

# Grant Connect Terms of Service Agreement

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Imagine Canada is a national charitable organization whose cause is supporting and strengthening by Canadian Charities and nonprofits so they can, in turn, support the Canadians and communities they serve.

The grantconnect.ca website (the “Website”) and the services offered at the Website are owned and operated by Imagine Canada. This Terms of Service Agreement (the “Terms”) sets out the terms and conditions on which Imagine Canada is willing to provide the services, information and content provided by Imagine Canada at or through the Website from time to time, together with related support and training services offered by Imagine Canada (collectively the “Services”). The Services are offered on a subscription basis conditional on acceptance of the Terms. In these Terms “you” or “Subscriber” refers to any person who has purchased a subscription for the Services or who is given a free trial subscription for the Services. Please read the Terms carefully before proceeding further.

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### **Accepting the Terms**

To use the Services, you must first agree to the Terms.

BY COMPLETING THE REGISTRATION PROCESS YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

If you are given a free trial of the Services, the Terms will also govern that free trial and your use of the Services will signify your agreement to and acceptance of the Terms.

All Authorized Users (as hereinafter defined) will also be bound by these Terms and use of any portion of the Services by an Authorized User constitutes the Authorized User's agreement to and acceptance of the Terms.

### **Subscription Requirements**

Persons eligible to subscribe to the Services are:

- (a) individuals who are at least 18 years old;
- (b) non-profit organizations, charities or charitable foundations;
- (c) government organizations;
- (d) consultants and other for profit organizations engaged in the support of the charitable and not for profit sector.

provided that no individual or organization which competes with Imagine Canada or any of its services (as determined in the discretion of Imagine Canada) is eligible to subscribe. Imagine Canada reserves the right to refuse any subscription

To subscribe you must complete the Registration Form provided at the Website or provided by mail and pay the subscription fees and all applicable taxes by one of the methods identified in the Registration Form. Current information regarding subscription fees payable for our different Rate Plans is available at the Website [www.grantconnect.ca](http://www.grantconnect.ca).

When you register, you agree:

- (a) to supply all requested information; and
- (b) to ensure all the information provided is accurate.

### **Access Rights**

During the Term (as hereinafter defined), Subscriber will have a limited, revocable, non-transferable and non-exclusive licence to use the Services through designated employees or volunteers of Subscriber ("Authorized Users") solely for Subscriber's internal research and operations purposes consistent with this Agreement. Imagine Canada will issue an individual logon identifier and password to one Authorized User who will be designated as Account Administrator. The Account Administrator will administer access to the Services on behalf of Subscriber. Subscriber acknowledges and agrees that only its Account Administrator shall be authorized to bind Subscriber in connection with any Services provided to Subscriber. Imagine Canada will register additional Authorized Users and assign each such Authorized User a unique logon identifier and password in accordance with the rate plan selected and paid for by Subscriber. No persons other than Authorized Users registered with Imagine Canada may access or use the Services. Requests to change any Authorized User for a Subscriber must be made to Imagine Canada in writing. Subscribers must notify Imagine Canada if an Authorized User ends his or her engagement with the Subscriber so that his or her logon identifier and password can be deactivated.

### **Rate Plans**

**Essential Plan:** Under the Essential Plan the Subscriber is entitled to receive an individual logon identifier and password for the Account Administrator designated by the Subscriber and for two (2) additional Authorized Users designated by the Account Administrator. Access to Services can be made available to additional Authorized Users, if needed, on payment of \$75 per year for each additional Authorized User registered.

**Premium Plan:** Under the Premium Plan the Subscriber is entitled to receive an individual logon identifier and password for the Account Administrator designated by the Subscriber and for up to nine (9) additional Authorized Users designated by the Account Administrator. Access to the Services can be made available to additional Authorized Users, if needed, on payment of \$75 per year for each additional Authorized User registered.

