



Ontario Federation of Independent Schools
On-Line And Social Media Terms Of Use Policy
July 31 2015

The Ontario Federation of Independent Schools (hereinafter referred to as 'OFIS') both encourages and welcomes your support of and your active participation in our inter-active on-line virtual communities (currently such as our Basecamp discussion sites, our Dropbox document depositories, our on-line OFIS e-news, and our OFIS website). Your comments, posts, messages and creative content (hereinafter referred to as 'content') are welcome (where currently possible) on all of our on-line and social media services, provided that you maintain a respectful dialogue and that you fully comply (both in letter and in spirit) with this policy and with our OFIS Mission, Vision, and Core Values (all of which are publicly accessible at <http://www.ofis.ca/about-us/mission-vision-and-values/>). You are responsible for all of the content that you post to any of our virtual communities. OFIS always reserves the right to delete, to remove, and/or to not accept any content that you post which OFIS believes, in its sole and unfettered discretion, is objectionable or that otherwise:

- may be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, hateful or discriminatory;
- impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or organization;
- may infringe another person's intellectual property rights, including copyright;
- is personal information published without the consent of the person to whom the information relates;
- is unrelated to the content of the relevant virtual community;
- links to material that is not directly related to the discussion in the relevant virtual community;
- is commercial promotion or spam;
- violates any law or is content not otherwise in accordance with the safe and welcoming environment of all of our virtual communities.

While OFIS will attempt to delete, to remove and/or to not accept any such content (as described immediately above), it may not be possible for OFIS to review all content immediately. Therefore, you acknowledge that all content posted in any of our virtual communities, other than content posted by OFIS, expresses only the views and opinions of that person who posts same, and that OFIS neither assumes nor bears any liability for any such non-OFIS postings. In accordance with this policy and our OFIS Mission, Vision, and Core Values, OFIS may also take any further necessary action, which may include legal action.

Your postings remain your property, but by posting same you also give OFIS an ongoing license to use, to reproduce, to publish, to display, to distribute, to transmit, to modify, to adapt, and to create derivative works of such content, without either the expectation of, or the actual payment to, you of any compensation whatsoever for same. You agree and acknowledge that this ongoing license continues even if either your school is no longer an OFIS member school, or if you are no longer a member of

(and/or stop posting) to any of our virtual communities. You also agree that you will respect the intellectual property rights of others while a participant in any of our virtual communities, and you represent and warrant that you have all of the necessary rights to grant OFIS this license for all content that you post.

You agree to indemnify and to hold harmless OFIS, its Board of Directors, and all of its staff (whether employees, independent or dependent contractors) from any claim or demand (whether general, exemplary, and/or punitive), including legal fees, that may be or is made by any third party as a result of your violation (whether actual or alleged) of this policy and/or any of our OFIS Mission, Vision, or Core Values.

All content posted by OFIS to any of its virtual communities remains the sole and exclusive property of OFIS. In order to reproduce this content, you first require express written permission from OFIS, with only the one following exception: you are hereby permitted to download and to use copies of any content posted by OFIS only for your OFIS member school's own sole and exclusive operational purposes.

One or more of our virtual communities may contain links to other sites not maintained by or otherwise in any manner related to OFIS. Such links are neither sponsored by, endorsed by, nor in any other manner otherwise affiliated with OFIS or any of its services. OFIS makes no representation or warranty that it has in any way reviewed or pre-approved any of these sites linked to any one of our virtual communities, and OFIS cannot be nor is responsible for any of the content of any of these links. Following these links in order to view any of these other sites must be and is done entirely at your own sole and exclusive risk.

Connecting to, browsing, and/or using (including uploading to) any of our virtual communities must be and is done at your own sole and exclusive risk. OFIS cannot be © Ontario Federation of Independent Schools Revised Friday, July 31, 2015 Page 3 of 3 and is not liable for any debt or damages arising out of your connection to, browsing of, or use of any of our virtual communities. Without limitation, this also includes damage to (including damage from viruses or other malware that may infect) your electronic hardware (whether phone, tablet, computer or otherwise) and/or damage to other property (including software) as a result of your connection, browsing, or use. You represent and warrant to OFIS that you will at all times ensure that all of your electronic hardware contains software including a fully functional, complete, and currently updated anti-virus, anti-spyware, anti-spam, anti-phishing, two-way firewall, website safety ratings, parental controls, and on-line backup programme.

This policy and the references written herein to our OFIS Mission, Vision, and Core Values constitute the entire policy between you and OFIS concerning the subject matter hereof (on-line and social media). All prior agreements, discussions, representations, warranties and covenants are merged herein. Any amendments or modifications to this policy must first be both in writing and duly moved by our OFIS Board of Directors. You and OFIS agree that this policy and the OFIS Mission, Vision, and Core Values are and will be governed by and interpreted under the laws of our Province of Ontario, and any that any legal and/or other action arising in respect of any one or more of these shall be within the exclusive jurisdiction of the courts and tribunals of our Province of Ontario.