

Canadian Positive People Network (CPPN)



Terms and Conditions of Use Policy

(PROVISIONAL)

A Policy Review and Update is Underway

Policy Number: GOV-2021-003 v.1

2020-04-01



PROVISIONAL

Terms and Conditions of Use Policy

Canadian Positive People Network

(CPPN)

For purposes of this Policy, the term “**The CPPN**” shall include the organization’s directors, officers, employees, agents, and financial, legal, and other advisors.

1. Policy Statement

Use of The CPPN’s Website (www.cppnrcps.ca) and/or the “CPPN Members’ Domain” is subject to visitors’ acceptance and compliance with the Terms and Conditions of Use (TCU) stipulated herein.

By accessing and browsing www.cppnrcps.ca and/or the “CPPN Members’ Domain”, you are acknowledging that you have read and understood these TCU and The CPPN’s Privacy Policy, AND, you agree to be bound by these TCU. If you do not or can not agree to be bound by these TCU, or by The CPPN’s Privacy Policy, you are asked not to visit www.cppnrcps.ca and/or the “CPPN Members’ Domain”.

2. Purpose

- a. The purpose of these TCU is to ensure that:
 - i. Visitors to www.cppnrcps.ca and/or the “CPPN Members’ Domain” agree not to engage in any of the following activities:
 1. Sending or relaying spam, impersonation and/or falsely misrepresenting a visitor’s identity;
 2. Anything illegal or fraudulent;
 3. Sharing or disseminating any material or information that is unlawful, harassing in nature or substance, defaming in any way, sexually explicit or obscene, discriminatory or racist; and,



4. Intentionally exposing www.cppnrcps.ca and/or the “CPPN Members’ Domain” to harmful or malicious programs or software.
- ii. Visitors to www.cppnrcps.ca and/or the “CPPN Members’ Domain” acknowledge, understand, and accept that The CPPN owns the intellectual property rights, title and interest solely and that visitors shall not acquire interests of their own.

3. Scope

- a. Information that The CPPN provides as content on www.cppnrcps.ca and/or the “CPPN Members’ Domain”, including, without limitation, all content, site design, text, graphics and the selection and arrangement thereof, is protected by copyright and all rights are reserved. Obligations to comply with the TCU stipulated in this Policy shall not expire.

4. Definitions

- a. **“Harmful or malicious programs or software”** refers but is not necessarily exclusive to:
 - i. Computer viruses;
 - ii. Malware;
 - iii. Trojan horses;
 - iv. Worms;
 - v. Bots; and/or,
 - vi. Anti-Spyware programs.
- b. **“Intellectual Property”** includes but is not necessarily limited to:
 - i. Any material protected by copyrighted; and,
 - ii. Trademarks and other proprietary information, including but not limited to:
 1. Text;
 2. Software;
 3. Photos;
 4. Video;
 5. Graphics;
 6. Music and any other recorded sound.

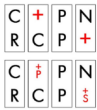


- c. “Documents produced by The CPPN” includes but are not necessarily limited to:
- i. White papers;
 - ii. Press releases;
 - iii. Public communiqués and/or “Calls to Action”;
 - iv. Organizational reports;
 - v. Datasheets;
 - vi. “Interconnected” (newsletter); and;
 - vii. Frequently Asked Questions.

5. Procedure and application

a. General stipulations

- i. Permission to use documents produced the The CPPN is granted, provided that:
 1. Attribution to The CPPN and its permission to use its copyrighted material(s) is made clear;
 2. Use of documents produced by The CPPN is for informational and non-commercial or personal use only; and,
 3. No modifications are made to documents produced by The CPPN.
- ii. Use of documents produced by The CPPN for any other purpose is expressly prohibited. The CPPN reserves the right to seek legal remedies if/when a visitor to www.cppnrcps.ca and/or the “CPPN Members’ Domain” willfully ignores and/or violates this condition.
- iii. The CPPN shares numerous links to external Websites on www.cppnrcps.ca and/or the “CPPN Members’ Domain.”
 1. External Websites are owned and operated by organizations for which The CPPN has no responsibility for content control or oversight.
 2. Visitors who follow external links included on www.cppnrcps.ca and/or the “CPPN Members’ Domain” do so at their own risk.
 3. The CPPN shall not bear responsibility for the accuracy or representation of content contained on external Websites.
 4. If/when The CPPN includes links to external websites on www.cppnrcps.ca and/or the “CPPN Members’ Domain”, visitors shall understand that the presence of these links does not represent an endorsement of The CPPN for any content included on the external Websites.