## **Term and Renewal**

Subscriber may purchase either a one or two year subscription term which will commence on the date of activation of Subscriber's account by issuance of Authorized User logon identifiers and passwords.

On expiration of any initial term or renewal term a subscription will not automatically renew. A renewal term must be purchased by registering for the renewal on the Website and paying the applicable subscription fee for the renewal term. The subscription fees applicable for any renewal term will be Imagine Canada's standard subscription fees in effect on the renewal date as posted on the Website. While Imagine Canada will endeavour to provide notification of subscription fee increases, it shall have no obligation to do so. Any renewal shall be on the terms and conditions of Imagine Canada's standard Terms of Service Agreement for the Services in effect at the date of renewal.

Subscriber will have access to the Services for a period (the "Transition period") of not less than four (4) weeks following expiry of the current subscription term in order to permit Subscriber to transition Subscriber Data, subject to the provisions of this Agreement. If the Subscriber purchases a further subscription term during such Transition Period the further term will be deemed a renewal term and will be deemed to have commenced on the day following the expiry of the previous term.

## **Subscriber Responsibilities**

Subscriber shall be responsible to ensure that each Authorized User will:

- (a) be responsible for the security and/or use of his or her logon identifier;
- (b) not disclose such logon identifier to any person or entity;
- (c) not permit any other person or entity to use his or her logon identifier;
- (d) use the Services consistent with this Agreement; and

Subscriber will be responsible for:

- (e) advising each Authorized User of his or her obligations under this Agreement and of the license restrictions set forth herein; and
- (f) any and all costs and expenses incurred through the use of Subscriber's logons.

Imagine Canada reserves the right to deny, suspend or revoke access to the Services, in whole or in part, if Imagine Canada believes Subscriber and/or its Authorized Users are in breach of, or using the Services in a manner inconsistent with, this Agreement.

## **Security**

Subscriber will be responsible for all electronic communications, including account registration and other account holder information, email and business and other data, including Subscriber Data as defined below (collectively "Electronic Communications") entered through or under Subscriber logons or

passwords. Imagine Canada will act as though any Electronic Communications it receives through or under logons or passwords issued to Subscriber's Authorized Users has been sent by Subscriber. Subscriber agrees to notify Imagine Canada immediately if Subscriber becomes aware of any loss or theft or unauthorized use of any of Subscriber logons or passwords. The security of Subscriber Data (as defined below) shall be maintained through the use of data encryption, data security protocols, passwords and/or other methods that Imagine Canada may employ, or which Imagine Canada may suggest or require that Subscriber employ. However, Subscriber acknowledges that Imagine Canada cannot guarantee that the Web Site and Subscriber Data will be protected against third party or other actions beyond its reasonable control. Subscriber specifically agrees that Imagine Canada will not be responsible for unauthorized access to or alteration of any transmissions or data, any material or data received or not received, or any transactions entered into through the Services.

### **Electronic Communications between Subscriber and Imagine Canada**

The Services allow Subscriber to send Electronic Communications directly to Imagine Canada and interact within applicable areas of the Services. Electronic Communications include Subscriber data that Subscriber uploads, posts or enters in the Services through use of Service features at the Website ("Subscriber Data"). Subscriber Data includes attachments uploaded by Authorized Users, data within the saved notes and request size fields of the Website, pipeline stages applied to web pages, or any created labels or the web pages they have been applied to. Subscriber acknowledges and agrees to the following with respect to use of Electronic Communications through the Services:

- (a) Imagine Canada shall be entitled, but is not obligated, to review or retain Subscriber's Electronic Communications for Subscriber's compliance with this Agreement and the security of the Services. Imagine Canada may also review or retain Electronic Communications (other than Subscriber Data) for other reasons, which Imagine Canada believes in good faith, will improve the quality of the Services. Imagine Canada will use Subscriber Data only for the purposes of providing the Services to Subscriber and otherwise carrying out the intent of this Agreement and exercising and performing its rights and obligations hereunder.
- (b) Imagine Canada may disclose Electronic Communications if required to by law or in the good faith belief that such disclosure is reasonably necessary to:
  - (i) comply with legal, judicial or other governmental process;
  - (ii) enforce the Terms;
  - (iii) respond to claims that any Electronic Communications violate the rights of third parties; or
  - (iv) protect the rights, property, or personal safety of Imagine Canada, its users or others;
- (c) Subscriber will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy), without first obtaining the permission of the owner of such rights;

