



1. Agreement to Terms

This website Terms of Use is a binding legal agreement between you and Stella's Place governing your access to and use of the Stella's Place website located at www.stellasplace.ca and all electronic media channels or platforms that Stella's Place may operate or make available, including external websites used to promote or provide Stella's Place services (e.g., event planning or ticketing websites) and Stella's Place specific pages on social media sites (e.g., Facebook, Twitter, Instagram). All such channels, platforms, social media pages, and service affiliations are referred to in this policy collectively as the "Website".

By accessing the Website, you are agreeing to be bound by these Terms of Use as amended from time to time. **If you do not agree to these Terms of Use, you are not permitted to access or use the Website and must exit the Website without accessing any other pages.** As long as you comply with these Terms of Use, Stella's Place grants you a license to use the Website solely for your personal use and only so long as you comply with these Terms of Use. If there is something you do not understand in these Terms of Use, please contact Stella's Place as indicated at the bottom of this page.

2. Ownership

Stella's Place owns, solely and exclusively, all rights title and interest in and to the Website, excluding only Submitted Content as describe below, but including without limitation all other content (including, for example, audio, photographs, graphics, video, text, code), the look and feel of the site or page, the design and organization of the Website, and the compilation of the content, code, data and materials on the website. This includes, but is not limited to any copyrights, trademark rights, patent rights, and other intellectual property and proprietary rights as described below. Your use of the Website does not grant to you ownership of any content, code, data or materials, design or arrangement, that you may access on or through the Website.

3. Copyright

All materials displayed or otherwise accessible through the Website, including without limitation, text, logos, graphics, photographs and images (collectively the "Content") are protected under applicable copyright, trademark and other proprietary and intellectual property laws or other



laws. This means that copying, redistribution, use or publication by you of any Content or any part of the Website, except as allowed in these Terms of Use, is strictly prohibited.

For example, the Stella's Place logo and icon are registered trademarks of Stella's Place and you may not use them for any purpose without prior written permission from Stella's Place. Please understand that you do not acquire ownership rights to any Content obtained through the Website. You will abide by all additional copyright notices, information and restrictions on or contained in any of the Content which you access through the Website.

4. Submitted Content

We do not solicit nor do we wish to receive any confidential, secret or proprietary information, copyrighted material, or other material with any implied contract or obligation from you through the Website. By choosing to post content to the Website through the comments or public posting function of the Website (including comments, ratings, stories, photos, audio files, video files, or other electronic content) you agree that such content was freely and voluntarily submitted without obligation and not specifically solicited or contracted by Stella's Place. You agree that the submitted material is original to you and grant Stella's Place the non-exclusive, worldwide, perpetual, royalty-free right to reproduce, modify, edit, publish and distribute the images, comments, stories and other electronic content that you submit. Under no circumstance will Stella's Place be liable for any inaccuracy or misrepresentation in any submitted content.

Stella's Place reserves the right to not accept, to delete, or to remove any submitted content from the Website at our discretion, including content that we believe does not support the mission or values of Stella's place; compromises the privacy of our participants or our donors, diminishes or harms Stella's Place, another person or another organization; goes against copyright or intellectual property legislation and standards or oversteps fair dealing provisions; is in violation of our anti-violence and harassment policies or the Ontario Human Rights Code, or is illegal under any applicable local, provincial, federal or international law.

We cannot be responsible for maintaining any submitted content that has been provided to us through open commenting or posting functions of the Website but that has not been specifically solicited or licensed.

5. Agreement to Changes or Updates

Stella's Place may, in its sole discretion and without notice to you, modify these Terms of Use at any time. The date on which these Terms of Use were last modified appears at the top of this



page for your reference. If you continue to use the Website after modification of these Terms of Use, you will be understood to have agreed to the modification.

6. Restrictions on Use of Content

You may use the Website only in the manner provided for in these Terms of Use (for your personal use). Your use of the Website for any other purpose, or for any other person than you, or in any other manner, is strictly prohibited. To be clear, you are permitted to access and use the Website and make a copy of Content on the Website for your personal and non-commercial use.

By using the Website, you promise not to engage in any activity with respect to the Website or the Content on the Website that:

- (a) modifies the Website or any Content;
- (b) uses the Website or any Content for any business purpose or personal gain, or for any public display;
- (c) attempts to decompile or reverse engineer any software contained on the Website;
- (d) removes or alters any identification, trade-marks, notices, disclaimers, copyright or other notations from the Website or Contents;
- (e) attempts to transfer, sell or resell any Content or access rights to the Website;
- (f) involves framing, mirroring, scraping, data-mining (or any variation thereof) of the Website or Content by any means; or
- (g) uses any of the software that is used in the operation or provision of the Website except while using the Website in accordance with these Terms of Use.

