

# Community Information Brant, Haldimand & Norfolk

## Terms of Use Policy

### **Data Collection Policy**

Community Information Brant, Haldimand & Norfolk is managed by Contact Brant. We collect, organize, disseminate and provide access to information on human services, community resources, government services, and businesses as well as groups and facilities within Brant, Haldimand and Norfolk. Information is also gathered for organizations and programs in other geographic areas when this information is necessary to meet the needs of our communities. Human Services are those that promote, assist and/or direct personal development and social needs of persons in the community and promote or support mental, physical and emotional health and well-being – services that seek to: enable access to basic necessities of life, promote emotional stability, and facilitate adaptation to new environments.

### **Eligibility for Inclusion**

Contact Brant will strive to maintain information on all non-profit, voluntary, community and government organizations legally engaged in the provision of human services that are available to the residents of Brant, Haldimand and Norfolk. Some businesses that are of interest to the public or that provide human services will be included in the database. Community Information Brant, Haldimand & Norfolk will not explicitly exclude any eligible organization from its database.

### **Disclaimer**

Contact Brant is committed to provide a database that is accurate, up-to-date and comprehensive. However, we are unable to assume any liability resulting from errors or omissions. Inclusion or omission of a program or service is not a comment on its quality. Inclusion in this database does not constitute endorsement, and no recommendations of programs or services one over another will be given.

If you have any questions about this policy, please e-mail Community Information Brant, Haldimand & Norfolk at [updates@contactbrant.net](mailto:updates@contactbrant.net) or proceed with your record suggestion and we will contact you if there are any problems.

### **Access and Use Right**

Contact Brant grants you a personal, limited, revocable, non-exclusive and non-transferable right to access and use the Site and Service for your personal, non-commercial use. You may make personal, non-commercial use of the Materials only and only for the purpose for which they are provided or made available to you, but you may not make any commercial use, including without limitation reselling them, charging to access them, charging to redistribute them, or charging for derivative works based on them. These rights are exclusive to you and you may not sublicense the use of the Site. As between you and us, we expressly retain all ownership rights, title and interest in and to all aspects of the Service and the Site, including, but not limited to, all Materials, and all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Site. You may not modify the Site, create derivative works of the Site or Materials, or reverse engineer, reverse compile, reverse assemble or do any other operation with the Site that would reveal any source code, trade secrets, know-how or other proprietary information. These rights shall not be construed or interpreted as granting or providing rights to you to use, reproduce, modify, distribute, perform, display, possess or control the any data, content, source code or any other aspect of the Site. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Site or displayed by, on, or in the Site. You may use the Site and Materials only while these Terms remain in effect. Under no circumstances shall you have any rights of any kind in or to the Site or Materials after any termination or expiration of your agreement to these Terms for any reason.

### **Restrictions**

By using the Site you agree that you will not use any of the Materials to compete against us or our provider CIOC in any way. No competitors or future competitors are permitted access to the Site or Materials, and any such access by third parties is unauthorized. You agree that you will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any Materials on our Site and you agree to not use any device, software or routine that may extract, copy, modify, import, export, replicate, scrape or otherwise deliver, in any

manner, the Materials to you or anyone else. If you do so, then you agree that we are suffering irreparable injury and that an injunction or temporary restraining order may be entered by any court sitting in the state where our business is located prohibiting the use of such information and requiring. In addition, you agree to pay all reasonable attorney's fees and costs incurred in enforcing these provisions.

### **Copyright**

Unless otherwise stated in these Terms or on the Site, Contact Brant or CIOC is the owner of all copyright and database rights in the Service and its contents. You may not publish, distribute, extract, reuse or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with these Terms.

### **Copyright, Other Proprietary and Privacy Protection for Other Users' Content on the Site**

Contact Brant and our provider CIOC, hereby notifies you that all the information, content, image files, software and materials on the Site may be protected by Canadian, and international copyright and other intellectual property laws and by other applicable laws, including privacy laws. You understand that Contact Brant and our provider CIOC, is unable to provide you with permission to copy display or distribute material for which you do not own the copyright or other intellectual property rights. You may not copy or distribute such material without the written consent of the owner, and you are solely responsible for any copyright or other intellectual property law violations that you may incur as a result of your activities on the Site. Contact Brant and our provider CIOC, has the absolute right to exclude you from any Site if you use our Service to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold Contact Brant and our provider CIOC, harmless for any violation of this provision.

### **No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

### **Independent Contractors**

No joint venture, partnership, employment, or agency relationship exists between you and Contact Brant as a result of these Terms or use of the Site or the Service.

### **Enforcement**

If any legal action is brought to enforce these Terms, the prevailing party will be entitled to reimbursement of its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the other party.

### **Waiver**

The failure of Contact Brant or our provider CIOC to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Contact Brant and our provider in writing.