(d) Subscriber shall not provide, disclose, divulge or make available to, or permit use (directly or indirectly) of the Services by, any third party (including, without limitation, any affiliate of Subscriber or any competitor of Imagine Canada) without Imagine Canada's prior written consent; and

(e) Subscriber shall not use the Services for the purpose of providing services to any third party or for the purpose of monitoring the availability, updates, performance or functionality of the Services, or for any other benchmarking or competitive purpose.

### **Retention of Subscriber Data**

Subscriber Data will be inaccessible at the end of Subscriber's subscription term and expiry of the Transition Period. Imagine Canada will endeavour to retain Subscriber Data for a period of 24 months following expiry of a subscription term. If the Subscriber purchases another subscription term prior to destruction of their Subscriber Data then the Subscriber Data will again become accessible to Subscriber. Subscriber shall have no right to access Subscriber Data in the possession of Imagine Canada outside of a subscription term and the Transition Period afforded on expiry of a subscription.

Notwithstanding the foregoing and any description of the Services provided by Imagine Canada in the Website or otherwise, and without limiting any other provision of these Terms, Imagine Canada shall have no liability for failure to store or retain Subscriber Data or for any failure or interruption of the Services or of the electronic connections to Subscriber Data.

### **Content**

The Services are meant to be used as a resource. Imagine Canada does not approve, recommend or endorse charities, donation practices or evaluation tools or any of the advice, opinions, information, products or services of any third parties provided by the Services.

All information presented in the Services, including financial information, links, text, graphics, images, webinars and other material, either provided by Imagine Canada or by others, are presented as a general informational service.

### **Notice of Disclaimers**

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. YOUR USE OF AND RELIANCE THEREON ARE AT YOUR OWN RISK. IMAGINE CANADA DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION OF THE FOREGOING AND NOTWITHSTANDING ANYTHING HEREIN CONTAINED, (A) IMAGINE CANADA DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, UP TO DATE OR RELIABLE, OR (IV) ANY ERRORS IN IMAGINE CANADA'S SOFTWARE OR THE SERVICES WILL BE

CORRECTED; (B) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM IMAGINE CANADA OR THROUGH THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT; AND (C) NO LEGAL ADVICE OR COUNSEL IS GIVEN, OR SHALL BE DEEMED TO HAVE BEEN GIVEN, BY THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE THAT ALTHOUGH IMAGINE CANADA USES COMMERCIALY REASONABLE EFFORTS TO ENSURE THE PROTECTION OF SUBSCRIBER DATA, IMAGINE CANADA DOES NOT PROVIDE OR GUARANTEE ABSOLUTE SECURITY.

Imagine Canada does not warrant the Service to be compatible with every Internet browser or with every workstation. Subscriber is responsible for ensuring that the software and hardware used by Subscriber is suitable to access and use the Services.

