# Terms of Use (Spaces)

Version 5

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## **Community Spaces**

CoLab-Online Community Spaces is a subscriber-based platform that provides provide organizations and teams with customizable, virtual working spaces. Check out below for more information.

### CoLab Community Spaces (Site) Terms and Conditions of Use

CoLab Online, provides services available at our Web site https://colab-online.com to you ("you" or "User").

By using this Site, the services available at this Site, and any service, component, functionality (together, the "Services"), you are agreeing to the following terms and conditions. These terms and conditions, along with any other policies or guidelines posted on this Site, shall govern your use of this Site and the Services. Please read them carefully before using this Site or the Services. Should you have any questions concerning this Agreement, please contact jo.stone@colab-online.org.

By visiting this Site and/or by completing the registration process for the Services, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by these terms and conditions. CoLab Online is available ONLY TO USERS 18 YEARS OF AGE OR OLDER.

#### A. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. You can find the most recent version of these terms and conditions on the Site. Such modifications shall become effective immediately upon the posting thereof. Therefore, we encourage you to check the date of our terms and conditions whenever you visit this Site to check if they have been updated. You must review this agreement on a regular basis to keep yourself apprised of any changes. If you do not agree to the revised terms and conditions, your sole recourse is to immediately stop all use of the Services. Your continued use of the Services following the posting of modifications will constitute your acceptance of the revised terms and conditions. Should you have any questions regarding the use of our Site, please submit a ticket from our help page.

### **B. YOUR REGISTRATION OBLIGATIONS**

Registered users are here by the invitation of clients that CoLab Online provides services to. To obtain and use the Services, you will be required to provide CoLab Online with your information through the completion of a registration process. When registering with CoLab you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration process and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

You are responsible for maintaining the confidentiality of the user ID and password, and are fully responsible for all activities that occur under your user ID or password. You agree to immediately notify CoLab Online of any unauthorized use of your user ID or password or any other breach of security. CoLab Online cannot and will not be liable for any loss or damage arising from any unauthorized use of your account.

## C. USER CONDUCT/ACCEPTABLE USE POLICY

Unauthorized use of the CoLab Online service, is expressly prohibited. You may not use the Services in any way that violates applicable federal, provincial, or international law, or for any unlawful purpose. Further, you may not use the Services to send, receive, or download messages or materials that are inappropriate or violate the intellectual property rights of others.

To the extent that the Services provide Users an opportunity to store and exchange information, materials, data, files, programs, ideas and opinions ("User Content"), you hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information contained therein. By registering to use the Services, you understand and acknowledge that CoLab Online retain an irrevocable, royalty-free, worldwide license to use, copy, and publicly display such content for the sole purpose of providing to you the Services for which you have registered. In the event that you give CoLab Online the right to distribute your content, additional terms may apply to CoLab Online's usage or distribution of this content. You continue to retain all ownership rights in any User Content you provide and shall remain solely responsible for your conduct, your User Content, and any material or information transmitted to other Users for interaction with other Users. CoLab Online does not claim any ownership rights in any User Content.

Content posted by Users and other contributors are generally not reviewed by CoLab Online. CoLab Online shall have the right, but not the obligation, to reject, refuse to post, or otherwise monitor all content displayed by users, and may remove or require users to remove all content that CoLab Online, in its sole discretion, deems to be (a) inconsistent with CoLab Online's strategic mission and vision (including but not limited to content that contains undesirable images of or links or references to tobacco and alcohol products, profanity, pornography, violence or prejudicial content) and/or these Terms of Use; or (b) possibly in violation of applicable law. In addition, CoLab Online has the right to remove any content if CoLab Online has reason to believe that displaying such content may infringe the rights of a third party or subject CoLab Online to expense or liability. Please notify jo.stone@colab-online.org regarding any content that you believe might violate applicable law or your intellectual property rights or contain undesirable images of or links or references to tobacco and alcohol products, profanity, pornography, violence, prejudicial content, or content that is obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

CoLab Online reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance shall not dictate or limit CoLab Online's response to a future complaint. You acknowledge and agree that CoLab Online shall not assume or have any liability for any action or inaction CoLab Online with respect to any User Content.

CoLab Online reserves the right, without limitation, to terminate your access to and use of the Site and Services if, in our view, your conduct fails to meet any of the following guidelines for User conduct:

- You may not attempt to harm, disrupt, or otherwise engage in activity that diminishes, the CoLab-Online.org, the computer network, or the Services.
- You may not attempt to interfere with any other person's use of the Services.
- You may not misrepresent your identity or impersonate any person.
- You may not attempt to gain access to any account, or networks related to the Services without authorization.
- . You may not attempt to obtain any data through any means from the Services, except if we intend to provide or make it available to you.
- You may not attempt to charge others to use the Services either directly or indirectly.
- You may not use the Services to participate in pyramid schemes or chain letters.
- You may not use the Services to send, either directly or indirectly, any unsolicited bulk e-mail or communications or unsolicited commercial e-mail or communications.

- . You may not use the Services for defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights of others.
- You may not use the Services to send or otherwise make available, any material protected by intellectual property laws unless you own or control the
  rights to such material or have received all necessary consents.
- You may not use the Services to send or otherwise making available any material that contains viruses, Trojan horses, worms, corrupted files, or any
  other similar software that may damage the operation of another's computer or property.
- You may not use the Services to download any material sent by another User of the Services that you know, or reasonably should know, cannot be legally distributed in such manner.
- You may not use the Services to violate any code of conduct or other guidelines which may be applicable to the Services or the Site.
- · You may not use the Services to harvest or otherwise collecting information about others, including e-mail addresses.
- You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used in the services provided by CoLab Online.
- You may not use the Services in a manner that results in excessive bandwidth usage.

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of CoLab Online. CoLab Online reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance shall not dictate or limit CoLab Online's response to a future complaint. You acknowledge and agree that CoLab Online shall not assume or have any liability for any action or inaction by CoLab Online with respect to any User Content. Users shall remain solely responsible for User Content, and any material or information transmitted to other Users for interaction with other Users.

### D. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

CoLab Online respects copyright law and expects Users to do the same. CoLab Online expressly prohibits the use of its Services for the illegal transmission of copyrighted material, and will respond if notified by content owners to disable copyrighted material from being transmitted via its Services. In addition, CoLab Online may disable individual accounts if these accounts are found to be illegally transferring copyrighted material.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide CoLab Online's Agent for Notice of claims of copyright or other intellectual property infringement ("Agent") the written information specified below: (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) A description of the copyrighted work that you claim has been infringed upon; (3) A description of where the material that you claim is infringing is located on the Site; (4) Your address, telephone number, and e-mail address; (5) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### Roles & Permissions

Each community space has unique membership, content and user roles and permissions. Administrators and Moderators are responsible for monitoring activity and updates in each private space.

Guest	Guests are welcome to access certain resources and do not require a paid subscription to be able to visit, view, and download designated documents. For examples, the Family and Community Support Services Association provides guest access to the Early Childhood Coalitions of Alberta (ECCA) Resource Space.
Member	Member invites to private spaces are managed by community groups and organizations. Private spaces are unique and are developed, maintained and managed by the group. Members have membership permissions to visit, view, download content specific to their community space.
Moderator	Moderators are members and/or administrators with additional permissions to support the maintenance and management of the community space.
Administrator	Administrators of each community space create and maintain their unique spaces.

For more information about CoLab Community Spaces and more, click below:

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