 2S2  
www.cmltm.ca

Phone: 204-231-0311  
Fax: 204-489-7300  
Toll Free: 877-331-0311  
E-mail: [cmltm@cmltm.ca](mailto:cmltm@cmltm.ca)

generally designated in advance for such purpose. This also confers you consent to receiving electronically all agreements, notices, disclosures and other communications that CMLTM provides.

### **New Services and New Terms**

Whenever new products or services are introduced on the Website as part of the Services, the use of such Services will be subject to these Terms and Conditions unless CMLTM notifies otherwise. CMLTM reserves the right to change the terms and conditions of use at any time. Access or use after such changes indicates acceptance of these modified terms and conditions. CMLTM suggests a review of the terms and conditions of use regularly.

### **Advice or opinions are not provided**

The Content is for information purposes only. It is not intended for the Content to be relied upon as professional or expert advice or opinions. It is recommended to seek professional advice, opinions and recommendations before acting or omitting to act based on any Content found on or through this Website.

### **DISCLAIMER**

THIS WEBSITE, THE CONTENT AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER CMLTM OR ANY OF ITS SUPPLIERS MAKES ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY AS TO THE OPERATION OF THIS WEBSITE OR THE SERVICES, OR THE ACCURACY, COMPLETENESS, QUALITY, CURRENCY OR TIMELINESS OF THE WEBSITE, THE CONTENT OR THE SERVICES OR THAT COMMUNICATIONS TO OR FROM THE WEBSITE WILL BE SECURE AND/OR NOT INTERCEPTED OR THAT THE WEBSITE, THE CONTENT OR THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES, DEVICES OR COMPONENTS. USE OF THIS WEBSITE, THE CONTENT AND THE SERVICES IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, CMLTM AND ITS SUPPLIERS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT OR THAT THE WEBSITE, THE CONTENT OR THE SERVICES WILL BE FREE OF ERROR OR OPERATE WITHOUT DISRUPTION.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL CMLTM OR ITS SUPPLIERS, OR ITS OR THEIR RESPECTIVE



## COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA

245 Lilac Street  
Winnipeg, MB R3M 2S2  
www.cmltm.ca

Phone: 204-231-0311  
Fax: 204-489-7300  
Toll Free: 877-331-0311  
E-mail: [cmltm@cmltm.ca](mailto:cmltm@cmltm.ca)

REGISTRARS, COUNCIL MEMBERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER, FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS LOSSES, LOST SAVINGS, LOST DATA, LOSS OF USE, LOST PROFITS, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES ARISING FROM OR RELATING TO YOUR USE, RELIANCE UPON OR INABILITY TO USE THE WEBSITE, THE CONTENT AND/OR THE SERVICES, WHETHER OR NOT CMLTM OR ITS SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR IF YOU TRANSFER CONFIDENTIAL OR SENSITIVE INFORMATION TO CMLTM OR IF CMLTM COMMUNICATES SUCH INFORMATION TO YOU AT YOUR REQUEST OVER THE INTERNET.

### **Prohibited Use**

You agree that you shall not use the Website or the Content for any commercial purpose or benefit. The foregoing prohibition expressly includes, but is not limited to, the practice of “screen scraping”, or any other practice or activity the purpose of which is to obtain lists of data, portions of a database, or other lists or information from the Website, in any manner or in any quantities not authorized by CMLTM. You agree that you will not frame the Website or the Content or any part thereof on any commercial or noncommercial internet Website. Any special terms and conditions for use of certain Content or Services provided on the Website and included elsewhere on the Website are incorporated into, and become part of, these Terms and Conditions. No rights or licenses are granted to you regarding the Website, the Content or the Services, except the limited right to use the Website, the Content and the Services in accordance with these Terms and Conditions. No reproduction, duplication, posting, downloading, uploading, retransmission, distribution, sale, modification, translation, republication of the Website, the Content or the Services or the creation of a derivative work based on the Website, the Content or the Services is permitted without the prior express written Consent of CMLTM. You may not use any meta tags or any other “hidden text” using CMLTM’s domain name, name, trade-marks or official marks without CMLTM’s prior express written consent. Any exploitation of the Website, the Content or the Services, including, without limitation, reverse engineering, decompilation and disassembly, is strictly prohibited. You agree that you will not use this Website for any purpose that is unlawful.

### **Ownership**

Certain names, words, titles, phrases, logos, designs, graphics, icons and marks displayed on the Website, in the Content or with the Services may constitute official marks, trademarks or trade names of CMLTM or its licensors. The Website, the Content and the Services are protected under Canadian and international copyright laws and intellectual property laws and treaty provisions.



## **COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA**

245 Lilac Street  
Winnipeg, MB R3M 2S2  
www.cmltm.ca

Phone: 204-231-0311  
Fax: 204-489-7300  
Toll Free: 877-331-0311  
E-mail: [cmltm@cmltm.ca](mailto:cmltm@cmltm.ca)

Title to the Website, the Content and the Services and the official marks, trademarks or trade names displayed on the Website are owned by and shall remain with CMLTM and/or its suppliers. Nothing contained in these Terms and Conditions or on the Website shall be construed as conferring by implication, estoppel or otherwise any license or right to use any official marks, trade-marks, tradenames, copyright or other intellectual property rights of CMLTM or its suppliers. Any unauthorized use of the Website, the Content or the Services or the official marks, trade-marks, trade-names, copyright or other intellectual property rights of CMLTM or its suppliers is strictly prohibited, and we reserve the right to take such steps as we deem necessary, including legal action, to enforce such rights.