### **Limitation of Liability**

IN NO EVENT WILL IMAGINE CANADA BE LIABLE OR RESPONSIBLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY TYPE OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF PROPRIETARY MATERIAL, RIGHTS OR SERVICES, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, THE WEBSITE AND/OR THE CONTENTS ON THE WEBSITE OR ANY OTHER SITES LINKED TO THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE. IF USERS ARE DISSATISFIED WITH ANY SERVICES, WITH THE OPERATION OF THE WEBSITE OR WITH ANY OF THESE TERMS, THE EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND THE WEBSITE. IF, NOTWITHSTANDING THE FOREGOING, IMAGINE CANADA OR ANY OF ITS THIRD PARTY PROVIDERS ARE FOUND LIABLE IN CONNECTION WITH A CLAIM ARISING OUT OF OR RELATED TO USING OR ACCESSING THE SERVICES OR THE WEBSITE, THEIR AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, HOWSOEVER ARISING, SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE SERVICES. WITHOUT LIMITING THE FOREGOING, IMAGINE CANADA SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH IMAGINE CANADA DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO, FAILURE OR ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECTION PROBLEMS; BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICES PROVIDERS OR OTHER EQUIPMENT OR SERVICES RELATING TO SUBSCRIBER'S COMPUTERS; PROBLEMS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES OR SUBSCRIBER'S TELEPHONE OR TELEPHONE SERVICES; OR UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR LABOUR DISPUTES. THIS LIMITATION OF LIABILITY WILL SURVIVE THE TERMINATION OF THE SERVICES OR YOUR RIGHT TO USE THE SERVICES.

## **Restrictions on Use**

Unless otherwise noted, all content on the Website, including but not limited to text, data, images, designs, illustrations, articles, documents, reports and other materials (collectively “Content”), is protected by copyright, and owned or controlled by Imagine Canada or a third party provider. You must access the Content manually by request and not programmably by machine automated means. You may not use the Content for any unlawful purpose.

Authorized Users may record contact information for funders, provided in the Services, into their own secure internal contact management data base for Subscriber access and use only, and may temporarily download Content for personal transitory viewing and print pages displayed on the Website, provided that (a) Content may be used for the Licensed Purposes only and no Content may be copied or posted on any network computer, incorporated in any website, used for public display, distributed or disclosed to any third party, or broadcast in any media; (b) no modification of any Content is made; and (c) copyright notices are maintained on any copies made. No licence is given for republication, distribution, performance, display, translation, retransmission, broadcast, sublicense, preparation of derivative works or any use other than use for the Licensed Purposes. Except as expressly authorized under these Terms, you may not use, reproduce, republish, distribute or prepare derivative works from the Website or its Content, or incorporate any Content into any information retrieval system, electronic or mechanical, or permit any other person to do any of the foregoing.

You may not copy or adapt the HTML that Imagine Canada creates to generate its pages. It is also protected by Imagine Canada’s copyright.

## **Prohibited Activities**

You agree not to disturb the normal operation of the Website, not to infringe the integrity of the Website by hacking, altering the information contained in the Website or otherwise, and not to prevent or limit access to the Website to other users.

A non-exhaustive list of prohibited activities for the Website includes but is not limited to:

- transmitting any Content that is discriminatory, sexually explicit, obscene, libellous, defamatory, threatening, harassing, abusive or hateful;
- transmitting material containing a virus or any computer code that may interrupt the functioning of the any computer software, hardware or telecommunications equipment; and
- using the site to violate any municipal, regional, provincial, state, federal or international laws in Imagine Canada’s or your jurisdiction.

## **Links to Other Websites**

Imagine Canada is not responsible for the content of any third-party website. Any links to such websites are provided for your convenience only and you access any third-party websites at your own risk.

Imagine Canada does not endorse, authorize, approve, certify, maintain, or control these other websites and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located at such websites. These Terms applicable to the Website are wholly unrelated to the terms and conditions that may attach to third party websites, and the users of any such third party website should familiarize themselves with any applicable terms and conditions for use of each accessed link. Imagine Canada is not responsible for the privacy practices of third-party websites. We encourage you to review the privacy policies of any linked websites before you navigate any website or disclose your personal information online.

### **Links from Other Websites**

There may be circumstances where access to the Website is provided by a hypertext link located at another website. Although Imagine Canada encourages and appreciates links from third-party website pages, Imagine Canada has no responsibility for the content of such websites and Imagine Canada does not endorse, authorize, approve, certify, maintain, or control these other websites or guarantee the accuracy, completeness, efficacy or timeliness of the information located at such websites.

