

**Community Connection  
Website Terms of Use  
August 7, 2023**

These Terms of Service (this “Agreement”) outline the terms and conditions that apply to your access and use of the internet websites located at 211CentralEastOntario.ca and [Community Connection.ca](https://www.communityconnection.ca), and the services available thereon (collectively, the “Site”), owned and operated by Community Connection (“COMMUNITY CONNECTION”, “we”, “our” or “us”), as well as the services provided by Community Connection by telephone, including without limitation the services that enable you to speak to resource referral experts by dialing 2-1-1, sending SMS messages to 2-1-1, or web-chatting on the Site (the “Services”).

BY ACCESSING OR USING THE SITE OR SERVICES, IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THE SITE AND SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement and Community Connection’s Privacy Policy located on each of our websites. Community Connection may update this Agreement or the Privacy Policy at any time. You should review this Agreement and the Privacy Policy from time to time by accessing the Site. Your continued use of the Site and/or the Services will be deemed irrevocable acceptance of any such revisions.

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**1. Intellectual Property Rights**

All material available on the Site and all material and services provided by or through Community Connection, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners, including, but not limited to, software, all informational text, software documentation, design of and “look and feel,” layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “Materials”), are owned by us or our licensors or service providers and are protected by copyright, trademark, trade secret and other intellectual property laws.

Subject to your compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, Community Connection grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Materials that we make available to you solely for your personal, informational, and non-commercial use, or as separately expressly authorized by Community Connection in writing.

**2. Personal Information**

For the purposes of this Agreement and the Privacy Policy, “personal information” is any information about an identifiable individual, as defined in the Privacy Policy.

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Community Connection retains the right to use or share any Aggregated Data generated by anyone using the Site or the Services, including our users, for the purpose of enhancing and providing the Services. "Aggregated Data" means data that does not contain personal information and which has been manipulated or combined to provide generalized, anonymous information.

**3. Acceptable Use and Conduct**

You agree that you will not use the Site or Services in a manner that:

- a) contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- b) is libellous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- c) impersonates a Community Connection employee or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Services or a portion thereof without proper authorization;
- d) interferes or attempts to interfere with the proper working of the Site or Services or prevents others from using the Site or Services, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other person's ability to use the Site or Services;
- e) uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Services or the content contained therein;
- f) except as expressly permitted by Community Connection, licenses, sublicenses, rents or leases the Services to third parties or uses the Services for third-party training, commercial time-sharing or service bureau use;
- g) includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, forged headers, or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Site or Services to users;
- h) stalks or otherwise harass anyone on the Site or using the Services or with information obtained from the Site or Services;
- i) attempts to gain unauthorized access to the computer systems of Community Connection or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Services;
- j) decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services or any other Community Connection technology;
- k) copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivative works from, displays, performs, publishes, distributes, redistributes, or disseminates all or any part of the Site or Services; and
- l) accesses the Site to upload any content or computer code for the purposes of:
  - causing a breach or override of security to the Site or Services;
  - interfering with the proper working, functionality or performance of the Site or Services; or
  - preventing others from accessing or using the Site or Services.

**4. Disclaimer of Warranties**

YOUR USE OF THE SITE, SERVICES OR PAID SERVICES AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE, SERVICES OR PAID SERVICES, INCLUDING ANY THIRD-PARTY SOFTWARE AND

CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE, SERVICES AND PAID SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMMUNITY CONNECTION EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE, SERVICES OR PAID SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

