

Standards Community Terms of Service

1. Introduction and Service Terms

The Standards Community, including offline components (collectively, "the Service") is owned and managed by Imagine Canada ("the Company") and as a user you are granted a non-exclusive, revocable license to access the Service under its terms & conditions of use ("Terms of Service"). Your use of the Service constitutes your agreement to the following terms & conditions of use. If you are entering into this agreement on behalf of a charitable or nonprofit organization or other legal entity you represent you must have the authority to bind such entity to these terms & conditions ("the Agreement"), in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms & conditions, you must select the "I DECLINE" button and may not use the Service. Clicking the "I ACCEPT" button or otherwise using the Service constitutes your agreement to the following terms & conditions of use. Imagine Canada reserves the right to update and change these Terms of Service without notice. Imagine Canada may terminate your use of the Service if you are in breach of these terms & conditions.

Imagine Canada hereby grants you a non-exclusive, non-transferable, right to use the Service, for your business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Imagine Canada. You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in these terms & conditions or with the prior written consent of Imagine Canada. You may not use electronic or other means to extract details or information about Imagine Canada's content, users or contributors in order to offer them any services or products which compete directly or indirectly with Imagine Canada's services and products. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, provincial, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Imagine Canada immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Imagine Canada immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Imagine Canada user or provide false identity information to gain access to or use the Service.

3. Account Terms

You are responsible for maintaining the security of your account and password. Imagine Canada cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all content posted and activity that occurs under your account.

You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws). You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process. Additional users may be added per organization upon request by contacting the Program staff at standards@imaginecanada.ca.

Participating or using the Service does not guarantee accreditation in the Standards Program. After we receive payment Imagine Canada will provide you with log-in access and instructions to access the Service within three business days.

4. Pre-authorized Charges and Payment of Fees

You will be billed on the same day of every month for the Service from the date you register. **The day of initial registration will be your monthly billing date.** Your payment covers the month after you register. By signing up for pre-authorized monthly payments, we will automatically charge your credit card the total amount of your bill each month from the credit card of your choice. Automatic pre-authorized credit card withdrawals are processed up to seven business days after the bill date shown on your invoice. You will receive a monthly invoice detailing your payment. You shall pay all fees or charges

to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. There is no need for you to call us to confirm that you have made a payment. The initial charges will be based on Imagine Canada's Standards Program [fee schedule](#).

- You certify that the information provided in the authorization is correct and that you will notify Imagine Canada in the event of any changes.
- You certify that your credit card is in good standing, with sufficient funds to cover the payments as they become due.
- Charges will apply if any payments are not met due incorrect credit card information.
- All payments will be drawn from Canadian financial institutions only and will be withdrawn in Canadian funds.
- This agreement can be terminated upon notification, at any time, by either you or Imagine Canada.
- It is your responsibility to ensure that the credit card information provided to Imagine Canada is up-to-date and accurate. Should your credit card expire during your tenure in the Standards Community, you must notify Imagine Canada of this change in order for your account to remain in good standing.
- All amounts paid are non-refundable.

You are responsible for paying for fees based on your organization's revenues as long as you are designated as participating in the Community, whether or not the Service is actively used. You must provide Imagine Canada with a valid credit card as a condition to signing up for the Service. An authorized License Administrator may add or modify your license terms with written permission.

5. Billing and Renewal

Imagine Canada charges and collects monthly fees in advance for use of the Service. Imagine Canada will automatically renew and bill your credit card each month. Fees for other services pertaining to the Standards will be charged upon separate agreement. You agree to provide Imagine Canada with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Imagine Canada reserves the right to terminate your access to the

Service in addition to any other legal remedies. If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Imagine Canada reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail.

6. Cancellation

To cancel your account, go to the link provided in the billing email. If you do not have your billing email – please send an email standards@imaginecanada.ca to have this link sent to you within five business days. **If you do not cancel before your monthly billing date you will be charged for the subsequent month. Your payment for the subsequent month is not refundable.** You will continue to have access to the Service until the account expires or is otherwise terminated.

7. Intellectual Property Ownership

Imagine Canada alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Technology or the Intellectual Property Rights owned by Imagine Canada. The Imagine Canada name, the Imagine Canada logo, and the product names associated with the Service are trademarks of Imagine Canada, and no right or license is granted to use them.

8. Non-Payment and Suspension

In addition to any other rights granted to Imagine Canada herein, Imagine Canada reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). If you or Imagine Canada initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Imagine Canada may charge such unpaid fees to your

credit card or otherwise bill you for such unpaid fees. You agree and acknowledge that Imagine Canada has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

9. Termination for Cause

Any breach of your payment obligations or unauthorized use of the ICSC Technology or Service will be deemed a material breach of this Agreement. Imagine Canada, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Imagine Canada may terminate a free account at any time in its sole discretion. You agree and acknowledge that Imagine Canada has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Imagine Canada represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Imagine Canada help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

11. Mutual Indemnification

You shall indemnify and hold Imagine Canada, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this

Agreement, provided in any such case that Imagine Canada (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Imagine Canada of all liability and such settlement does not affect Imagine Canada's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Imagine Canada shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a Canadian patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Imagine Canada of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Imagine Canada; provided that you (a) promptly give written notice of the claim to Imagine Canada; (b) give Imagine Canada sole control of the defense and settlement of the claim (provided that Imagine Canada may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Imagine Canada all available information and assistance; and (d) have not compromised or settled such claim. Imagine Canada shall have no indemnification obligation, and you shall indemnify Imagine Canada pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

12. Disclaimer of Warranties

Imagine Canada and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Imagine Canada and its licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or

otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Imagine Canada and its licensors.

13. Internet Delays

Imagine Canada's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Imagine Canada is not responsible for any delays, delivery, failures, or other damage resulting from such problems.

14. Limitation of Liability

In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omissions, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

15. Modification to Terms

Imagine Canada reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

16. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Imagine Canada but may be assigned without your consent by Imagine Canada to (i) a new staff member assigned to the Standards program by your organization, (ii) a parent or subsidiary organization, (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Imagine Canada directly or indirectly owning or controlling 50% or more of your organization shall entitle Imagine Canada to terminate this Agreement for cause immediately upon written notice

17. Get in touch

If you need to discuss your account status with anyone email us at standards@imaginecanada.ca