

TERMS OF SERVICE – Volunteer Information Portal (ViP)

Last Updated: August 4, 2023

OVERVIEW

This website and proprietary web application is operated by Strong Start® Charitable Organization. Throughout the site, the terms “we”, “us” and “our” refer to Strong Start Charitable Organization. Strong Start Charitable Organization offers this website – **the Volunteer Information Portal (ViP)**, including all information, tools and services available from this site to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, 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. These Terms of Service apply to all users of the site including, without limitation, users who are, volunteers, and program partners.

Please read these Terms of Service carefully before accessing or using the ViP. 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 ViP 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 ViP 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 - GENERAL CONDITIONS

We reserve the right to refuse access 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 ViP through which the service is provided, without express written permission by us.

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

SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the ViP is not accurate, complete or current. The material on this site is provided for program purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. Personal information entered into the ViP is the responsibility of you in terms of accuracy and authority to obtain and use personal information. 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 the ViP 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.

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 3 – THIRD PARTY TOOLS AND LINKS

We may provide you with access to third-party tools which we neither monitor nor have any control nor input. (Examples include Google Maps, or Vimeo.)

Third-party links on this site may direct you to third-party websites and services that are not affiliated with us. 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 third parties.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools and services.

Any use by you of third party or optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). 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 4 - PERSONAL INFORMATION

Your submission of personal information through the ViP is governed by our Privacy Notice. To view our Privacy Notice, visit our [Accountability](#) page.

SECTION 5 - PROHIBITED USES

The ViP is to be used solely in conjunction with the programs offered by Strong Start Charitable Organization. In addition to other prohibitions as set forth in the Terms of Service and the agreement with your organization, if applicable, you are prohibited from using the ViP 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 6 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

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.

In no case shall Strong Start Charitable Organization, our employees, or partners be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind.

SECTION 7 - SEVERABILITY

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 8 - TERMINATION

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 ViP, or when you cease using the ViP.

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/or accordingly may deny you access to our ViP (or any part thereof).

SECTION 9 - ENTIRE AGREEMENT

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 ViP, 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).

SECTION 10 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We will notify users of any material changes in the Terms of Service by email and/or through a notification on the ViP login page.

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 the ViP. 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 11 – GOVERNING LAW

These Terms of Service and any disputes arising out of or relating to it, including its validity, interpretation, performance, and breach, shall be governed by and construed in accordance with the laws of the province of Ontario, Canada, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to these Terms of Service shall be brought exclusively in the courts of the province of Ontario, Canada, and you consent to the personal jurisdiction of such courts.

SECTION 12 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to:

Strong Start® Charitable Organization
1-565 Kumpf Dr.
Waterloo, Ontario N2V 1K3
Toll-free: 1-833-419-READ (7323) ext. 100
support@strongstart.ca

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