



## TERMS OF USE

### *Getting better my way*

The *Getting better my way* self-management tool applicative website (hereinafter "**Web Tool**") was developed by Janie Houle, Professor in the Department of Psychology at the Université du Québec à Montréal (UQAM), and her team in collaboration with the organization Revivre - Association québécoise de soutien aux personnes souffrant de troubles anxieux, dépressifs ou bipolaires (hereinafter "Revivre") and the Centre de recherche de l'Institut universitaire en santé mentale de Montréal of the CIUSSS de l'Est-de-l'Île-de-Montréal ("**we**"), as well as the financial support of the Fondation de l'Institut universitaire en santé mentale de Montréal.

The Web Tool was created for adults in Quebec and Canada who wish to have access to a self-management tool to promote their own recovery ("**you**").

The use of the Web Tool is subject to the present terms of use and to the [Privacy Policy](#). When you access the Web Tool and its content, you acknowledge that you are a user of the application and that you have read and understood these conditions.

## 1. YOUR RIGHT TO USE THE WEB TOOL AND ITS CONTENT

### 1.1 Your rights of access and use.

We are making the Web Tool and its content available to you in order for you to bring together a variety of self-management strategies in the five dimensions of recovery and allow you to :

- 1) identify more clearly what you are already doing to get better, and then plan the actions that best suits your reality through the self-management plan to take care of your mental health;
- 2) consult a wide range of additional resources to help you take care of your mental health;
- 3) to watch, in French, a free training session for the usage of the Getting Better My Way tool (paper version) addressed to professionals in the health and social services network, but available to all;
- 4) subscribe to a specific newsletter about the Getting Better My Way tool and its developments;
- 5) to download a free dynamic PDF version of the Getting Better My Way tool.

These are the five permitted uses of the Web Tool and its content ("**permitted uses**").

No account is required to access the content publicly available in the Web Tool. However, the creation of a user account is necessary to fully use the Web Tool, i.e., for the Web Tool to keep track of your choices of strategies, your self-management plan and your personal additions (personal strategies, help resources, etc.). Thus, you will find them unchanged when you log back into the Web Tool.

## 1.2 Your obligations.

Your rights and access are conditional upon you are:

- 1.2.1 using the Web Tool and its content solely for the permitted uses;
- 1.2.2 using the Web Tool and its content for personal uses only (informational and educational purposes);
- 1.2.3 accessing the Web Tool and its content solely through regular channels;
- 1.2.4 not downloading viruses, Trojan horses or other malicious code;
- 1.2.5 not using the Web Tool or its content to harass, abuse, spy on, threaten or otherwise harm any person;
- 1.2.6 not doing any of the following : **(i)** transfer, create, sell, lend, lease, sublicense, or assign any rights that you are granted; **(ii)** give rights in the Web Tool and its content; **(iii)** copy, change, disassemble, decompile, derive, modify or extract any source code; **(iv)** copy, modify, adapt, translate, sell, distribute or transmit to a third party any content of the Web Tool, including but not limited to all content related to the Web Tool ; or **(v)** use or operate the Web Tool and its content in a way that will impair it or slow down its operating capacity.

## 2. USE IS FREE OF CHARGE

- **The Web Tool and its content.**

The use of the Web Tool and its content are made available to you free of charge.

## 3. OWNERSHIP OF THE WEB TOOL AND OF ITS CONTENT

### 3.1 Our property rights.

You understand and acknowledge:

- 3.1.1 that the Web Tool (including its functions and features) and its content are our property;
- 3.1.2 that you may refer to the Web Tool and its content as long as it is for its permitted uses;
- 3.1.3 that you will not use the name of the Web Tool or the names of CIUSSS-EMTL, UQAM, Revivre, neither their logos and other symbols without our permission.

### 3.2 Communication.

You agree to communicate with us if you are aware of an unauthorized use of the Web Tool or of its content.

## 4. LIABILITY AND LIMITATION OF LIABILITY

### 4.1 Liability.

You are liable for the use you make of the Web Tool or of its content, and for any damage caused to your devices (computer and/or mobile phone) in connection with that use.

## 4.2 Limitation of liability.

The technology we are using in this application is up to standard, however, the Web Tool and its content – like any technology – is not infallible and is not safeguarded to unforeseen events. In addition, the Web Tool and its content were not created to meet the specific needs of some users or to provide a list of all the strategies available to support a person in recovery's self-management. Finally, the Web Tool and its contents are provided for educational and informational purposes only; the Web Tool does not offer advice, should not be used for any medical reason, does not replace the assistance, care or assessment that a professional may offer, and does not replace the assistance that police or other emergency services provide.

Subject to applicable law, we make no representations or warranties with respect to (a) the use and suitability for any particular purpose of the Web Tool or its content; (b) their uninterrupted, continuous and bug-free use; (c) their availability at all times and without delay; (d) their compliance, other than as provided in these Terms of Use; and (e) the intellectual property rights related thereto.

## 5. DURATION OF TERMS

### 5.1 Start.

These terms of use starts to apply from the time you consult the Web Tool or its content.

### 5.2 End.

You can stop accessing, consulting and using the Web Tool or its content when you wish, without having to take any particular action. You may also remove the Web Tool from your favorites or device history.

We may also withdraw the Web Tool or its content. This will be done in compliance with applicable laws.

### 5.3 Right to suspend access

Rather than withdrawing the Web Tool and its content, we may limit, constrain or suspend access to the Web Tool, during the time needed to make an adjustment (for example fixing a flaw, a bug or a virus).

## 6. PERSONAL INFORMATION

The [Privacy Policy](#) describes, when applicable, the collection and processing that may be made of the personal information of the users of the Web Tool.

## 7. ADDITIONAL TERMS

### 7.1 Entire agreement.

These terms of use constitute, along with the [Privacy Policy](#), the totality of the rules applicable to your usage of the Web Tool and its content. Please note that these terms of use as well as the [Privacy Policy](#) can be downloaded at <https://allermieux.criusmm.net/en/data-policy/>.

## 7.2 Modifications

We have the right to modify these terms of use. You will be notified of any modifications in advance. We will assume that you accept these modifications if you access or continue to use the Web Tool or its content; **if you are not in agreement with these changes, you must stop using the Web Tool or remove it from your device before they come into effect.**

## 7.3 Applicable laws and disputes.

The Web Tool, its content and its privacy policy are subject to the laws applicable in the province of Quebec, without reference to its conflict of laws principles. Any dispute will be submitted to the courts of the province of Quebec, which shall have exclusive jurisdiction.

## 7.4 Getting in touch.

Here is our contact information if you would like to get in touch with us:

Email : [internet.cemtl@ssss.gouv.qc.ca](mailto:internet.cemtl@ssss.gouv.qc.ca)

Tel. : 514-251-4000, # 3358

We will follow up on any communication as quickly as possible, and at the very latest within the delays set out by applicable laws.

**In case of emergency, you must communicate directly with emergency services, using 911.**