7. Violations and Termination

If you fail to comply with any provision of these Terms of Use or any posted restrictions, Stella's Place has the right to terminate your access to the Website. Stella's Place may, at any time and for any reason, without consulting with you or anyone else, terminate your access to the Website, without any prior notice to you and without any obligation or responsibility to you or any other person.



Note that Content owners may have the right to take action against you if you misuse their Content. Stella's Place will cooperate with any investigation into the misuse of the Website. By accessing the Website you agree that Stella's Place may disclose your identity and contact information to others for the purpose of investigating and managing misuse of the website. If you decide not to use the Website, or your permission to use the Website is terminated by Stella's Place for any reason, then these Terms of Use will continue to apply and be binding upon you in respect of your prior use of the Website, including any Content of which you make a copy.

8. Disclaimer

We do our best to select information that will be of use and benefit to users of the Website and to keep the information on the Website up to date. However, your use of this Website is at your sole risk. The Website is provided "as is", which means that Stella's Place makes no guarantees about the accuracy of information or whether it relates to your situation and no guarantee that the website will not contain viruses or other malicious objects that could harm your computer or software. The Website is also provided "as available", which means that Stella's Place does not guarantee the Website will be available 100% of the time. Stella's Place will not be responsible or liable for any consequences of your reliance on Content or if the Website is unavailable at any time for any period of time. As already explained, the Website is not guaranteed to be error-free, uninterrupted or free of viruses, worms, and other malicious software. Stella's Place assumes no responsibility with respect to the quality, accuracy, reliability, currency, completeness, fitness for any particular use, non-infringement of third party intellectual property or continued availability of the Website or Content.

9. No Endorsement

Stella's Place does not endorse or recommend any particular Content for use by you in any particular circumstance. Some of the Content may not be applicable to you in your particular circumstances. Any views, opinions or ideas expressed on or through the Website do not necessarily state or reflect those of Stella's Place.

10. External Links

The Website may contain links to websites owned by other organizations or individuals (including social media platforms). Stella's Place provides such links for your convenience only. Stella's Place does not control and is not responsible for the availability, content, terms of use or policies applicable to such external sites, nor does Stella's Place endorse or guarantee any content, products or services that are referred to or made available through external websites.



You cannot assume that external websites have the same policies (including privacy related policies) as Stella's Place. You are solely responsible for reviewing the terms and conditions of linked websites and ensuring that they are agreeable to you before using the website. You are also responsible for taking any other appropriate measures to protect yourself against harm related to sites to which you link from this Website, including but not limited to harm resulting from computer viruses.

11. Limitation of Liability

Stella's Place will not be liable to you for any cause of legal action for any loss or damage whatsoever caused to you from your use of the Website, including, without limitation, loss of information, programs or data, even if Stella's Place has been notified of the possibility of such damage or loss or if such damage or loss was foreseeable. In summary, Stella's Place will not be liable to you in connection with any Content or any consequences of your use of the Website.

12. Privacy

By accessing the Website, you are agreeing to the collection, use, disclosure and retention of your personal information in accordance with Stella's Place's Privacy Policy, as amended from time to time. Therefore it is important that you carefully read the Stella's Place Privacy Policy and decide whether it is agreeable to you. **If you do not agree with the Privacy Policy, you are not permitted to access or use the Website and must exit the Website without accessing any other pages.**

13. Your Legal Responsibilities

If you are a minor, please understand that Stella's Place may look to you or those responsible for you to compensate it for any monies it is required to pay as a result of your misuse of the Website. If you have reached your majority, you agree to indemnify and hold Stella's Place harmless from any and all losses, damages, liability and costs (including reasonable legal fees) resulting directly or indirectly from any claim or demand against Stella's Place arising out of or connected with your use of the Website, your violation of these Terms or Use, or your violation of any rights of another person or organization in connection with the Website. This means that you will pay for any loss or damages suffered by Stella's Place related to your violation of these Terms of Use.



14. Entire Agreement

These Terms of Use constitute the entire agreement between you and Stella's Place regarding the Website and use of the Website and override all other communications, representations or agreements, whether oral or written, between you and Stella's Place in regard to these matters. This means that these Terms of Use override any agreement you may make with anyone at Stella's Place that is inconsistent with these Terms of Use.

15. Waiver, Severability of Terms

The failure of Stella's Place to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court to be invalid or unenforceable, you agree that you and Stella's Place will give effect to the intentions reflected in the provision and that the other provisions of these Terms of Use will remain in full force and effect.

16. Governing Law

These Terms of Use will be interpreted and construed in accordance with the laws of the province of Ontario and any federal laws of Canada applicable in the province of Ontario (other than any conflict of laws rules that would result in the choice of laws of another province or country). You agree that the courts of Ontario in Toronto, Ontario, Canada have exclusive jurisdiction in connection with any matter arising out of or relating to the Website or use of the Website.

17. Contact

If you have any questions about these Terms of Use or Stella's Place please contact us at: connect@stellasplace.ca.