



## War Child Canada – Terms of Use

### **Your Acceptance**

Welcome to the website operated by War Child Canada (the “Site”).

By using or visiting this Site, you agree to (1) the terms and conditions expressed on this webpage; (2) our privacy policy found at [Privacy Policy](#); and (3) all other terms referenced herein.

### **IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THE SITE.**

War Child Canada may, at its sole discretion, modify or revise these Site Terms & Conditions and its related policies at any time, and you agree to be bound by such modifications. Any modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should periodically review the Site Terms & Conditions and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site.

If you have a question regarding the use of the Site, please contact [privacy@warchild.ca](mailto:privacy@warchild.ca).

### **Our Commitment**

War Child Canada is committed to protecting the privacy of the children and adults living in communities we serve. As part of this commitment, War Child Canada prohibits the use of any child photos as displayed on the Site on any other websites, whether personal or commercial. War Child Canada is also committed to protecting the privacy of its donors, supporters, employees, and other stakeholders. For more information on War Child Canada’s Privacy Policy, please click here [Privacy Policy](#).

### **Content**

The content, data, images, and videos found on this Site are the property of, or under license to, War Child Canada and may not be redistributed, copied, or modified, altered or used without the express prior written permission of War Child Canada.

The use of, modification of, or linking to any images, photos, videos, stories and other content found on this Site, or any War Child website, without the express prior written permission of War Child Canada is strictly prohibited.

From time to time, the information displayed on this Site or other War Child Canada websites may be incorrect or incomplete. By using the Site, you agree to hold War Child Canada, its directors, officers, employees and volunteers, or related affiliates harmless from any damages resulting from any such errors or omissions.

The Site may contain links to other third-party websites. War Child Canada is not responsible for the privacy practices or the content of any of those third-party websites.

## **Linking to War Child Canada**

We understand that by linking to the Site you are demonstrating support for our goals of empowering children and families to build brighter futures for themselves and their communities through access to high-quality education, legal services and job opportunities.

If you do link to our Site, you agree to the following terms:

- The website or other media to which you link our Site (the “**Linked Media**”):
  - Will not contain any content which could be considered offensive or inappropriate for children;
  - Will not contain any content which could potentially harm or exploit children, including content which could be considered to promote or depict exploitation and/or abuse of children for any illegal or immoral purpose;
  - Will not contain any content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
  - Will not contain any content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
  - Will not contain any content that impersonates any person or entity or otherwise misrepresents an affiliation with a person or entity;
  - Will not contain any personal information of anyone, including, without limitation, addresses, phone numbers, email addresses, SIN, or credit card numbers;
  - Will not contain any content or files that contain or knowingly may contain viruses, corrupted data or other harmful, disruptive or destructive files; and
  - Will not contain any content that consists of unsolicited promotions, political campaigning, commercial advertising or business solicitations;
- You will not copy content from the Site without the prior express written consent of War Child Canada;
- You will not embed any webpage from our Site in a frame; the Site must be viewed in a browser on its own;
- You will not imply that War Child Canada is endorsing your organization or your products or otherwise misrepresent your relationship with War Child Canada;
- You will ensure that any text-only link or hyperlink to the Site clearly reads “www.warchild.ca” or “War Child Canada”;
- You will not use the Marks (as herein defined) without prior written permission of War Child Canada.
- You agree to immediately remove any link to the Site at the request of War Child Canada.

## **No Commercial Activity of Third-Party Products and Services**

This Site is for furthering the nonprofit ministry purposes of War Child Canada. Unless otherwise expressly approved by War Child Canada, no third party shall advertise or promote its products or services on the Site.

## **Submission of Suggestions and Ideas to War Child**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or our services (“**Submissions**”) provided by you to War Child Canada are not confidential and shall become the sole property of War Child Canada. War Child Canada shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, without acknowledgment or compensation to you.

## **Termination Policy**

War Child Canada may at its sole discretion limit access to the Site and/or terminate the accounts of any subscribers or users who may be in violation of any intellectual property rights of others and whose activities may be in contravention breach of these Terms & Conditions.

## **Limitation of Liability**

In no event shall War Child Canada, any other War Child entity, or any of their respective directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind (including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise) arising out of, or in any way connected with, the use of or inability to use the Site, the services, the content or the materials contained in or accessed through the Site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from War Child Canada, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to War Child Canada's records, programs or services. In no event shall the aggregate liability of War Child Canada, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Site or the services or to these Site Terms exceed any compensation you have paid, if any, to War Child Canada for access to or use of the Site.

## **Trademarks**

The "War Child" trademarks and trade names along with the other logos, service marks, slogans, and any other indicia for source of goods and services (collectively the "**Marks**") and trade dress contained on the Site are, unless otherwise stated, owned and/or used under license by War Child Canada, War Child Canada or their affiliates (collectively "**War Child**") and may not be copied, imitated or used, in whole or in part, without the prior written permission of War Child. You may not use any metatags or any other "hidden text" utilizing the Marks or trade dress of War Child without our prior written permission. All other trademarks, trade names, logos, service marks and slogans mentioned on the Site are the property of their respective owners. Reference to any third-party trademarks, trade names, logos, service marks, products, services, processes, other information or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by War Child.

## **General**

These Terms & Conditions are subject to change without notice. War Child Canada reserves the sole right to determine how its resources, the Site and Marks may be used. Decisions regarding third party use and linking are at the sole discretion of War Child Canada and may be revised or rescinded without prior notice.

## **Questions and Contact Information**

Questions or comments about the Site may be directed via email to [info@warchild.ca](mailto:info@warchild.ca).