

### Terms of Use

Please read this Terms of Use Agreement (the "Agreement") carefully. It governs your use of this Website (the "Website") operated by Independent Living Services of Simcoe County (the "ILS"). The Agreement states the terms and conditions under which you (the "User") may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, information on community services. BY ACCESSING AND/OR USING THE WEBSITE, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

The ILS may unilaterally revise this Agreement from time to time, in which case we will provide you with a notice of such revision by posting the amended Agreement on this Website. Use of the Website after such notice will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

### 1. Ownership and Limited Licence

This Website and its Content are protected by copyright law and are owned by The ILS contributors. Individual listings on this Website are the property of the organization identified in the copyright notice at the bottom of each page. The Website application and design is the property of The ILS. The ILS grants to the User a limited, non-transferable and non-exclusive licence to access, view and use (display or print) a reasonable number of search results for their own personal, non-commercial use, provided the information is not modified and that all copyright, trademark and other notices contained in the Website are maintained. None of the information may be otherwise reproduced, republished or re-disseminated in any manner or form without the express prior written consent of The ILS or its affiliates, as the case may be.

### 2. Trademarks

Certain words, phrases, names, titles, graphics, icons, designs, logos and trademarks displayed on the Website may constitute registered or unregistered trademarks, service marks or trade names of The ILS or third parties. While certain trademarks of third parties may be used by The ILS under licence, the display of any such marks or names on the Website does not imply that The ILS or other entities have granted a licence or authorization of any kind.

Any use of the trade-names, trademarks, service-marks and logos (collectively "Trademarks") displayed on the Website, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppels, or otherwise, any licence or right to use any Trademarks displayed on the Website.

### 3. Prohibited Uses

The User is prohibited from posting or transmitting on or through the Website any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. In addition, the User is prohibited from posting or transmitting on or through the Website any information which (a) infringes the rights of others or violates their privacy or publicity rights or (b) is protected by copyright, trademark or other proprietary right, unless with the express written consent of the owner of such right.

Furthermore, you may not, nor may you allow others to, directly or indirectly:

- ♦ use the Website in any manner that could damage, disable, overburden or impair it;
- ♦ use the Website or its Content for commercial or philanthropic prospection purposes (including by use of unsolicited commercial e-mail or SPAM);
- ♦ interfere with the security of, or otherwise abuse, the Website or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked Websites;
- ♦ disrupt or interfere with any other person's use or enjoyment of the Website or affiliated or linked Websites;
- ♦ upload, post or otherwise transmit on the Website any items, including without limitation computer viruses, Trojan horses, worms or other harmful, disruptive or destructive files or computer programs; or

- ♦ use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Website or the Content in whole or in part.

You agree that you are solely responsible for all your actions and communications undertaken or transmitted in the course of your usage of the Website, and that you will comply with all applicable laws concerning the use of or activities on the Website or in respect of the Content. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your use of the Website.

#### **4. Site Listing Services**

##### **4.1 Listing Policy**

The ILS and its affiliates collect, maintain and disseminate listings for used assistive devices for resale or donation. An assistive device can be defined as any device designed or adapted to help people with physical or emotional disorders to perform actions, tasks, and activities. All assistive device equipment should be in good working order unless being offered for parts only, in which case, this must be made clear in the submission.

Inclusion in The ILS's websites is free and is not dependent upon the purchase of a membership, products or separate advertising space from The ILS or any of its affiliates.

##### **4.2 Exclusion**

The ILS reserves the right to exclude from the database any listing that it has, in its own discretion, adequate reason to believe may spread hatred or have a philosophy that could be hurtful to the well-being of individuals, groups or the community as a whole.

Potential grounds for exclusion or removal from the database may include, but is not limited to, service non-delivery, fraud, misrepresentation, discrimination, criminal activities, or operating outside licensing mandates. The ILS reserves the right to refuse to list or to discontinue listings for organizations that have had serious complaints lodged against them with any regulatory body or with other organizations in the database providing similar services, or with The ILS itself.

Decisions to include, exclude, or remove a listing may be appealed by writing to The ILS or its affiliates after a reasonable attempt has been made to resolve the issue with the editorial staff.

##### **4.3 Referral to Other Services**

Users unable to find the information they need are invited to call 211 for referrals to other community information services that provide assistive devices.

##### **4.4 Listing Updates**

The ILS and its affiliates coordinate a team of data editors to continually research and update the information within the Website. Individuals posting devices on the Website are asked to update their information by telephone, fax or e-mail, if and when a listing is no longer relevant (i.e. the device has been sold or given away). Nevertheless, device listings can become invalid so rapidly that some omissions and inaccuracies are inevitable.