While Imagine Canada permits links from third-party websites the following are not permitted: (a) filtering of the Content on the Website; (b) embedding web pages from the Website in HTML frames running from other sites; or (c) using any graphics appearing on the Website on any third-party site.

### **Intellectual Property**

The Content on the Website is protected by copyright and other laws. Copyright © 2012 Imagine Canada and/or its suppliers. GRANT CONNECT and IMAGINE CANADA are trade-marks owned by Imagine Canada. Other trade-marks, trade names, logos and designs referenced or appearing in the Website are proprietary to Imagine Canada or other entities. Any use of the trade names, trade-marks, service marks and logos displayed on the Website is strictly prohibited. Except as may be expressly herein provided, nothing contained herein shall be construed as conferring any licence or right under copyright, trade-mark or any other intellectual property rights. Imagine Canada reserves all rights not expressly granted hereunder.

The Services are proprietary to Imagine Canada and its suppliers and nothing in this Agreement transfers any right, title or ownership in the Services or the Website or to any intellectual property rights therein. You obtain no rights hereunder except to use the Services as authorized pursuant to these Terms.

You acknowledge the ownership of Imagine Canada to the Services and Website and will not reproduce, decompile, disassemble or reverse engineer any part of the software used to provide the Services. You will not reproduce any other part of the Services, Website or their contents except as expressly authorized by instructions on the Website.

## **Indemnification**

You agree to defend, indemnify and hold Imagine Canada harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including but not limited to legal fees) arising from or in connection with your violation of:

- (a) the Terms;
- (b) applicable laws, including, but not limited to, laws relating to the protection of Personal Information; or
- (c) any third party's rights, including, but not limited to, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights,

or otherwise arising from any third party claims related to your use of the Services.

## **Modifications / Termination of Services**

Imagine Canada reserves the right in its absolute discretion to terminate the Services, your access to the Services, or change the services, features and data in any portion of the Services at any time without notification.

Imagine Canada reserves the right to change the Terms of Service Agreement or policies regarding the use of the Services at any time, including but not limited to the fees associated with the Service. You are responsible for regularly reviewing the Terms of Service Agreement established by Imagine Canada for use of the Services and in respect of any subscription for the Services or renewal thereof you agree to be bound by the Terms of Service Agreement in effect at the time of any subscription or renewal, as the case may be.

## **Personal Information Protection**

Imagine Canada collects, uses and discloses your personal information in accordance with our website privacy statement. By using the Website and your acceptance thereby of these Terms, you consent to Imagine Canada's collection, use and disclosure of your personal information in accordance with such statement as it then reads without any further notice or liability to you or any other person.

You agree to comply with all applicable laws regarding the protection of personal information and privacy and, without limitation, to obtain all necessary consents with respect to the collection, use and disclosure of personal information required in connection with your use of the Services.

## **Jurisdiction**

This agreement is governed by the laws of the Province of Ontario, Canada. You consent to the exclusive jurisdiction and venue of courts in Ontario, Canada in all disputes arising out of or relating to the use of the Website and the Services. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

## **Severability**

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable laws, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superceded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

## **Entire Agreement**

Unless specified herein, these Terms constitute the entire Agreement between the User and Imagine Canada with respect to your use of the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Subscriber and Imagine Canada with respect to the Services.

## **Compliance with Laws**

Imagine Canada's performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Imagine Canada's right to comply with governmental, court and law enforcement requests or requirements relating to your use of these Website or information provided to or gathered by Imagine Canada with respect to such use.

## **Survival**

The provisions of these Terms under the following headings will survive expiration or other termination of a subscription term:

Retention of Subscriber Data

Notice of Disclaimers

Limitation of Liability

Restrictions on Use

Intellectual Property

Indemnification

## **Language**

It is the express wish of the parties that this agreement and all related documents be drawn up in English.