

TERMS OF SERVICE

1 OVERVIEW

- 1.1. The website (<http://www.communitylearninghub.ca>) is operated by Springboard.
- 1.2. This website is referred to variously in this document as “HUB Website”; or “this Website”; or “this Site”; “the Site”; “our Site”; “our Website”; or “the Service(s)”; or “Service(s)”; or “our Service(s)”; or “your Service(s)”.
- 1.3. Throughout these Terms of Service, the terms “we”, “us” and “our” refer to Springboard.
- 1.4. Springboard offers the HUB Website, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
- 1.5. Please read these Terms of Service and the HUB Privacy Policy carefully before accessing or using our Website. By accessing or using any part of the Site, you agree to be bound by these Terms of Service and the HUB Privacy Policy. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any of its Services.
- 1.6. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

2 WEBSITE TERMS

- 2.1. Where: (a) an individual is an employee of a non-profit agency, social sector service, or civic institution; and where (b) that organization is in the official business of delivering health promotion, harm prevention and/or harm reduction services to a vulnerable population; and where (c) that organization delivers its services to that population without profit; and where (d) an employee of that organization wishes to use the HUB Website for the exclusive purposes of his/her own professional development as a social service worker, and to deliver health-promotion/harm-prevention skill development programming to his/her organization’s clients; and where (e) that employee covenants to deliver HUB programming to his/her organization’s clients without charge whatsoever and in full accordance with his/her organization’s policies and procedures and any federal, provincial, and municipal statutes, bylaws and regulations governing such practices; and where (f) that individual has accepted these Terms of Service and the HUB Privacy Policy; **then that individual will be considered by Springboard “eligible” to access and utilize the HUB Website.**

- 2.2. Notwithstanding Section 2.1, Springboard reserves the right to: (a) confirm the eligibility of any person applying for a HUB Website account; and (b) confirm or reconfirm the eligibility of any person already in possession of a HUB Website account; and (c) refuse Service to anyone for any reason at any time.
- 2.3. There is no direct cost for Ontario based non-profit agencies working with in-need/at-risk individuals to access the Community Learning HUB Website.
- 2.4. When applying to Springboard for a HUB Website account you must: (a) use your work contact information from the said organization described above in section 2.1.; and (b) not use a false e-mail address and/or pretend to be someone other than yourself; and (c) immediately inform Springboard should your tenure at the said organization terminate.
- 2.5. Login credentials issued to you by Springboard may only be used by you and not shared with other persons, even within the same organization.
- 2.6. You are responsible for maintaining the security of your HUB user's account and password. We are not liable for any claims, losses, damages, suits or proceedings relating to the sharing of your user account and/or password with others. You agree to notify Springboard immediately after you become aware of any unauthorized use of your user account and/or password, and to take such reasonable steps as are necessary to prevent any reoccurrence of such event.
- 2.7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the HUB Website, use of the Service, or access to the Service or any contact on the Website through which the Service is provided, without express written permission by us.
- 2.8. You are responsible for all data uploaded to the HUB Website and all activity that occurs under your account.
- 2.9. You are solely responsible for the accuracy of any data you upload to the Site. We take no responsibility and assume no liability for the accuracy of data uploaded by you or any third party.
- 2.10. We cannot and will not be liable for any loss or damage from your failure to comply with these Terms of Service.
- 2.11. **A breach or violation of any of these Terms of Service will result in an immediate termination of your Services.**

3 HUB TEAM SELECTION

- 3.1. Once you have acquired individual log-in credentials for the HUB Website, you will have access to all of the Site's content; however, you will only be able to use the content *as an individual facilitator* and, as such, will not have any access to the HUB's "TEAM" functions. Without belonging to a HUB Team, you would not be able to deliver HUB programming to clients registered to the HUB Website by another facilitator (i.e.: a co-worker).
- 3.2. Facilitators belonging to the same HUB team share a single Team Facilitator List and a single Team Client List.
 - 3.2.1. A shared Team Facilitator List permits facilitators from the same HUB team to train on HUB programs together and co-facilitate HUB programming to clients.
 - 3.2.2. A shared Team Client List permits facilitators from the same HUB team to work with clients registered by fellow team facilitators
 - 3.2.3. A shared Team Client List also permits facilitators from the same HUB team to view the details of each client's participation in HUB programming that had been delivered by a facilitator affiliated with that team.
 - 3.2.4. A representative from Springboard will be contacting the executive director (or designate) for your agency to discuss whether or not your agency might benefit from HUB team affiliation and, if so, to determine which facilitators should belong to which HUB team.
 - 3.2.5. Please contact Springboard if you feel your HUB team designation is outstanding, or is not correct, or needs to change for some reason.

4 HUB TEAM SELECTION

- 4.1. We are not responsible if information made available on this Site is not accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this Site is at your own risk.
- 4.2. This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

5 MODIFICATIONS TO THE SERVICE

- 5.1. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- 5.2. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

6 THIRD-PARTY LINKS

- 6.1. Certain content available via our Service may include materials from third parties or third party sites. Third party links on this Site may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third party materials or websites, or for any other materials of third parties. The inclusion of any information, material, content or links on the Site should not necessarily be construed as an express nor an implied endorsement of any third party products or services. Unless otherwise indicated, these third party sites are not maintained, operated or controlled by Springboard, and Springboard does not provide any guarantees regarding these third party sites. You assume sole liability for the use or access of such third party sites and/or content.

