



IMPORTANT—IF YOU ARE UNDER THE AGE OF 13, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THE AGREEMENT BELOW AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE THIS WEBSITE. ALWAYS GET AN ADULT'S PERMISSION BEFORE GOING ONLINE.

PLEASE READ THESE TERMS OF SERVICE (“AGREEMENT”) CAREFULLY BEFORE USING THE WEBSITE OFFERED BY GIRL GUIDES OF CANADA. (“GGC” OR “WE” OR “US”). THIS IS A BINDING AGREEMENT BETWEEN YOU AND GIRL GUIDES OF CANADA. BY ACCESSING OR USING THE WEBSITE IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE THE WEBSITE.

Terms of Service

Welcome to Girl Guides of Canada’s (GGC) NSP WEBSITE (“the WEBSITE”)! This tool has been created to ensure GGC is offering the most relevant and empowering program to girls. The world is changing quickly, and we recognize that our program must evolve alongside it if it is to help prepare girls to build a better world.

As a digital tool, we needed to clearly articulate the rules and restrictions that govern your use of the WEBSITE. This Agreement includes the terms in this document, as well as GGC’s [Privacy Statement](#).

You represent and warrant to Girl Guides of Canada that you are at least 13 years old (or, if you are not at least 13 years old, you have your parent’s permission to use the WEBSITE, and your parent has read and agrees to this Agreement on your behalf).

WHAT THIS IS SAYING

Before using the WEBSITE, you need to agree to these terms. If you’re under 13, a parent or guardian needs to review and agree to these terms for you.

Privacy

We take the privacy of our members very seriously. Please read our Privacy Statement for Girl Guides of Canada, located at www.girlguides.ca/web/GGC/Privacy_Statement.

WHAT THIS IS SAYING

Another important document to look at is our [Privacy Statement](#), which outlines what personal information GGC collects from members and how we use that information to do great work.

What information is collected

Any personal information stored on the WEBSITE has been kept to a minimum. See below for what information is stored:

- First name (if given)
- Unit name (if given)
- iMIS number (if given)
- Individual feedback
- Photographs or video submitted

WHAT THIS IS SAYING

GGC cares about privacy. We collect and store the minimum amount of information.

What information is shared

Any personal information shared on the WEBSITE will be kept to a minimum. See below for what information may be shared publicly (with your consent):

- First name (if given) or Unit Name (if given)
- Individual feedback
- Photographs or video submitted

WHAT THIS IS SAYING

GGC cares about privacy. We share the minimum amount of information with your consent.

IMAGE RELEASE

You give permission for GGC to use any images of yourself or your child/ward in whole or in part, now and in the future, through the media of television, film, Internet, multi-media presentation, radio, audiotape, videotape, in printed form and display form for the promotion of Guiding.

WHAT THIS IS SAYING

By submitting an image of yourself or child/ward you agree that GGC may use that image for promotional or other purposes.

CONTENT

You agree that you may only use the WEBSITE in accordance with [GGC's Code of Conduct](#).

All materials displayed or performed or available on the WEBSITE (including, but not limited to text, graphics, data, articles, photographs, images, illustrations, User Submissions (defined below), and so forth (all of the foregoing, the "CONTENT") are protected by copyright and other intellectual property laws. You may only use the WEBSITE for your own personal, non-commercial (meaning, you may not use any CONTENT on the WEBSITE as a separate business) use and only in accordance with the terms of this Agreement and all laws that apply to you. GGC is not responsible for your use of the WEBSITE in any way that breaks the law. You agree you will abide by all copyright notices, trademark rules, information, and restrictions contained in any CONTENT accessed through the WEBSITE, and will not use, copy, modify, publish, distribute, upload, display, license, sell or otherwise exploit for any purposes whatsoever any CONTENT, third party submissions or other proprietary rights not owned by you:

- without the express prior written consent of the respective owners, and
- in any way that violates anyone else's (including GGC's) rights.

In the course of using the WEBSITE, you may provide information, photos or videos which may be used by GGC in connection with the NSP project and which may be visible to other users. Anything you post, upload, share, store or otherwise provide through the WEBSITE are, together with any related intellectual property rights, your "User Submissions." You retain ownership of all of your



User Submissions. Your User Submission will be used by GGC for promotional purposes, to inform Strategic Priorities and future programming and possible partnerships. You hereby grant GGC a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to our third-party provider(s) of the WEBSITE) license to use your User Submissions for any purpose related to providing and/or improving the WEBSITE.

Under no circumstances will GGC be liable in any way for any CONTENT, including, but not limited to, any errors or omissions in any CONTENT, or any loss or damage of any kind incurred in connection with your use of or exposure to any CONTENT posted, accessed, transmitted, or otherwise made available via the WEBSITE.

WHAT THIS IS SAYING

Be sure to only share CONTENT that belongs to you. We will view and/or use CONTENT you post for GGC purposes.

Also, be sure to read our [Code of Conduct](#), which includes best practices for how to keep the GGC community safe.

Your restrictions and responsibilities

You warrant, represent and agree that you will not contribute any CONTENT or otherwise use (or encourage anyone else to use) the WEBSITE in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any other third party;
- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by GGC;
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;

- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or “spam” on the WEBSITE, or any processes that run or are activated while you are not logged into the WEBSITE, or that otherwise interfere with the proper working of the WEBSITE (including by placing an unreasonable load on the WEBSITE’ infrastructure);
- “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the WEBSITE or CONTENT (through use of manual or automated means);
- copies or stores any significant portion of the CONTENT;
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the WEBSITE (or the products of GGC’s third party service providers).

GGC reserves the right (but does not have the obligation) to remove any CONTENT from the WEBSITE at any time, for any reason or for no reason at all. You, not GGC, remain solely responsible for the CONTENT of all User Submissions that you upload, post, transmit, or otherwise provide using, or in connection with, the WEBSITE, and you warrant that you possess all rights necessary to provide such CONTENT to GGC and to grant GGC the rights to use such information as provided herein.

WHAT THIS IS SAYING

We are serious about safety. If you don’t follow our Code of Conduct or these Terms of Service, we may need to remove any inappropriate CONTENT, take any action under membership management and discipline procedures and, in extreme circumstances, report your CONTENT to law enforcement. If you see someone violating our Code of Conduct or Terms of Service, please report it by contacting us at programs@girlguides.ca.

Indemnity

You will indemnify and hold GGC, its directors, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys’ fees) from any claim or



demand made by any third party due to or arising out of your access to or use of the WEBSITE, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

WHAT THIS IS SAYING

Please keep in mind that you are solely responsible for your use of the WEBSITE. If you don't follow these Terms of Service and/or cause harm to anyone, it's your responsibility to resolve.

Limitation of liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL GGC OR ITS SUPPLIERS OR ITS SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOSS OF PROFITS, LOSS OF DATA OR DATA USE, COMPUTER FAILURE, OR FOR ANY MATTER BEYOND GGC'S REASONABLE CONTROL WITH RESPECT TO THE WEBSITE, YOUR ACCESS TO, OR USE OF, THE WEBSITE OR ANY CONTENT PROVIDED ON OR THROUGH THE WEBSITE, OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

WHAT THIS IS SAYING

While GGC is working hard to be able to provide you with a top-notch product, we are not liable for anything that happens because of our service.