### **Hyperlinks**

This Website may contain links to third party Websites. CMLTM does not endorse the content contained in any third-party Website. CMLTM does not make any representation, warranty or condition, express, implied or statutory of any kind regarding any third-party Website, including with limitation any representation or warranty regarding the legality, accuracy, reliability, quality, completeness, timeliness, non-infringement, security, or suitability of any content on a third party Website. CMLTM does not make any representation or warranty regarding the merchantability and fitness for a particular purpose of any content, goods or services on or made available through any third-party Websites. Nor does CMLTM make any representation, warranty or condition, express, implied or statutory that the operation of any third-party Website will be uninterrupted, free of error, viruses or any other harmful components. The content, good and/or services available on or through any third-party Website is not under CMLTM control and if you choose to access any third party Website, you do so entirely at your own risk.

### **Privacy**

To review the CMLTM Privacy Policy that applies to this Website please click on the following link: <https://www.cmltm.ca/privacy-policy>. The CMLTM Privacy Policy applies to your use of this Website. By accessing and using this Website, you are consenting to the collection, use and disclosure of your personal information in accordance with the CMLTM Privacy Policy. You acknowledge having read the CMLTM Privacy Policy.

### **Content Provided by User**

By sending electronic mail, messages, content or information to CMLTM you hereby grant to CMLTM a transferable world-wide perpetual, irrevocable, royalty-free, non-exclusive license, including the right to sublicense to others, to use, reproduce, distribute, publish, modify, edit, translate, transmit, adapt, display, incorporate into other works or to otherwise use the information and/or materials provided by you (in whole or in part) and/or incorporate such information and/or materials in any form, media or technology now



## **COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA**

245 Lilac Street  
Winnipeg, MB R3M 2S2  
www.cmltm.ca

Phone: 204-231-0311  
Fax: 204-489-7300  
Toll Free: 877-331-0311  
E-mail: [cmltm@cmltm.ca](mailto:cmltm@cmltm.ca)

known or developed in the future, with no compensation of any kind. You waive in favour of CMLTM all moral rights in the electronic mail, message, content or information. By submitting or sending electronic mail, messages, content or information to CMLTM you represent and warrant that you have the full right and authority to do so and that any use by CMLTM of the electronic mail, message, content or information will not violate the intellectual property rights of any person.

### **Prohibitions on User Information**

You will not: (a) transmit, upload, post or otherwise make available any information or materials that (i) constitutes or encourages conduct, that would constitute a criminal offence or give rise to civil liability; (ii) is protected by copyright, trade-mark or other proprietary right without the express permission of the owner of the copyright, trade-mark or other proprietary right; (iii) is libelous, slanderous, defamatory, harassing, threatening or is otherwise injurious to a third parties; (iv) is hateful, bigoted or racially offensive; or (v) is vulgar, obscene, discourteous, indecent or pornographic; (b) interfere with other users' use of the Website, the Content or the Services, including, without limiting the generality of the foregoing, disrupting the normal flow of communication in a discussion group; (c) post, upload or transmit materials that contain a virus, disabling devices or other code that manifests or destructive properties; (d) post, upload or transmit materials for advertising or commercial solicitation; (e) post, upload or transmit materials that do not generally pertain to the designated topic of discussion; or (f) otherwise use on the Website, the Content or the Services in a manner which would serve to restrict or inhibit any other user from enjoying the Website, the Content or the Services.

### **Indemnification**

You agree that your use of the Website, the Content and the Services shall not be made the basis for any claim, suit, demand or cause of action or other proceeding against CMLTM and/or its suppliers. You agree, at your own expense, to indemnify and hold CMLTM and its suppliers, and its and their respective registrars, council members, directors, officers, employees, representatives, agents and licensors harmless against any claim, suit, demand, action or other proceeding brought against any of them by a third party as a result of your breach of these Terms and Conditions.

### **Governing Law and Jurisdiction**

All matters relating to your access to or use of the Website, the Content or the Services shall be governed by the laws of the Province of Manitoba and the laws of Canada. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Manitoba with respect to all matters relation to your access to and use of the Website.



## **COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA**

245 Lilac Street  
Winnipeg, MB R3M 2S2  
www.cmltm.ca

Phone: 204-231-0311  
Fax: 204-489-7300  
Toll Free: 877-331-0311  
E-mail: [cmltm@cmltm.ca](mailto:cmltm@cmltm.ca)

### **Termination**

CMLTM may at its sole and absolute discretion cancel or terminate your right to use this Website or any part of the Website at any time, without notice or liability to you or any other person. In the event of termination, the terms and conditions of use shall continue to apply and be binding upon you with respect to your prior use of the Website, the Content and of the Services.

### **Waiver/Severance**

The failure by CMLTM to require or enforce the performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Each provision of the Terms and Conditions is severable from the other Terms and Conditions and if any of the provisions contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of the Province of Manitoba, then the other Terms and Conditions will continue to have full force and effect.

### **Revision History**

- March 22, 2017 – Date of Approval
- June 1, 2019
- June 12, 2024 – Last Date of Revision