

## User Agreement

### 1. Introduction

Welcome to the Ministry of Central Services' Community Donations Program located on-line at [www.communitydonations.ca](http://www.communitydonations.ca).

Any person wishing to use the services of this Web site must accept the terms and conditions of this Agreement (the "Agreement") without change. By registering for and using the services of this Web site, you agree to be bound by all terms and conditions of this Agreement.

The Ministry of Central Services reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Web site or the services it renders, at any time and at our sole discretion. Any changes will be effective upon posting of the revisions on the Web site at the [User Agreement](#) page. Your continued use of the Web site and its services following any changes in this Agreement will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Agreement, do not continue to use the services provided by the Web site.

This agreement is effective on May 17, 2004.

### 2. Membership Eligibility

The Community Donations Program is available only to Saskatchewan government organizations and Saskatchewan community-based organizations. Without limiting the foregoing, our services are not available to minors, or to temporarily or indefinitely suspended account holders. If you do not qualify, please do not use our services. Further, your Community Donations account and User ID may not be transferred or sold to another party. When registering as a business organization, you claim to have the authority to bind the organization to this Agreement.

### 3. Breach

Without limiting other remedies, the Ministry of Central Services may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your privileges and refuse to provide its services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us; or (d) you fail to immediately rectify such breach upon receiving written notice thereof from the Ministry of Central Services.

### 4. Fees and Services

Registering and participating in the Community Donations Program is free. The Ministry of Central Services may change its Fees and Credits Policy and the fees for its services from time to time. Changes to the policy are effective after we provide you with at least fourteen (14) day's notice of the changes by posting the changes on the Web site.

## **5. www.communitydonations.ca is a Venue.**

The Community Donations Web site is not an auction site. It is a venue to allow registered supplying organizations to offer office products and furniture, at anytime, from anywhere, and have them viewed in a public forum. The Ministry of Central Services is not involved in the actual posting of the items listed on the site by the supplying organizations and therefore has no control over the quality of the items posted, the accuracy of the listings, the ability of suppliers to dispose of items, or the ability of recipient organizations to pick up items. Central Services cannot ensure that a supplier or recipient will actually complete a transaction.

Because the Community Donations Web site is a venue, the Ministry of Central Services is not involved in the actual transactions between users. In the event that you have a dispute with one or more users, you release the Ministry of Central Services and all such persons, officers, directors, agents and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

While the Ministry of Central Services reviews each product posting, it does not control the information provided by supplying organizations which is made available through the Web site.

The Ministry of Central Services has the right to remove any content from the Web site which it, in its sole discretion, determines to be in violation of this Agreement or any of the Ministry of Central Services Information Technology or Web site Administration policies.

## **6. Requesting Products**

You are obligated to complete the transaction with the supplying organization if you have been notified you are the winning recipient organization. By submitting a 'request' on an item, you agree to be bound by the Terms of Transfer included in the item's description so long as those conditions of sale are not in violation of this Agreement or are unlawful. Requests are not retractable after the closing date except in exceptional circumstances such as when the supplier materially changes the item's description after you express an interest, a clear typographical error is made, or a problem arises related to the supplier's identity.

## **7. Listing and Awards**

**Listing Description.** You must be authorized by your organization to be able to post items to the Community Donations Web site. You must describe your item and all Terms of Transfer on the listing page of the Web site. Your listings may only include text descriptions and other content relevant to the transfer of that item. All listed items must be listed in an appropriate category.

If you received at least one 'request', or if the item is claimed by the Ministry of Central Services or another supplying organization, you are obliged to complete the transfer with the selected recipient, unless there is an exceptional circumstance, such as (a) the recipient fails to meet the Terms of Transfer, or (b) a problem is encountered authenticating the recipient's identity.

## 8. Your Information

“Your Information” is defined as any information you provide to the Ministry of Central Services or other users in the registration, requesting or listing process, or through any e-mail related to the Community Donations Program. You are solely responsible for Your Information, and the Ministry of Central Services acts as a passive conduit for the on-line distribution and publication of Your Information.

## 9. Restrictions

Your Information (or any postings): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the disposal of counterfeit or stolen items; (c) shall not infringe any third party’s copyright patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation; (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene or contain child pornography; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (h) shall not create liability for the Ministry of Central Services or cause it to lose (in whole or in part) the services of its Internet Service Provider or other suppliers.

## 10. License

With respect to Your Information, the Ministry of Central Services will only use Your Information in accordance with its Privacy Policy.

## 11. Access and Interference

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Community Donations Web site or any transfer being conducted on the site. You agree that you will not take any action that imposes an unreasonable to disproportionately large load on the Ministry of Central Services infrastructure. Much of the information on the Web site is updated on a real time basis and is proprietary or is licensed to the Ministry of Central Services by users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from the Web site without the prior expressed written permission of the Ministry of Central Services.

## 12. No Warranty

You agree that your use of the Web site and information obtained thereon is solely at your own risk. You further agree that the Web site and information contained thereon is provided on an "as is" and "as available" basis.

