

# Terms and Conditions

## Purpose of the document

These Terms and Conditions serve to protect both the participant and the Project. It a best effort towards legal compliance and risk mitigation. It clarifies matters of privacy, acceptable use and copyright matters.

## Document content

1. Cover sheet
2. Terms and Conditions

## Document cross references

- Participating process

## Date of ratification

9/5/2024

## Version

V1.0

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## INTERPRETATION

- “Project” in this document refers to The Connection Project.
- “Service User” means any person, who uses the Project’s website, programs or services.
- “Participant”, in this document, means any person whose name currently appears on the Participants list in the Participants area of the Projects website.

## **Part A: General Terms and Conditions**

### **1.0 PRIVACY**

- 1.1 The Project may collect the following contact data about Service Users: name, email, phone, town, region, state, and country. Additional contact data may only be collected with the Service Users explicit consent. This data is collected and used solely to contact each Service User.
- 1.2 After the cessation of use of Project services, unless a Service User opts in to our mailing list, the Service User’s contact data may be retained by the Project for a period of not more than 6 months.
- 1.3 The Project’s web platform may log Service Users’ use of it’s services, such as event registration, and other user activity. The purpose of logging activity data is to assist with program planning, and for server security and administration. After 6 months from the Service Users cessation of use of Project services, this data becomes anonymised, and may be retained for the life of the Project.
- 1.4 The Project may retain any Service User’s data that the Project is required to retain by law, including but not limited to invoices and financial transactions, for such period as the law requires.
- 1.5 The Project’s web platform requires the use of authentication cookies to enable the Service User to access their user account, if they have one. Service Users consent to such cookies being stored on their devices, for the duration of their use of the Projects services.
- 1.6 Upon 6 months after a Service User’s cessation of use of Project services their web platform account, if any, will be deleted, permanently and irrevocably. This period is required to allow database backups and the mechanism that prevents username reuse, to purge.
- 1.7 The distribution of a Service Users’ data outside the Project, or using that data for any purpose except those noted in these terms, requires the explicit consent of the Service User.
- 1.8 The Project will exercise all reasonably practicable steps to protect Service Users’ data from unauthorized access, disclosure, alteration, or destruction.

### **2.0 ACCEPTABLE USE**

- 2.1 Platform login credentials are for the sole use of the individual Service User they are assigned to Service Users may not share their login credentials with any other person or allow anyone else to access or use their individual account.
- 2.2 Service Users participating in Project events shall read and hereby agree to uphold the Practice Guidelines, as well as any additional Terms and Conditions specified for particular events.
- 2.3 The Project will take reasonably practicable steps to ensure the health and safety of Service Users by identifying hazards, providing hazard information, and offering appropriate training. Service Users should report hazards to the Project’s Participant Coordinator.
- 2.4 Service Users acknowledge that they have been informed of potential risks. They should be mindful of their health and safety, and engage in activities responsibly, voluntarily and with informed consent.

## **Part B: Additional Terms and Conditions for Participants**

### **3.0 PRIVACY**

- 3.1 Participants consent to other current Participants accessing their contact data, for the sole purpose of communicating with and between Participants, in service of the Project's mission.
- 3.2 A Participant may request access to their data held by the Project. Any requests for access to data, or data deletion, where possible, shall be made in writing to the Participant Coordinator.

### **4.0 ACCEPTABLE USE**

- 4.1 Participants may use Project resources only for such purposes that are in service of the Project's mission.
- 4.2 Participants agree to conduct themselves in a manner that upholds the reputation of the Project and is consistent with its mission and values.
- 4.3 Participants shall not make public statements on behalf of the Project without authorization. This includes, but is not limited to media press releases, social media posts, or making public announcements about the Project either verbally or in writing.
- 4.4 Participants are to respect fair use provisions and properly credit sources when reusing externally sourced copyrighted material. Beyond fair use, to seek permission of the author.

### **5.0 COPYRIGHT**

- 5.1 Material and Materials are defined as all Project documents, media, presentations, educational programs, and any other works, either physical or digital, contributed to or created by Participants of the Project, in service of the Project's mission. Materials do not include the Communications outlined in 5.4
- 5.2 The Materials are in general produced with the intent to be openly accessible for the greater public good. There are two classes of Material, each having specific copyrights:

#### 5.2.1 Collaboratively authored Material:

- All Material produced collaboratively by Participants of the Project, without named authors, is the sole property and copyright of the Project.

#### 5.2.2 Author identified Material:

- Material displayed or used within the Project that names a Participant or Participants as author (such as blog articles) is the sole property and copyright of the author(s).
- Upon departure from the Project, the author(s) may, within 30 days, request the removal of their name(s) from the Material. If such a request is made, ownership and copyright of the Material will be transferred to the Project.

- 5.3 The terms of reuse for all Materials, as outlined in 5.2, is to be CC BY-SA 4.0 Attribution-ShareAlike 4.0 International. The full terms of the license are available at <https://creativecommons.org/licenses/by-sa/4.0/>

#### 5.4 Communications:

- Written matter for the purpose of internal communication, having a single named Participant author, (such as emails or forum posts), is the sole property and copyright of the author.
- During the term of the author's membership, the author grants the Project and its Participants a limited license to view and reasonably quote/excerpt such Material for internal purposes only.
- Upon departure from the Project, the author grants a perpetual non-exclusive license for the Project to display the Communications in full to its current Participants, in order to facilitate continuity. The Project, and its Participants, may not alter in any way, or distribute the Communications outside current membership without the author's permission.