



## **SIRC Forum**

### **Terms of use**

The last step in setting up your Profile is agreeing to the terms and conditions below. You are almost done!

By joining and participating in the SIRC Forum, you (hereafter “you”, “Member” or “Members”) agree and acknowledge that you have read, understood, and will follow all rules and guidelines outlined in this Terms of use and privacy policy (this “Agreement”). This Terms of Use and Privacy Policy describe membership in and use of information in the Sport Information Resource Centre (“SIRC”) website and the SIRC Forum.

#### About the SIRC Forum

The SIRC Forum is an interactive, online platform that unites Canada’s communities of sport researchers and practitioners to advance the Canadian sport system. As a sport researcher (including graduate students, research associates, postdoctoral fellows, and professors) or sport practitioner (ranging from athletes, coaches, and officials to administrators and policymakers), the SIRC Forum is a place for you to ask and answer questions, share resources and findings, discuss trending topics or issues, and connect with potential partners or collaborators.

#### About SIRC

Incorporated in 1973, SIRC is Canada’s leader and most trusted partner in advancing sport through knowledge and evidence. SIRC is committed to engaging with organizations and individuals involved in the development of sport, recreation and physical education in Canada and around the world, to enhance the capacity of our shared community to foster growth and the pursuit of excellence. The SIRC Forum was created and is maintained by the SIRC

#### Terms of Use

Membership in the SIRC Forum is voluntary and subject to the approval of the SIRC, which in its sole discretion reserves the right to accept, refuse and/or to revoke membership at any time. Members must be over the age of eighteen.

By joining the SIRC Forum, you consent and agree to receive emails and other communication from the SIRC.

You agree that you will not post information about anyone other than yourself unless you have received express permission from other persons to publish specific information about them.

You agree to use information provided by other members only for purposes related to collaboration and expertise exchange. You expressly agree not to use member information for any other purposes.



You acknowledge, understand, and agree that the information posted in your profile section (“Profile Information”) is not private. It is public information and may be viewed or accessed by any other member of the SIRC Forum or others. All of your Profile Information is available to all other members of The SIRC Forum.

You consent to the collection and retention by SIRC of any Profile Information.

Information shared on The SIRC Forum is member-provided and does not represent any official policy or opinion of the SIRC. SIRC reserves the right to update, modify and/or change available resources at its discretion. SIRC provides resources in the language of the source document.

You agree that by using and accessing the SIRC Forum that SIRC is not liable for the use of your Profile Information by other members. By using and accessing The SIRC Forum, you expressly release and hold harmless the SIRC for any use of your Profile Information by other members.

You are giving the SIRC your permission to collect any information or content you have provided to the SIRC and/or posted on the SIRC Forum. This includes information in or about the information or content provided (i.e. your profile information, information shared and posted, metadata in a picture). The SIRC may also collect information that other users or members may provide about you.

The SIRC collects information and data about how you, members and other site users use and access this site. The SIRC uses this information for the purpose of improving the SIRC Forum and the SIRC website as well as, when appropriate, contacting members for marketing purposes.

This information may be retained for an indefinite period. The SIRC also retains backup copies of the information to ensure reliability.

The SIRC only shares information it collects and member information with SIRC staff and consultants, advisors, and its web services provider. The SIRC does not use or share site data with others for commercial purposes (aside from website analytics). We may need to share your data when we believe it is required by law or to help protect the rights and safety of you, us or others.

### Disclaimer of Warranties

You expressly understand and agree that:

- Your use of the SIRC Forum is at your sole risk.
- The SIRC Forum and the materials provided on the SIRC Forum are provided “as is” and “as available” without representations, warranties or conditions of any kind, either express or implied.
- Any material downloaded, printed or otherwise obtained through the use of the SIRC Forum is done at your sole discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the downloading, printing or use of any such material.



- No advice or information whether oral or written, obtained by you from anything posted on the SIRC Forum will create a warranty, entitlement or right owed to you.
- You will not use any automated device or process, such as a "bot" or a "spider," to copy or extract information or content from the SIRC Forum.

