



1. Your Acceptance of These Terms

These Terms of Usage are a binding agreement between you and Vancouver Society of Children's Centres ("VSOCC") regarding your access to and use of the VSOCC website (the "Website"). By using the VSOCC Website, you acknowledge and signify that you have read, understand and agree to these Terms of Usage. If you do not agree to these Terms of Usage, then you may not use the VSOCC Website.

In these Terms of Usage, a reference to the "Website" includes all information and other content (including all text, graphics, images, video, and other elements available on or through the Website) available on or through the Website and the design, structure, selection, arrangement and look and feel of each element of the Website and the Website as a whole.

2. Changes to these Terms of Usage

VSOCC may change these Terms of Usage at any time and from time to time, without any prior notice, by posting the changed Terms of Usage on the Website at www.vsocc.org. The changed Terms of Usage are effective immediately on posting on the Website, unless the changed Terms of Usage expressly state otherwise. It is your responsibility to regularly check the "Last Updated" date at the top of these Terms of Usage and review any changes since the previous version. By using the Website after these Terms of Usage have been changed by VSOCC, you signify your agreement to be bound by the changed Terms of Usage. You may not change these Terms of Usage.

3. Permitted Users

The Website may be used only by individuals (natural persons) who are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they live and are capable of forming a binding contract under applicable law. You may not use the Website if you do not unconditionally accept and agree to these Terms of Usage, if you have breached these Terms of Usage or if your permission to use the Website has been suspended or terminated by VSOCC.

4. Permitted Use of the Website

Subject to these Terms of Usage and all applicable laws, you may use the Website for your lawful, personal use for non-commercial purposes only, only in the manner purposefully made available by the Website and in accordance with these Terms of Usage and all applicable laws. Use of the Website for any other purpose or in any other manner is strictly prohibited. You are solely responsible and liable for ensuring that your access to and use of the Website complies with all applicable laws.

5. Currency/Errors, Program Availability

The information and content on or available through the Website is updated periodically, but is not intended to be a comprehensive, current or complete statement of all matters and developments concerning VSOCC and its business, programs and services. The information and content on or available through the Website might not be accurate, current or complete, and misprints, errors, inaccuracies or omissions (including incorrect specifications for fees, programs and services) or other errors might not be corrected. VSOCC cannot guarantee that programs and services described on the Website will be available to you at the time of registration or otherwise, and does not warrant that the content of the Website (including descriptions of its programs and services and fees for programs and services) is accurate or complete. VSOCC does not accept any liability for any information or content on or available through the Website.



Vancouver Society of Children's Centres

Website Terms of Usage

VSOCC reserves the right to (a) correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person; (b) change at any time the programs and services advertised on the Website, the specifications for fees, programs and services, any promotional offers and any other Website content without any notice or liability to you or any other person; (c) refuse any instruction you make through the Website, including registration or waitlist request; and (d) limit the availability of resources and other information on the Website. The advertisements for programs and services on the Website are invitations to make offers to purchase programs and services and are not offers to sell. All prices and other amounts appearing on the Website are quoted in Canadian dollars.

6. Your Information

You will ensure that all information you provide to VSOCC, through the Website or otherwise, including all information required to apply for a program of service (including your legal name, residential address and email address, your child's legal name and copies of requested government-issued identification), is true, accurate, current and complete. VSOCC will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage and additional costs that you, VSOCC or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to promptly update your information if it changes.

7. Communications

You authorize VSOCC to (a) accept communications it receives from you by means of the Website as if those communications had been given directly by you in writing and signed by you; and (b) respond to your communications through the Website, by email or other means of communication.

Communications you send to VSOCC are not effective unless and until they are processed by the responsible VSOCC representative. VSOCC may refuse to process any communications sent to VSOCC, or may reverse the processing of any communications sent to VSOCC, at any time in VSOCC' discretion, and without any notice or liability to you or any other person, including if VSOCC believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

8. No Advice

The Website is for general informational purposes only, and is not, and should not be construed or interpreted as, or substituted for, professional advice or recommendations (including medical or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any information obtained on or through the Website.

9. Linked Sites

For your convenience, the Website may provide links or references to Internet sites or resources operated by independent persons (collectively "**Linked Sites**"). Activating a link may cause your browser to leave the Website and connect with the Linked Site. Linked Sites are independent from the Website and may have different or inconsistent terms of use and privacy policies. VSOCC does not sponsor or endorse, or have any responsibility or liability for or control over, any Linked Site, any information, product, service, business, company or content available on or through any Linked Site or the collection of your personal information through any Linked Site or by the owner or operator of any Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against VSOCC for any loss or damage whatsoever arising from, connected with, or relating



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to your use of any Linked Site, your dealings with the owner or operator of any Linked Site or any information, product, service, business, company or content available on or through any Linked Site.

10. Privacy Policy

The Website collects information that you specifically and knowingly provide, and uses technological measures to collect information about your use of the Website. By using the Website, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of VSOCC as explained in the VSOCC Privacy Policy (online: www.vsocc.org), as revised from time to time, and as otherwise permitted by applicable law.

11. Feedback

If you give any feedback (including any ideas or suggestions for enhancements or improvements) to VSOCC about the Website or any of the products and services provided by VSOCC, then VSOCC and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any and all ways and for any and all purposes without providing any compensation or attribution to you or any other person.

