

Terms of Use / Privacy Policy

Introduction

Please read this Privacy Policy and Terms of Use carefully (collectively referred to herein as the "**Policy**"). By using www.openmind.ubc.ca (the "**Site**"), you as a registered user of the Site are agreeing to be bound by the terms of this Policy and represent and warrant that you are the age of majority in your area of residence.

The Site is owned and registered by University of British Columbia ("**UBC**", "**us**" or "**we**").

Privacy and Collection/Use of Personal Information

We have adopted this Privacy Policy to explain what information may be collected on the Site, how we use this information, and under what circumstances we may disclose the information to third parties. We respect your privacy and are committed to protecting personally identifiable information you may provide us through the Site unless you consent to its disclosure.

For registered users, in addition to a log of IP addresses we keep a record of their login and logouts, and activities on the Site. We keep email address, username, and all the information they choose to provide in their **User Account** (as herein defined), including without limitation: Full Name, Age and in some cases Job Title.

Once a user creates or edits content or data the contribution, time/date, and username are recorded and may be available to UBC indefinitely. Registered users can edit their own username. At your request, you may request the Site administrator at comm.marketing@ubc.ca or clicking the "unsubscribe" link to cancel/disable your account.

By disclosing your contact information or any other personally identifiable information available to the Site, you are consenting to the disclosure of this information to authorized personnel in UBC, and its third party service providers, who are collecting the personally identifiable information accordance with the Freedom of Information and Protection of Privacy Act (*British Columbia*) ("**FIPPA**"). We do not make this information available to anyone else unless we are legally authorized to do so.

In addition to the above, we collect certain anonymous (non-personally identifiable) information to help us improve the Site and to evaluate the access, use and the impact of the Site:

- We collect information you provide about your use of and satisfaction with the Site through emails you send us and through the Site surveys completed under your User Account
- Occasionally, we report quoted feedback from users. We do not attribute feedback to specific individuals unless we obtain permission to use that person's name along with the feedback
- When we report information about the Site's access, use, and impact, we report aggregate, non-personally identifiable data

Keeping Your Information Secure – We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our access

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and control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and we are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information.

Use of Public Forums – We may offer blogs, message boards, bulletin boards, or similar public forums where you and other registered users of the Site can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through this Site.

Legislative Authority – We collect the foregoing personal information under the authority of section 26(c) of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act* ("FIPPA") and we will use, disclose and protect this information as required under the FIPPA. If you have any questions about the collection, use, disclosure and protection of your personal information, contact comm.marketing@ubc.ca.

Terms of Use

1. Modification of Terms

We may amend this Policy from time to time. If we do, we'll notify you, either through the user interface, in an email message, or through other reasonable means. Your use of the Site after the date the change becomes effective will be your consent to the changed terms. Continued use of the Site following the amendment of such Policy shall indicate your acknowledgement of, and agreement to be bound by such changes.

2. Account Information and User Content

1. For your use of the Site, UBC requires you to provide information about yourself to create a user account (the "**User Account**"). You agree that any such information provided in connection with your User Account will always be correct, complete, and current. You will be responsible for all activities that occur under your User Account and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your User Account or if the security of your User Account has been compromised. You may not: (a) provide any false information in connection with your User Account or use of the Site; (b) create a User Account for anyone other than yourself; (c) create or use more than one User Account at any given time; (d) transfer your User Account to anyone else; (e) permit others to use your User Account; or (f) use or access other persons' User Accounts.
2. You shall not use the Site in connection with any of the following:
 1. criminal or civil violations of applicable provincial, state, federal or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery, theft or misappropriation of funds, credit cards, or personal information;

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2. attempts, whether or not successful, to violate the security of a network, service or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning portal conducting denial of service attacks and distributing viruses or other harmful software, including sharing your User Account passwords with others;
 - a. transmitting unlawful materials, including without limitation, harassing threatening or abusive; libelous or defamatory; invasive of or violates privacy or publicity rights; obscene, profane or pornographic, or otherwise violates applicable laws;
3. transmitting chain mail, junk mail, or spam to UBC; and
4. placing undue burden on the technical systems or networks connected to the Site.

3. Third Party Websites and Resources

The Site may contain links to other sites, including those under the control and maintenance of third parties. These links are provided as convenient references to help you identify and locate other Internet resources that may be of interest. Third parties independently develop and maintain these other sites. Therefore, we do not assume responsibility for the accuracy or appropriateness of the information contained at such sites. In providing links to other sites, we are not acting as an enforcer, publisher or disseminator of the content contained on these other sites and do not seek to control the content of, or maintain any type of editorial control over, such sites. Your use of the linked sites may be subject to terms and conditions contained on such websites, which you should locate and review.

4. Trademarks

Certain words, coat of arms, crests, phrases, names, designs or logos used on the Site may constitute trademarks, service marks, trade names or other intellectual property of others. The display of any such marks or names on the Site does not imply that we have granted a license or authorization of any kind to use such marks or names. You may not use any such marks or names displayed on the Site without the expressed permission of the applicable owner.

5. Violation of Terms

If you violate any terms of this Policy or other user guidelines posted on the Site, or if we believe that your conduct or content is offensive or illegal, violates the rights of third parties, harms or threatens to harm third parties, or may create liability for UBC or third parties, we reserve the right (but are not obligated) to investigate and take appropriate legal action in our sole discretion, including notifying the appropriate authorities regarding the source of such content, barring you from accessing the Site, and terminating your User Account.

6. Termination of Account

Subject to this Section, this Policy and its terms will remain in full force and effect while you use the Site or maintain a User Account. You may terminate your User Account at any time and for any reason by contacting comm.marketing@ubc.ca or clicking the "unsubscribe" link. We reserve the right to

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terminate your User Account immediately effective upon sending you notice to you at the email address you provide with your User Account. You agree that we will have no liability to you for any costs, expenses, losses, damages or liabilities arising or relating to our termination of your User Account, your access to and use of the Site, or this Policy. This Section shall survive the termination of your User Account or your access to and use of the Site.

7. Indemnity

You agree to indemnify and hold UBC and its respective officers, agents, employees, directors, agents, governors and senators harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your violation of any terms of this Policy, or your violation of any rights of another. This Section shall survive termination of your User Account or your access to or use of the Site.

8. Disclaimer of Warranty

Any information on the Site, whether provided by us, or by third parties, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not guarantee the quality, accuracy, completeness or non-infringement of the information on the Site. The Site may contain errors and should not be assumed to be error free.

We shall not be responsible for any damages, including without limitation, direct, indirect, special, incidental or consequential damages or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Site, including the loss of use, lost data, lost business profits, business interruption, personal injury, or any other personal or pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action. This Section shall survive the termination of your User Account or your access to or use of the Site.

9. General

The terms of this Policy and your access to and use of the Site is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. You hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom. Our failure not to strictly enforce any of the terms of this Policy shall not be construed as a waiver of any provision or right. If any provision of this Policy is held to be invalid or unenforceable, the remaining provisions of this Policy will be enforced in accordance with their terms.