COMMUNITY CONNECTION DISCLAIMS ANY WARRANTY THAT THE SITE, SERVICES OR PAID SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME-TO-TIME COMMUNITY CONNECTION MAY REMOVE THE SITE OR STOP PROVIDING THE SERVICES OR PAID SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU. YOUR ACCESS AND USE OF THE SITE AND THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE, SERVICES OR PAID SERVICES, OR OTHER ACTIONS THAT COMMUNITY CONNECTION, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. COMMUNITY CONNECTION MAKES NO GUARANTEE REGARDING: (A) THE AMOUNT, TIMING AND DELIVERY OF ANY CLICKS OR IMPRESSIONS WITH RESPECT TO ANY CONTENT (INCLUDING THIRD-PARTY CONTENT) OR ADVERTISING ON THE SITE; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE OR CONTENT WITH THE SITE, SERVICES OR PAID SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMMUNITY CONNECTION OR THROUGH OR FROM THE SITE, SERVICES OR PAID SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE, SERVICES and PAID SERVICES ARE offered and controlled by Community Connection from its facilities in Canada. Community Connection makes no representations that THE SITE, SERVICES, OR PAID SERVICES ARE appropriate or available for use in other locations. Those who access or use THE SITE, SERVICES, OR PAID SERVICES from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **5. Third-Party Sites and Content**

The Site permits you to link to other websites or resources on the Internet, which may contain links to the Site. These other websites are not under Community Connection's control, and you acknowledge that Community Connection is not responsible or liable for any third-party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety, or intellectual property rights of or relating to such third-party content or any other aspect of such websites or resources. Including any such link does not imply endorsement by Community Connection or any association with its operators. You further acknowledge and agree that Community Connection will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content, goods, or services available on or through any such website or resource. Access and use of third-party sites, including the information, material, products, and services on third-party sites or available through third-party sites, is solely at your own risk.

**6. Listing Inclusion**

Links to other websites or resources on the Site (“Listings”) are included on the Site for free, and their inclusion is not dependent upon purchasing a membership, products or separate advertising space from Community Connection.

**7. Exclusive Remedy and Limitation of Liability**

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL COMMUNITY CONNECTION OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF COMMUNITY CONNECTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE, SERVICES, OR PAID SERVICES OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. COMMUNITY CONNECTION’S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (A) \$100; AND (B) THE TOTAL AMOUNTS YOU PAID TO COMMUNITY CONNECTION IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, COMMUNITY CONNECTION’S LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS WILL APPLY WITH RESPECT TO THIRD-PARTY LIABILITY OF ANY KIND.

THE FOREGOING LIMITATIONS WILL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICES PROVIDED ON ANY THIRD-PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN COMMUNITY CONNECTION AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD-PARTY SITES.

Community Connection will have no liability whatsoever for any damages, liabilities, losses, or any other consequences you may incur as a result of any modification, suspension or discontinuance of the Site and/or the Services.

**8. Limitation of Time**

You agree that you will not bring a claim under or related to this Agreement more than 12 months from when your claim first arose.

**9. Indemnity**

You agree to indemnify, defend, and hold harmless Community Connection, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the “Indemnified Parties”), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys’ fees) (collectively and individually, “Claims”) incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site, the Services, or the Paid Services,

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including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services, and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. Community Connection reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify Community Connection and you agree to cooperate with Community Connection's defence of these Claims. You agree not to settle any matter without the prior written consent of Community Connection. Community Connection will use reasonable efforts to notify you of any such Claim upon becoming aware of it.

**10. Cancellation and Termination**

Community Connection reserves the right at any time, and without cost, charge, or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. Community Connection reserves the right to modify, suspend or discontinue the Site and/or Services, Paid Services, or any portion thereof, at any time and for any reason, with or without notice.

**11. Miscellaneous**

If there is any dispute between you and Community Connection about or involving this Agreement, the Site, the Services, or the Paid Services, you hereby agree that the dispute will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein without regard to its conflict of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable will be stricken from this Agreement.

You agree that if Community Connection does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Community Connection has the benefit of under any applicable law), this will not be taken to be a formal waiver of Community Connection's rights and that those rights or remedies will still be available to Community Connection.

The sections of "Intellectual Property Rights," "Disclaimer of Warranties," "Third Party Sites and Content," "Exclusive Remedy and Limitation of Liability," "Limitation of Time," "Indemnity" and "Miscellaneous" will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

This Agreement is the entire agreement between us relating to the subject matter in this Agreement. This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation, or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.

**12. Contacting COMMUNITY CONNECTION**

You may contact Community Connection by email at [info@communityconnection.ca](mailto:info@communityconnection.ca) or by mail at 199 Campbell Street, Collingwood, ON L9Y 4J9