



Tipi of Hope Foundation

Terms of Use

Authored by: Melissa Lundy

Adopted by the Board on August 26, 2022

Thank you for visiting the Tipi of Hope Foundation's website (the "Website"). The Website is a social networking service operated by Tipi of Hope Foundations ("Tipi of Hope" and/or "Foundation") that lets you communicate and share your thoughts and ideas with the Foundation.

We created this Terms of Use Agreement (the "Agreement") to help explain the terms that apply to your use of the Website, whether you view the Website or participate in its interactive features, including the Share Your Story section.

This Agreement and all the Foundation's Policies guide our and your use of the Website. We expect you to use the Website in a manner consistent with these policies, and should you require a copy of any of our Policies, we expect you to e-mail info@tipiofhope.ca.

Please ensure you follow our Core Values: Storytelling, Respect, Education, Reconciliation, and Community and Relationships. The Website is designed and intended for communication purposes, and we encourage you to direct any individual complaints, concerns, ideas, and suggestions to info@tipiofhope.ca.

1. Website Use in General

When you use the Website, including the Share your Story section, you acknowledge that:

- a) Information you submit is, to the best of your understanding, factual, truthful, and accurate;
- b) Information you submit is your original design and/or content;
- c) You are accountable for updating your contact information so that we can update you about changes to this Agreement, the Website, and other important matters;
- d) You are not violating any applicable law or regulation; and
- e) You will comply with the rules for online conduct and what you contribute to the Website, as discussed in Section 2 below.

Please note that if you access our website via mobile device, individual cell phone and data usage rates apply and will not be reimbursed by the Foundation.

2. Rules Governing Public Communications, Forums, and Interactive Features

The Website provides forums, email, and other features for communication. Please read the Foundation's Privacy Policy and understand your privacy protections.

Please ensure you are familiar with the applicable governing policies before you submit materials for posting to the Website or to Other (to the extent re-posted to the Foundation's social media, used in a Foundation Book, or used on merchandise) (collectively "Contributions"). The Website may also provide the ability to email or otherwise send messages directly to another individual ("Messages"). Your Contributions and Messages ("Communications") and your use of the Website must comply with this Agreement, the Foundation's Policies, and all applicable laws and regulations.

In addition, you agree that you will not do any of the following:

- a) Post Communications that infringe the intellectual property or other legal rights of the Foundation or any other person;
- b) Post Communications that contain worms, viruses, Trojan horses, malicious code, or other harmful or destructive content or that constitutes, installs, or promotes spyware on the Foundation's or any other person's computer;
- c) Post Communications that use statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, or that disparage customers, members, associates, or suppliers, or that might constitute harassment or bullying – examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other protected status;
- d) Post to the Website with spam Communications;
- e) Post Communications that contain advertisements, solicit the Foundation to buy or sell any products or services or use the Website for any commercial purpose;
- f) Transmit chain letters, bulk, or junk email to the Foundation;
- g) Impersonate any other person or entity, sell, or let others use your profile or password, provide false or misleading identification or address information, or violate the personal or proprietary legal rights of any person or entity; and/or
- h) Accept payment or anything of value from a third person in exchange for your performing any commercial activity on the Website.

3. Rights to the Foundation

If you submit a story, poem, or artwork and it is chosen, you give the Foundation exclusive rights (including copyright) to its use at its discretion, in perpetuity, and you consent to its publication. You will not receive any prizes or paid remuneration.

4. Waiver of Moral Rights

By submitting a story, poem, or artwork, you agree that you forfeit and waive all rights, including economic rights and any claim to moral rights, including all rights of attribution, over the story, poem, or artwork submitted to the Foundation.

5. Intellectual Property Rights

All the content on the Website ("Materials"), the trademarks, service marks, and logos contained on the Website ("Marks") are owned by or licensed to the Foundation and are subject to copyright and other intellectual property rights under Canada and foreign laws and international conventions. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any commercial or non-work-related purposes whatsoever without the prior written consent of the respective owners. The Foundation reserves all rights not expressly granted in and to the Website and the Materials. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained in and on the Materials. You agree that you will not circumvent, disable, or interfere otherwise with security-related features of the Website or features that

prevent or restrict the use or copying of any Materials or enforce limitations on the use of the Website or the Materials on the Website.

6. Management of the Website

The Foundation may:

- a) Monitor or review the Website, including Contributions, for violations of this Agreement or the Community Guidelines, and for compliance with the Foundation's policies;
- b) Take appropriate action against anyone who violates this Agreement or the policies
- c) Review Contributions for objectionable content as described above;
- d) Refuse, restrict, or disable access to any Contribution (to the extent technologically feasible);
- e) Manage the Website in a manner designed to protect the rights and property of the Foundation and others and to comply with law; and/or
- f) Facilitate the proper functioning of the Website.

7. Content that Violates This Agreement or Foundation Policies

If you become aware of any content that violates this Agreement or the policies and guidelines, please email info@tipiofhope.ca.

8. Term

The Foundation reserves the right to deny access to and use of the Website for any lawful reason, including for violations of this Agreement or for conduct inconsistent with the Foundation's policies or codes of conduct.

9. Modifications

We may modify this Agreement from time to time. When we do, a new version will be uploaded to our website.

10. Limitation on Liability

Unless otherwise provided by law, in consideration for your use of the Foundation's Website or services you agree that the Foundation shall not be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including but not limited to lost profit damages, arising from your use of the Website, even if the Foundation has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, you agree that the Foundation's liability to you for any cause whatsoever, and regardless of the form of the action, will always be capped at and limited to \$100 CAD.

11. Indemnity

In consideration for your use of the Foundation's Website or services, you agree to indemnify and hold the Foundation and their respective officers, directors, employees, and volunteers harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees on a solicitor and own client basis, made by any other person due to, or arising out of, your Communications, your use of the Website in violation of this Agreement, or any other breach of this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement between you and the Foundation regarding the use of the Website.

13. Assignment

You may not assign your rights under this Agreement to any third party; the Foundation may assign its rights under this Agreement without condition.

14. Severability

This Agreement fully operates as permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

15. No Third-Party Beneficiaries

This Agreement is between you and us. There are no third-party beneficiaries to the Agreement.