

Risk Categorization Tool (RCat) Terms of Use

1.0 Definitions

“Terms of Use” means these terms of use for the Risk Categorization Tool.

“Risk Categorization Tool” or “RCat” means the risk categorization tool software application made available to the User by the MOHLTC, and includes any information contained in the associated databases and electronic forms used for viewing, entering and modifying small drinking water systems information, and also includes any hardware or software that may be provided to the User for the purpose of accessing or using RCat.

“MOHLTC” means Her Majesty the Queen in right of Ontario as represented by the Ministry of Health and Long-Term Care.

“User” and means You, the individual who has been permitted to access RCat by the MOHLTC, and includes any organization that you are accessing RCat on behalf of, and “Users” means You and all other users of RCat.

2.0 Purpose of Terms

This Agreement governs your access to the RCat.

This Agreement may be amended by MOHLTC at any time, through the provision of notice posted online at <https://sdwis.moh.gov.on.ca> or <https://sdwisuat.moh.gov.on.ca>.

3.0 Agreement

By using the RCat, You are agreeing to be bound by these Terms of Use, and are acknowledging that You have been authorized to do so by any organization that you may be accessing the RCat on behalf of.

4.0 Permitted Use

Users may use the RCat for the sole purpose of viewing, entering and modifying information as it pertains to small drinking water systems premises, risk assessments or sampling requirements, in accordance with any training, policies, procedures or other instructions that may be provided by the MOHLTC or the Government of Ontario from time to time.

5.0 Prohibited Uses

Users may not:

- (a) use the RCat for a purpose other than the purpose described in section 4.0 above;
- (b) use the RCat in a manner that violates any applicable laws, including, for greater certainty, the *Personal Health Information Protection Act, 2004* (PHIPA), the *Freedom of Information and Protection of Privacy Act* (FIPPA), or the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA);
- (c) use any other user’s password to access the RCat;
- (d) share their passwords or any other information or tools supplied to them in connection with the RCat;
- (e) record any personal information (as defined in FIPPA and MFIPPA) of personal health information (as defined in PHIPA) in the RCat, except as authorized under applicable law;
- (f) disclose any information derived from the RCat, except as permitted by MOHLTC.

6.0 Notification, Assistance and Corrective Action

Users must promptly notify the MOHLTC of any violations or suspected violations of these Terms of Use by contacting the applications support desk by email at iPHISSupport.moh@ontario.ca or by phone at 416-327-3512 or 1-866-272-2794.

Users must provide full cooperation to the MOHLTC in connection with any investigation of actual or potential violations of these Terms of Use.

The MOHLTC reserves the right to discontinue any User's access to the RCat for any reason at any time.

7.0 No Liability

The MOHLTC and the Government of Ontario shall not be liable to any Users or to any organization on whose behalf Users may access the RCat, or to any other person, for any losses, expenses, costs, damages or liabilities, or any causes of action, actions, claims, demands, lawsuits or other proceedings in any way based upon, occasioned by, attributable to, arising out of or by reason of, the RCat, the use of the RCat by the User, or these Terms of Use.

8.0 No Licence or Ownership

No ownership rights in or to the RCat are transferred to the Principal Researcher by these Terms of Use or otherwise, except as are necessary in order for the User to carry out the functions described in section 4.0 above. The MOHLTC reserves all of its copyright, intellectual property rights, and other rights, in and to the RCat, that are not expressly granted by these Terms of Use.

9.0 Accuracy of Information

The User must ensure that any information that the User uploads, enters into, or stores in the RCat is accurate, complete and up-to-date.

10.0 No Warranty

THERE IS NO REPRESENTATION, WARRANTY, CONDITION OR OTHER PROMISE OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENCY OR VERACITY OF ANY INFORMATION CONTAINED IN, AVAILABLE THROUGH OR DERIVED FROM THE RCat, GIVEN BY MOHLTC.

11.0 Amendment to Terms of Use

The MOHLTC may revise these Terms of Use at any time and from time to time, by providing reasonable notice to the User.