The SIRC Forum is a platform for users to exchange materials, information, and ideas. The SIRC does **not** warrant or guarantee:

- The accuracy, currency or completeness of the materials, information, and ideas;
- That the SIRC Forum will be available without interruption, error or omission;
- That defects will be corrected; or
- That the SIRC Forum and the server(s) that make it available are free from viruses or other harmful components.

#### Third Party Websites / Linking

Access by way of links to other websites may be provided on the SIRC Forum by users, or by SIRC on its websites. The SIRC does not control the content of such websites and your use of any linked websites is at your own risk.

#### International Use

By choosing to access the SIRC Forum from any location other than Canada, you accept full responsibility for compliance with all local laws that are applicable. The SIRC makes no representation that materials on the SIRC Forum are appropriate or available for use in locations outside Canada, and accessing them from territories where their contents are illegal is prohibited. You may not use, export or re-export any materials from the SIRC Forum in violation of any applicable laws or regulations, including, but not limited to, any Canadian export laws and regulations.

#### Limitations on SIRC Liability and Indemnification

In no event will the SIRC, its respective directors, agents or employees be liable for any loss, cost or damages whatsoever (including, without limitation, damages for harm to business, loss of profits, programs or data, interruption of activities or any other pecuniary or economic loss) whether direct, indirect, incidental, punitive, special, exemplary, consequential or otherwise arising out of any use or misuse of, or any defects, inaccuracies, errors or omissions in or on the SIRC Forum without regard to the form of action. In no event shall SIRC, its respective directors, agents or employees be liable to you for any damages, losses, and causes of action, including but not limited to negligence, arising out of, or in connection with your use of the SIRC Forum or SIRC website.

By posting content on the SIRC Forum or individual profile information housed in the SIRC Forum site, you agree to indemnify and hold the SIRC harmless from any and all losses, damages, liability and costs (including reasonable legal costs) resulting directly or indirectly from any claim or demand against the SIRC arising out of or related to the accuracy or completeness of the SIRC Forum, your use of the SIRC



Forum , your connection to the SIRC Forum , your violation of these Terms of Use, or your violation of any rights of another.

### Copyright

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By posting content on any SIRC Forum discussion string, or individual profile information housed in the SIRC Forum site, you declare that you own the copyright with respect to such material. In addition, you grant SIRC and members of the SIRC Forum the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. If you are not the copyright owner, you declare that you have received permission from the copyright owner to post content and that you have permission to grant SIRC and members of the SIRC Forum the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material on the copyright owner's behalf.

### Intellectual Property Rights

The graphics, text, sounds, images, buttons, trademarks, service marks, trade names and logos contained on the SIRC website and SIRC Forum are protected by copyright, trademark, and other intellectual property laws.

### Modifications to /Termination of this Agreement and Services

The current Agreement may be viewed at any time on the SIRC Forum. The SIRC reserves the right to change this Agreement at any time and your continued access to or use of the SIRC Forum after such changes indicates your acceptance of this Agreement as modified. It is your responsibility to review this Agreement regularly.

The SIRC reserves the right to modify, suspend or discontinue the SIRC Forum, or any portion thereof with or without notice to you. The SIRC will not be liable to you or any third party should it exercise its right to modify, suspend or discontinue services.

Without limiting the foregoing, the SIRC will have the right to immediately terminate your access to the SIRC Forum in the event of any conduct by you which the SIRC, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

### Jurisdiction

The SIRC Forum is established and operated in accordance with the laws of Canada and this Agreement will be interpreted in accordance with the laws of the Province of Ontario. You hereby consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding related to the SIRC Forum and agree not to commence any such action or proceeding except in Ontario, Canada.



## General

This Agreement constitutes the entire agreement between you and the SIRC and governs your use of the SIRC Forum.

Your continued use of the SIRC Forum constitutes affirmative acknowledgement by you of the terms and conditions of the Agreement, including without limitation, any modifications or changes thereto.

If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the SIRC Forum or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.