7 USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 7.1. If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. Any comments that you forward to us, whether requested or not, shall become the exclusive property of Springboard. By submitting such comments, you grant Springboard, its affiliates and assignees a worldwide, royalty-free, perpetual, irrevocable, exclusive right and license to use, reproduce, publish, republish, distribute, edit, store and archive such comments in whole or in part in any form or medium whatsoever, without liability or compensation of any sort. You further irrevocably waive any moral rights with respect to your comments in connection with our exploitation of the rights granted to us under these Terms of Service. You agree that Springboard shall be free to use any ideas, inventions, concepts, know-how or techniques in such comments for any purpose whatsoever, including but not limited to, developing products and services incorporating such comments. In forwarding to us comments, you knowingly and expressly agree with these terms and conditions.

- 7.2. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.
- 7.3. When submitting comments to Springboard, you may not use a false e-mail address, pretend to be someone other than yourself.
- 7.4. Springboard shall have no obligation to review or respond, in any manner, to said comments. Notwithstanding the foregoing, Springboard reserves the right to monitor, delete and/or refuse to transmit, move, or edit any material or information from the Site, in whole or in part, without notice to you that it deems in its sole discretion, unacceptable, undesirable or in violation of any law.

8 USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 8.1. Your submission of personal information through the Website is governed by the HUB Privacy Policy. You may view the HUB Privacy Policy at: <http://www.communitylearninghub.ca/#/privacy>

9 PROHIBITED USES

- 9.1. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.
- 9.2. You may not modify, post, reproduce, distribute, copy, publish, display, transmit, adapt or in any way exploit the contents of the Site or the Services. You will use the Site, the Services any content and information comprising same solely for lawful purposes. You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute available content. You may not take any action to interfere with, or disrupt, the Site or its content, circumvent security measures or attempt to exceed the limited authorization and access granted to you under these Terms of Service.

No permission is given to you to link or provide references to our Site and to use any of Springboard's icon, site address, and trade-marks to provide such links or references, unless you have our prior written permission.

- 9.3. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
- 9.4. The Site and all of its content are protected by copyrights, trade-marks and other applicable intellectual property and proprietary laws and is owned, controlled, and/or licensed by Springboard and/or its affiliates or licensors. The Site and its contents are made available solely for your own personal, non-commercial and lawful use. Nothing contained on the Site should be considered as granting you, by implication, estoppel, or otherwise, any license or right to use any trade-marks, logos, or other names contained in the Site without the express prior written consent of the applicable rights holder.

10 DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 10.1. We do not guarantee, represent or warrant that your use of our Service (including, without limitation, any software, content, products, services or other information comprising, or made available as part of, the Service) will be uninterrupted, timely, secure or error-free.
- 10.2. We do not warrant that the results (including, without limitation, any content, products, services or other information) that may be obtained from the use of the Service will be accurate or reliable.
- 10.3. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.
- 10.4. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products, services, content and information delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 10.5. Springboard, its affiliates, licensors and their respective directors, officers, employees, consultants, agents, contractors, interns, suppliers, service providers and licensors expressly disclaim all warranties, including but not limited to warranties of fitness for a particular purpose, warranties of title and non-infringement and warranties of merchantability.

10.6. In no case shall Springboard, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products, services, content or information procured using the Service, or for any other claim related in any way to your use of the Service or any product, service, content or information, including, but not limited to, any errors or omissions in any product, service, content or information, or any loss or damage of any kind incurred as a result of the use of the Service or any content, product or information posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

11 INDEMNIFICATION

11.1. As a condition of your use of the Site, and to the maximum extent permitted by applicable law, you will indemnify, defend and hold harmless Springboard and our parent, subsidiaries and affiliates and each of their respective partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim, demand, liability and expense, including reasonable attorneys' fees, arising out of: (i) your breach of any provision of these Terms of Service or the documents they incorporate by reference; (ii) your use of the Site and any content contained in the Site; (iii) the submission of any comments by you; or (iv) your violation of any law or the rights of a third party.

12 INDEMNIFICATION

12.1. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

13 TERMINATION

- 13.1. These Terms of Service are effective unless and until terminated by us.
- 13.2. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate your use of the Site and the Services at any time without notice to you.

14 ENTIRE AGREEMENT

- 14.1. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 14.2. These Terms of Service and any policies or operating rules posted by us on this Site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 14.3. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- 14.4.

15 GOVERNING LAW

- 15.1. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the laws of Canada therein.

16 CHANGES TO TERMS OF SERVICE

- 16.1. 16.1.You can review the most current version of these Terms of Service at any time at: <http://www.communitylearninghub.ca/#/terms>
- 16.2. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website, each of which shall be effective immediately upon posting of the updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

17 CONTACT INFORMATION

17.1. Questions about the Terms of Service should be sent to us at: hubinfo@springboardservices.ca.