The Ministry of Central Services makes no warranty that the information provided on the Web site will meet your needs, nor that the information or services provided will be uninterrupted, timely, secure or error free, nor does the Ministry of Central Services make any warranty as to the results that may be obtained from the use of the Materials or as to the accuracy or reliability of any of the Materials obtained through the Web site. The Ministry of Central Services expressly disclaims all

warranties of any kind, whether express, implied or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

The User specifically disclaims any and all loss or liability resulting from use of the Web site, including but not limited to:

- \* loss of data;
- \* loss of software or hardware;
- \* loss or liability resulting from access delays or access interruptions;
- \* loss or liability resulting from computer viruses;
- \* loss or liability resulting from data non-delivery or data-missed delivery;
- \* any other loss or liability resulting from the negligent acts and/or omissions of the Ministry of Central Services, the user or other authorized users of the Web site;
- \* loss or liability resulting from acts of God.

### **13. Liability Limit**

In no event shall the Ministry of Central Services be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Community Donations Web site, its services or this agreement (however arising, including negligence).

### **14. Indemnity**

The User agrees to release, indemnify and hold the Ministry of Central Services, its board, officers, executive, agents, employees and successors harmless from all liabilities, claims and expenses, including without limitation reasonable legal fees arising from any breach of this Agreement by the User by use of, or in connection with the posting or transmission of any content by or through the User's access to the Web site.

### **15. Legal Compliance**

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Community Donations Web site.

### **16. No Agency**

You and the Ministry of Central Services are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **17. Notification**

Notice shall be deemed given 24 hours after an e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Except as explicitly stated otherwise, any notification to Saskatchewan government organizations and Saskatchewan community-based organizations shall be conducted by e-mail through the Community Donations Program. The Community Donations Web site uses e-mail alert services to enhance the usefulness of the services provided to all registered Members. Registered organizations expressing an interest in an item will be notified by e-mail should they be the chosen recipient of the item. The Program will not notify organizations about the outcome of their request for an item unless they are the chosen recipient.

All e-mails sent to registrants of the Web site are purely for informational purposes. The Ministry of Central Services retains all intellectual property in the contents of any e-mails sent.

### **18. Privacy**

The Ministry of Central Services respects the privacy of its authorized users to the Web site and is committed to protecting their privacy to the extent possible. This Web site does not collect any personally identifying information about authorized users except when specifically and knowingly provided by such users. Personally identifying information provided by authorized users will be used only in connection with the administration of this Web site and distribution of products to other authorized users for such purposes as are described in this Agreement. The User hereby authorizes and consents to the Ministry of Central Services use and disclosure of its name, contact information and products for the purposes described herein. While the Ministry of Central Services will seek to require all authorized users to adhere to its confidentiality and privacy provisions, the User agrees that the Ministry of Central Services shall bear no responsibility for any breach of privacy or confidentiality by the User or other authorized users of the Web site. Further information is available in the Ministry of Central Services Privacy Policy.

### **19. Acknowledgement and Usage**

Supplying organizations acknowledge that by posting products on the Web site, there is no guarantee that they will receive any offers from registered users.

Users also acknowledge that the Internet is not a secure method of communication. Any communications over the Internet using e-mail, on-line forms, web pages, etc. are not secured and may be intercepted without the knowledge of participating users by unknown third parties.

The appearance and operation of the Web site to any end users may be affected or limited by various factors and settings of the users' computer systems including without limitation the computer hardware and software used, web browser used, web browser version and settings/preferences/options, monitor, printer, screen size and display settings, web browser plug-ins, firewall, server, network and Internet connection speed.

### **20. Promotion of Web site**

The Ministry of Central Services shall be permitted, but are not required, to promote the services provided by the Web site, its registered users, the contents of the Web site or the contents belonging to the users of the Web site, including without limitation any products posted, through various marketing vehicles including, but not limited to, displaying the Web site at seminars or trade shows and in advertisements, flyers, newsletters, and other promotional strategies that we might implement from time to time to market the services of the Web site.

### **21. Password**

User access to the Web site will be through a password issued after completing all the necessary information required to qualify as a User has been received and reviewed by the Ministry of Central Services. Passwords may be used only to access the Web site and use the services provided by the Web site. Users are solely responsible for maintaining the security of their passwords. Users may not disclose passwords to any third party and are solely responsible for

any use of, or action taken under their password on the Web site. If any passwords are being compromised, Users must immediately change the passwords.

## **22. General**

This Agreement shall be governed in all respects by the laws of the Province of Saskatchewan as such laws are applied to agreements entered into and to be performed entirely within Saskatchewan between Saskatchewan residents.

The Ministry of Central Services does not guarantee continuous, uninterrupted or secure access to the Community Donations Web site. If any provisions of the Agreement are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

The User accepts that this Agreement and all incorporated agreements may be automatically assigned by the Ministry of Central Services in its sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such a section. The Ministry of Central Services failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Last updated March 2013