

Easter Seals Alberta Terms of Service

OVERVIEW AND PURPOSE

- The purpose of the Linked Platform is to connect families/individuals and resources easily.
- The Linked Platform is operated by Easter Seals Alberta.

This platform is operated by Easter Seals Alberta. Throughout the site, the terms “we”, “us” and “our” refer to Easter Seals Alberta. Easter Seals Alberta offers this platform, 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.

By visiting our platform and/ or purchasing a subscription from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are volunteers, organizations, browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before using our platform. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – USER TERMS

- You’re letting us know you agree to the terms.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your province of residence, or that you are the age of

majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use engage in any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) by engaging in those activities.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

- We can end the agreement if we need to.
- Your content is safe.
- Please don't copy our platform without our permission.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, 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.

Your use of the Service is subject to the following restrictions. You will not, and shall not permit others to, (a) modify, copy, or otherwise reproduce the Service in whole or in part; (b) reverse engineer, recompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Service; (c) sublicense, assign, share, timeshare, sell, rent, or otherwise convey in any manner the Service to others; (d) remove any proprietary notices or labels displayed on the Site; and (e) use the Service or Site for any unlawful purpose. All rights not expressly granted to you are reserved by us. There are no implied rights.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- If things are out of date on the website, it's the responsibility of the users.

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 information only. Accuracy is provided by individual users and updated by Easter Seals Alberta on a regular schedule and is therefore not the responsibility of Easter Seals Alberta if information is false or out of date. Any reliance on the material on this site is at your own discretion.

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.

SECTION 4 – DESCRIPTION OF THE SERVICE

- Our service connects families/individuals and resources.
- It allows families/individuals to create a profile to track their connections more effectively.
- Follow the law, don't bulk email or use contacts of individuals outside of the purpose they were gathered for.
- Your data belongs to you and is your responsibility to keep up to date.

The Customer (including all users authorized by the Customer) is hereby granted a permission to use the Service in accordance with the terms of this Agreement and the instructions on the Site for the single company or entity defined in this registration process.

Customer is solely responsible for the content of any information or data stored in our platform ("Stored Information"). Customer warrants that the Stored Information will not contain content that is libelous, obscene, scandalous, or defamatory, and that the Stored Information will not contain content that violates the personal, proprietary, or intellectual property rights of any third party.

Customer agrees not to use the platform for the purpose of sending unsolicited bulk email or SMS messages, or that promotes any commercial activity unrelated to the mission of the Customer's organization. Unsolicited bulk-email and SMS messaging is defined as messages sent to multiple individuals who have not previously established a relationship with the Customer (for example, by creating a profile in the platform) or who have asked to be removed from the Customer's email list or opted out of receiving SMS messages.

SECTION 5 - THIRD-PARTY LINKS

- If you use links to third-party websites, then you are responsible to review their policies and practices.
- We are not responsible for third-party content and its accuracy.

Third-party links on this site may direct you to third-party websites that are the responsibility of the organizations we work with. 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, products, or services of a third-party.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 6 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- We will not tolerate any content that violates human rights legislation or hurts people. We will remove content that includes these things.
- Make sure the content you post represents you and isn't copied from somewhere else.
- If you need to make a complaint, we have a process outlined for that.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

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. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or a third-party as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

You may make a formal complaint about our service here:
easterseals.ab.ca/contact-us/

SECTION 7 - PERSONAL INFORMATION

- We carefully store personal information. If you are about to share personal information, we make sure we remind you so you can give us consent.

Your submission of personal information through the store is governed by our Privacy Policy.

Data stored within the Platform by the Customer is the sole property of the Customer. Title and ownership of the data entered by the Customer remains with the Customer. No transfer of ownership shall occur under this Agreement.

Easter Seals Alberta personnel granted access to the backend of the digital platform, wherein personal client data is accessible, are mandated to undergo a Two-Factor Authentication procedure to enhance security measures.

View our privacy policy here: <https://easterseals.ab.ca/privacy-policy/>

SECTION 8 - ERRORS, INACCURACIES AND OMISSIONS

- Sometimes there are mistakes on our website. We will try not to let that happen, but it might! We will try our best to keep things up to date.

Occasionally there may be information on our platform that contains typographical errors, inaccuracies or omissions that may relate to resources, opportunities, pricing, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or remove access to the website if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 9 - PROHIBITED USES

- Use the Linked Platform the way it was intended.

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. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- We do our very best to make sure there are no service disruptions or errors, and we will fix things right away when they happen, but sometimes, things will go wrong. If that happens contact customer service: info@easterseals.ab.ca.

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

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.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services 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.

In no case shall Easter Seals Alberta, 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 procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) 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.

SECTION 11 – INDEMNIFICATION

- If you don't follow the terms of service, we and our partners are not responsible for any consequence.

You agree to indemnify, defend and hold harmless Easter Seals Alberta and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 12 - SEVERABILITY

- In case something happens that we haven't foreseen, we're agreeing that the rest of the terms of service are valid, and we will do our best to resolve those issues outside of the terms of agreement.

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.

SECTION 13 - TERMINATION

- These terms of service are in place so we can support each other, but if it's not working out, we can stop using the service.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site or paying the fee for the subscription service.

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 this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 14 - ENTIRE AGREEMENT

- Using our service means you're willing to follow the terms of service and you agree to everything in this document.

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.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes 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).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 15 - GOVERNING LAW

- Everyone is still subject to the laws.

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 Alberta, Canada.

SECTION 16 - CHANGES TO TERMS OF SERVICE

- As we learn, we will continue to update this agreement.

You can review the most current version of the Terms of Service at any time at:
<https://easterseals.ab.ca/easter-seals-alberta-terms-of-service/>

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. 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.

SECTION 17 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at:
info@easterseals.ab.ca

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