The ILS encourages individuals to use the Website to notify the editorial team of changes by using the update information option found on all records on the Website. The ILS and its affiliates reserve the right to verify each change with the listing individual.

The amount of detail, the language used and the presentation of information in describing a device are at the discretion of The ILS.

Changes submitted will not appear automatically or immediately on the Website. Changes are first verified and

processed by staff, with the data on this Website typically updated once a week.

### **5. Linking**

The ILS encourages organizations to use the Website as a central collection of quality information. If you would like to link to the Website, we request that you inform us that you are creating a link by sending a message to [info@communityconnection.ca](mailto:info@communityconnection.ca). Please indicate the URL of the page where the link will be placed; and link to the Website home page instead of specific pages within the Website.

While The ILS encourages links to the Website, it does not wish to be linked to or from any third-party Website which contains, posts or transmits any unlawful information of any kind, including, without limitation, any content i) that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; ii) that may be damaging or detrimental to the activities, operations, credibility or integrity of The ILS ; or iii) that contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

The ILS reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of The ILS.

The framing, mirroring and deep linking of the Website or any of its Content in any form and by any method are strictly prohibited. You may not cause any advertisement including any pop-up or banner advertisement to appear at, or on, or after exiting, the Website.

### **6. No Endorsement**

The inclusion of an organization and information about its programs and services on the Website does not imply endorsement by The ILS, nor does exclusion indicate lack of endorsement.

### **7. Disclaimer**

The information on the Website is provided for information purposes only. It is not intended to provide medical, legal or professional advice whatsoever and should not be relied upon in that respect.

The website and the content are provided "as is". While The ILS endeavours to provide information that is correct, accurate and timely, The ILS makes no representations or warranties, express or implied, regarding the website and the content including, without limitation, no representation or warranty that (i) the content contained in or made available through the website will be fit for a particular purpose, (ii) the website or content will be accurate, complete, current, reliable, or timely, (iii) that the operation of the website will be uninterrupted or error-free, (iv) that defects or errors in the website or the content, be it human or computer errors, will be corrected, (v) that the website will be free from viruses or harmful components, and (vi) that communications to or from the website will be secure and/or not intercepted.

### **8. Limitation of Liability**

In no event shall The ILS be liable for damages of any kind, including, without limitation, any indirect, special, incidental or consequential damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Website or in reliance on the information available on the Website, including, without limitation, any loss of use, lost data, lost business profits, business interruption or any other loss incurred in connection with the use or misuse of the Website, regardless of the cause and whether the action is in contract, tort (including negligence), civil liability or otherwise. The foregoing limitation shall apply even if The ILS knew or ought to have known of the possibility of such damages.

### **9. Indemnity**

You agree to defend, indemnify and hold harmless The ILS and all third parties mentioned at the Website, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting

fees, resulting from your use of the Website or your breach of this Agreement.

### **10. Security**

While every effort is made to ensure that all information provided on the Website does not contain computer viruses, the User should take reasonable and appropriate precautions to scan the User's computer systems for computer viruses and to protect them against the harmful effects of such viruses, including by means of maintaining a complete and current backup of the applicable items or information contained on the User's computer system.

### **11. Termination**

The ILS reserves the right to remove and/or disable access to the Website, with or without notice, to any User who violates this Agreement. If the User violates any provision of this Agreement, the User's permission to use the Content automatically terminates and the User must immediately destroy any copies it has made of the Content. The ILS retains also the right to take any other appropriate legal actions to enforce its rights and disclaims any liability for unauthorized use or reproduction of any portion of the Website.

### **12. Agreement to Privacy**

This material is intended for general information purposes only and should not be distributed, copied or disclosed to anyone else. Its contents are protected by privilege, and all rights to privilege are expressly claimed and not waived. Further, any information that is confidential or personal will be subject to the Freedom of Information and Protection of Privacy Act and other relevant legislation.

### **13. Contact Us**

If you are experiencing difficulties in using the Website or if you have any questions or comments regarding the Website, please contact us at [info@communityconnection.ca](mailto:info@communityconnection.ca).

### **14. General Provisions**

The User agrees that all matters relating to the access to or use of the Website and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada notwithstanding any otherwise applicable conflict of laws rule. The User hereby consents and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this Agreement.

If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will inure to the benefit of and be binding upon the parties and each of their respective successors and assigns.

No waiver, express or implied, by The ILS of any breach or default by User under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Any rights not expressly granted by this Agreement are reserved to The ILS and its affiliates.