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# TERMS AND CONDITIONS

Please read these terms and conditions carefully before using this website ("Site"). By using this Site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, do not use this Site.

The Centre for Grief and Healing – Bereaved Families of Halton/Peel (CFGH-BFO H/P) reserves the right to change and modify any of these terms and conditions, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Site. Your continued use of the Site following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Site terms and applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

## **General**

CFGH-BFO H/P controls and operates this Site from Canada. CFGH-BFO H/P makes no representation that materials on this Site are appropriate or available for use in other locations, and access to this Site from territories where its contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

## **Privacy Policy**

Please refer to our Privacy Policy for information on how CFGH-BFO H/P collects, uses and discloses personally identifiable information from its users.

## **Content Posted by the Public**

1. You are responsible for the content you post to an online channel (including the website and social media). CFGH-BFO H/P reserves the right to delete, remove, or not accept any content you submit that CFGH-BFO H/P believes, in its sole and unfettered discretion, is objectionable or that:
  - a. may be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, hateful, or discriminatory;
  - b. impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or organization;
  - c. may infringe another person's intellectual property rights, including copyright;
  - d. is personal information published without the consent of the person to whom the information relates;
  - e. is unrelated to the content of the relevant channel;
  - f. links to material that is not directly related to the discussion on the relevant channel;
  - g. is commercial promotion or spam;
  - h. violates any law or material not in keeping with the safe and welcoming environment of CFGH-BFO H/P.

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## Content Posted by the Public

- While CFGH-BFO H/P will attempt to remove or edit any objectionable content, it may not be possible to review all content immediately. Therefore, you acknowledge that all content submitted to an online channel expresses the views and opinions of the person submitting it, and CFGH-BFO H/P bears no liability for the content.
- The content you submit to an online channel remains your property, but by submitting it, you grant CFGH-BFO H/P an ongoing license to use, reproduce, publish, display, distribute, transmit, modify, adapt, and create derivative works of such content without payment of any compensation to you. You also waive any moral rights you may have in any content you submit. This license continues even if you stop using the relevant online channel. You also agree to respect the intellectual property rights of others when using online channels and for all content you submit to a channel.

## Content Posted by CFGH-BFO H/P

- All content published and made available on CFGH-BFO H/P's Site and social media channels is the property of CFGH-BFO H/P. This includes, but is not limited to, all images, logos, documents, downloadable files, and anything that contributes to the composition of our Site. In order to reproduce this content, permission is required from CFGH-BFO H/P, except that the content may be reproduced in accordance with the Terms of Use.

## Use and Sharing of CFGH-BFO H/P's Content

1. You are welcome to share the text on CFGH-BFO H/P's Site and ask that you credit CFGH-BFO H/P and link back to CFGH-BFO H/P's Site – and preferably directly to the page on which you found the original content – as long as the link:
  - a. is not in any way deceptive;
  - b. does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services;
  - c. fits within the context of the linking party's site.
2. CFGH-BFO H/P reserves the right to request the removal of any links or all links to CFGH-BFO H/P's Site. You agree to immediately remove all links to CFGH-BFO H/P's Site upon request. CFGH-BFO H/P also reserves the right to amend these terms and conditions and its linking policy at any time. By continuously linking to CFGH-BFO H/P's Site, you agree to be bound by and follow these linking terms and conditions.

## Refund Policy

- CFGH-BFO H/P is grateful for all donations received in support of our grief support services. Due to restrictions imposed by law and the nature of charitable donations, CFGH-BFO H/P cannot provide refunds for donations once they have been received. However, if you believe that your donation was made in error, please contact us. All mistaken or unauthorized donations are refunded using the original method of payment.

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## Feedback and Materials

- Any comments or materials sent to CFGH-BFO H/P (via any medium including email and regular mail), including feedback data such as questions, ideas, comments, suggestions, or the like regarding this Site or any other services (collectively "Feedback"), shall be deemed to be non-confidential and shall become the sole property of CFGH-BFO H/P. By submitting Feedback, you hereby assign all rights in the Feedback to CFGH-BFO H/P, and CFGH-BFO H/P shall have no obligation of any kind with respect to such Feedback.
- Without limiting the foregoing, CFGH-BFO H/P shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works, and distribute the Feedback to others without limitation, without acknowledgment or compensation to you. Furthermore, you expressly waive any moral rights you may have in such Feedback.
- If you find any link on CFGH-BFO H/P's Site that is offensive for any reason, you are free to contact and inform CFGH-BFO H/P at any time. CFGH-BFO H/P will consider requests to remove links, but CFGH-BFO H/P is not obligated to do so or to respond to you directly.
- CFGH-BFO H/P does not ensure that the information on this website is correct. CFGH-BFO H/P does not warrant its completeness or accuracy, nor does CFGH-BFO H/P promise to ensure that the website remains available or that the material on the website is kept up to date.

## Limitation of Liability

- CFGH-BFO H/P and its Board of Directors, employees, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses, including legal fees, arising from your use of the Site.

## Indemnity

- You agree to defend, indemnify, and hold CFGH-BFO H/P, its affiliates, independent contractors, service providers, suppliers, licensors, and consultants, and their respective officers, directors, employees, and agents (the "Indemnified Parties"), harmless from and against any claims, damages, costs, actions, demands, liabilities, and settlements and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to your violation of these Terms and Conditions, any User Content you post, store, or otherwise transmit on or through the Site, or your use of or inability to use the Site, including without limitation any actual or threatened suit, demand, or claim made against the Indemnified Parties, arising out of or relating to the Content, your conduct, or your violation of the rights of any third party.

## Severability

- If any provision of these Terms and Conditions is found to be inconsistent or invalid under applicable laws, that provision will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal, and the rest of these Terms and Conditions will still be considered valid.

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## Changes

- These Terms and Conditions may be amended from time to time to maintain compliance with the law and reflect changes in the way we operate our Site and expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## Applicable Law

- These Site Terms and your use of the Site are governed and construed in accordance with the laws of the Province of Ontario, applicable to agreements made in and to be entirely performed in the Province of Ontario, without resort to its conflict of law provisions. You agree that any action at law or in equity arising or in any way relating to these Site Terms shall be filed only in the provincial and federal courts, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Site Terms.

## Contact Details

Please contact us if you have any questions or concerns. You may contact our Executive Director at [executivedirector@bereavedfamilies.ca](mailto:executivedirector@bereavedfamilies.ca). You can also contact us through the feedback form available on our Site under "Contact Us".

**Effective Date:** July 1st, 2023