- iv. The CPPN welcomes and encourages other organizations and/or individuals to include a link to www.cppnrcps.ca on their Websites. However, The CPPN does not want to be linked to or from external Website when such links may compromise The CPPN's credibility or integrity. The CPPN reserves the right to prohibit or refuse any external link if and when The CPPN deems it appropriate to do so.

b. Stipulations which are specific to the “CPPN Members’ Domain

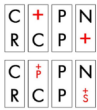
- i. Members of The CPPN who want access to the “CPPN Members’ Domain” are required to formally request such access by way of a registration form that shall require the following:
1. Explicit agreement to abide by The CPPN’s Privacy Policy and these TCU;
 2. Explicit agreement that any comments, suggestions, feedback, etc. that a CPPN Members wants to share with the other members of the “CPPN Members’ Domain” will be reviewed before posting to ensure compliance with The CPPN’s Anti-Harrassment/Discrimination Policy and its Diversity Policy;
 3. The CPPN Member’s first and family names;
 4. The CPPN Member’s email address; and,
 5. Willingness to open a “Google account”.

c. Disclaimers, limitations of liability, and indemnification

- i. Visitors to www.cppnrcps.ca and/or the “CPPN Members’ Domain” understand and agree that:
1. Visitors do so at their own risk.
 2. The CPPN does not make any warranty or guarantee that visits to www.cppnrcps.ca and/or the “CPPN Members’ Domain” will be uninterrupted or error free.
 3. Downloading materials from www.cppnrcps.ca and/or the “CPPN Members’ Domain” is done at visitors’ sole risk.

ii. Limitations of liability

1. To the extent permitted by law, The CPPN shall bear no liability for any:
 - a. Indirect, consequential, incidental, special, compensatory or punitive damages;
 - b. Damages for business interruption, loss of data or business information, or loss of or damage to property; or
 - c. Claims of third parties.



2. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to you.

iii. Indemnity

1. Visitors to www.cppnrcps.ca and/or the “CPPN Members’ Domain” agree to indemnify and hold harmless The CPPN from and against any and all claims, liabilities, damages, demands, losses or expenses (including all legal fees) brought by visitors or any third party arising out of use of www.cppnrcps.ca and/or the “CPPN Members’ Domain” if/when such use breaches these TCU or any of The CPPN’s policies.

iv. Severability

1. If, in any jurisdiction, any part of these TCU is held, by a court of competent jurisdiction, to be invalid or unenforceable, such part of these TCU shall be restricted or eliminated to the minimum extent necessary with respect to that jurisdiction, and the remaining TCU shall otherwise remain in full force and effect.
2. If such invalid or unenforceable provision may be modified to become valid and enforceable, such provision will be deemed to be modified so as to be valid and enforceable to the greatest extent allowed by law.

v. Jurisdiction

1. The CPPN’s registered corporate address is: 302-159 King Street, Peterborough (ON) K9J 2R8. Therefore, the laws of the Province of Ontario and any applicable federal laws of Canada shall govern visitors’ use of www.cppnrcps.ca and/or the “CPPN Members’ Domain”.
2. The courts of the Province of Ontario shall have exclusive jurisdiction over any dispute arising out of visitors’ use of www.cppnrcps.ca and/or the “CPPN Members’ Domain”.

6. Responsibilities

- a. Primary responsibility for monitoring and managing the content and use of www.cppnrcps.ca and/or the “CPPN Members’ Domain” rests with The CPPN’s Executive Director and/or the Board of Directors’ Communications Committee. Approval for any and all exceptions to the directives outlined in these TCU rests with The CPPN’s Board of Directors.
- b. Responsibility for maintaining, monitoring, and revising this Policy rests with The CPPN’s Governance Committee and/or Executive Committee.



7. Inquiries




All questions regarding this Policy and/or any specific one of these TCU shall be directed, in writing, to:

Jeff R. Potts, Executive Director

Canadian Positive People Network

2961 Barlow Crescent, Dunrobin (ON) K0A 1T0

jrpotts@cppnrcps.ca

Approved on:	2020-04-01 This approval is PROVISIONAL pending review.
Approved by The CPPN's Executive Committee:	 Brittany Cameron, Co-chair  Kathleen Bird, Co-chair  Deborah Norris, Secretary of the Board of Directors / Treasurer
Date of last revision:	2020-04-01
Replaces Policy Number:	Not applicable
Date of Next Review:	By May 31, 2020