12. Prohibited Use of the Website

You will not: (a) use the Website in any manner or for any purpose except as expressly permitted by these Terms of Usage; (b) use the Website for a commercial or business purpose (whether or not for profit) or on behalf of, or for the benefit of, any other person; (c) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Website or attempt to access or use the Website by any means that is not deliberately made available for that purpose by VSOCC; (d) use the Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; (e) license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, assign, pledge, copy, reproduce, modify, distribute, imitate, publish, republish, translate, create derivatives of, repost, publicly display, publicly perform, transmit, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of the Website to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; (f) index, crawl, catalogue, mirror, frame, scrape, download, store, cache, or otherwise collect or mine data from the Website for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; (g) alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the Website; or (h) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use the Website in a way that would constitute an infringement of the rights of VSOCC or a breach of these Terms of Usage if it were done by you. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

13. Ownership of Website

Copyright © 2018 Vancouver Society of Children's Centres. All Rights Reserved. The Website and the technologies and data used to operate the Website and all related proprietary rights (including copyright) are owned solely by VSOCC or other members of VSOCC Group or its licensors and are protected by Canadian and international intellectual property laws. You will not acquire any right, title or interest in, to or associated with the Website or any related technologies and data.



14. Intellectual Property

All content included on this site, including all information, trade marks, logos, text, opinions, views, graphics and the selection and arrangement of information (“**Materials**”) is the property of Vancouver Society of Children’s Centres or its licensors or suppliers. The unauthorized use, modification or copying of the Materials may violate copyright, trademark and other laws that protect Vancouver Society of Children’s Centres’ intellectual property and is strictly prohibited.

15. DISCLAIMERS AND EXCLUSION OF LIABILITY

GENERAL DISCLAIMERS: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS MADE AVAILABLE AND PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF OR RELATING TO ACCURACY, AVAILABILITY, COMPLETENESS, TIMELINESS, LACK OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, CORRECTION OF DEFECTS, SECURITY, RELIABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR RESULTS, ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY VSOCC GROUP TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE IS OR WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF VSOCC GROUP. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO STOP USING THE WEBSITE.

TECHNOLOGY DISCLAIMERS: THE WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VSOCC GROUP IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING FROM ANY OF THOSE PROBLEMS.

LINKED SITES DISCLAIMERS: WITHOUT LIMITING ANY OTHER DISCLAIMER, YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION OF LINKED SITES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU ACCESS AND USE LINKED SITES AT YOUR OWN RISK. VSOCC GROUP DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING ANY LINKED SITE. VSOCC GROUP DOES NOT CONTROL, AND IS NOT RESPONSIBLE OR LIABLE FOR, ANY LINKED SITE.

EXCLUSION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL VSOCC GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY RELATED MATTER UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF VSOCC GROUP EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY, AND EVEN IF VSOCC GROUP KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF THE LOSS, DAMAGE OR LIABILITY BEING INCURRED.

DEFINITION: IN THESE TERMS OF USAGE, “**VSOCC GROUP**” MEANS VSOCC LTD. AND EACH OF ITS CORPORATE AFFILIATES AND SUBSIDIARIES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS AND REPRESENTATIVES, JOINTLY AND SEVERALLY. THE FOREGOING DISCLAIMERS AND EXCLUSIONS OF LIABILITY DO NOT APPLY IF AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW.



16. Restrictions/Changes/Termination

The Website may contain technologies that restrict or limit the use of the Website. VSOCC in its discretion may change, suspend or terminate the Website, or limit, suspend or terminate your use of the Website, effective immediately at any time and without any notice or liability to you or any other person. The Website may be interrupted or unavailable from time to time, including for maintenance or due to causes beyond the control of VSOCC, all without any notice or liability to you or any other person.

If your permission to use the Website is terminated for any reason, then these Terms of Usage will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including any related dispute).

17. Governing Law

Unless applicable law expressly provides otherwise, these Terms of Usage and the Website and all related matters are governed by, and will be construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction. You and VSOCC agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia to settle all disputes hereunder.

18. Indemnification of VSOCC Group

You will defend, indemnify and save and hold harmless each member of VSOCC Group and their successors and assigns from and against any and all losses, damages, liabilities, costs, claims, complaints, demands, actions, suits and proceedings (including reasonable lawyers' fees) arising from, connected with or relating to any breach by you of these Terms of Usage or your use of the Website.

19. General Matters

Miscellaneous: These Terms of Usage are binding on you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. These Terms of Usage are for the benefit of VSOCC Group and their successors and assigns. No consent or waiver by VSOCC to or of any breach by you of these Terms of Usage will be effective unless in writing and signed by VSOCC or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of VSOCC Group under these Terms of Usage are cumulative and not exhaustive or exclusive of any other rights or remedies to which VSOCC Group may be lawfully entitled under these Terms of Usage or at law, and VSOCC Group may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will not assign or transfer these Terms of Usage or any of your rights and obligations under these Terms of Usage without the express prior written consent of VSOCC, which consent may be withheld in VSOCC' discretion. VSOCC may, without your consent, assign its rights and obligations under these Terms of Usage. If any provision of these Terms of Usage is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Usage and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Usage would fail in their essential purpose.



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Interpretation: In these Terms of Usage: (a) a reference to “**Terms of Usage**” refers to these Website Terms of Usage as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) “**discretion**” means a person’s sole, absolute and unfettered discretion; (e) “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; (f) “**law**” includes common law, equity, statutes and regulations; and (g) “**person**” includes an individual, corporation and any other legal entity.

Complete Agreement: These Terms of Usage set out the entire agreement between you and VSOCC regarding your use of the Website. These Terms of Usage may not be modified except as set out in section 2. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and VSOCC regarding the Website. For greater certainty, products and services advertised on or available through the Website are governed by other applicable agreements.

Language: You and VSOCC have each expressly requested and required that these Terms of Usage and all related notices and other documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these Terms of Usage provided by VSOCC is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version will take priority and govern.

If you have any questions or comments regarding these Terms of Usage, please contact VSOCC by email to info@vsocc.org.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE WEBSITE.
