

Emergency Food Hamper Program and Electronic Identification Validation

TERMS AND CONDITIONS OF USE

These terms and conditions of use for the Calgary Food Bank's Emergency Food Hamper Program (the "Service"), constitute a legal agreement and are entered into by and between you and the Calgary Food Bank ("Company," "we," "us," "our"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "Terms and Conditions"), govern your access to and use of the Service. For certainty, the meaning of "Service" in these Terms and Conditions shall be deemed to include, without limitation, any content, functionality, and services related to the Service offered on or through <https://www.calgaryfoodbank.com/> (the "Website") and the Calgary Food Bank's electronic identification validation service provided in support of the Service.

BY ACCESSING OR USING THE SERVICE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, AS THE CASE MAY BE, YOU: (1) ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, [FOUND ON OUR WEBSITE](#). INCORPORATED HEREIN BY REFERENCE; AND (2) REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH THE COMPANY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY YOU MUST NOT ACCESS OR USE THE SERVICE.

IMPORTANT

THESE TERMS AND CONDITIONS CONTAIN ONEROUS LEGAL PROVISIONS THAT WAIVE IMPORTANT LEGAL RIGHTS AND REQUIRE THAT YOU INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS IN CERTAIN CIRCUMSTANCES. PLEASE READ CAREFULLY!

Modifications to the Terms and Conditions

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Service. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these Terms and Conditions.

The Service, and any information or materials relating to the Service, may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Service is restricted to users or unavailable at any time or for any period.

Your Use of the Service

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for their own means, whether electronic or otherwise, of accessing the Service. Users are required to ensure that all persons who access the Service through a user's internet connection are aware of these Terms and Conditions and comply with them. It is a condition of your use of the Service that all the information you provide to the Company is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of the personal information that you transmit to us. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures associated with the Service.

Your provision of registration information constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at [on our website](#).

You are prohibited from attempting to circumvent and from violating the security of the Service, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including, without limitation, monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempting to interfere with the proper working of the Service.

Intellectual Property Rights and Ownership

You understand and agree that all information, materials, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and data related to the Service are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the "Calgary Food Bank" trademark, and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear in relation to the Service are the trademarks of their respective owners. Use of any such property, except as expressly

authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

Conditions of Use

As a condition of your access and use, you agree that you will use the Service only for lawful purposes and in accordance with these Terms and Conditions. Without limiting the foregoing, you warrant and agree that your use of the Service shall not:

- a) be for any commercial purpose and shall only be for personal use;
- b) in any manner violate any applicable federal, provincial, local, or international law or regulation;
- c) conflict with these Terms and Conditions or our Privacy Policy found [on our website](#);
- d) violate the terms of use of any third-party website made available to you through the Service, including, but not limited to, any third-party social media website;
- e) involve, provide or contribute any false, inaccurate or misleading information;
- f) involve the impersonation or attempt to impersonate the Company, a Company employee or volunteer, another user, or any other person or entity;
- g) encourage any conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability;
- h) cause harassment, harm, injury, annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
- i) promote any illegal activity, or advocate, promote, or assist any unlawful act; or
- j) give the impression that such use originates from or are endorsed by us or any other person or entity, if this is not the case.

Site Monitoring and Enforcement, Suspension and Termination

Company has the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Service. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Service.
- Terminate or suspend your access to all or part of the Service, for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND

ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

No Reliance

Any information and materials we provide you in respect of the Service is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content of such information.

Although we make reasonable efforts to update the information we provide you, we make no representations, warranties or guarantees, whether express or implied, that any information provided by us to you in respect of the Service is accurate, complete or up to date. Your use of the Service is at your own risk and neither the Company nor its directors, officers, employees, volunteers, agents, service providers, contractors, licensors, licensees or suppliers have any responsibility or liability whatsoever for your use of the Service.

Information we provide you may include content provided by third parties. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its directors, officers, employees, volunteers, agents, service providers, contractors, licensors, licensees or suppliers have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Privacy

By submitting your personal information to the Company or by using the Service you consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy, found [on our website](#), as we deem necessary for use of the Service.

Third Party Websites

For your convenience, information we provide you in respect of the Service may provide links or pointers to third-party sites. We make no representations about any other such websites that may be accessed. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

You may link to any webpages providing information about the Service, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE ADEQUACY, SAFETY, SUITABILITY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS REPRESENT OR WARRANT THAT THE SERVICE WILL BE FREE FROM HARM.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT ANY FILES, DATA OR CORRESPONDENCE THAT WE SEND OR MAKE AVAILABLE TO YOU (WHETHER INTENTIONALLY OR UNINTENTIONALLY) WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE, THE SERVICE AND YOUR COMPUTER, INTERNET AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, PHISHING ATTACKS, MALWARE, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO, RELATED TO OR IN CONNECTION WITH YOUR USE OF THE SERVICE.

Release of Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, FOOD POISONING, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, RELATED TO, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE SERVICE, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY CONTENT, MATERIALS, POSTING OR INFORMATION RELATED THERETO EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT OR INDIRECT DAMAGES), JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR BREACH OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FILED BY OR ON BEHALF OF YOU, YOUR NEXT-OF-KIN, YOUR HEIRS OR YOUR ESTATE.

Governing Law and Jurisdiction

The Service and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of the Province of Alberta or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of, in connection with, or relating to the Service and these Terms and Conditions will be instituted in the courts of the Province of Alberta and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and the Calgary Inter-Faith Food Bank regarding the Service and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Consent to Transact Electronically and Commercial Electronic Messages

You expressly consent: (1) to only having an electronic record of these Terms and Conditions available to you and agree that you may retain a physical copy by printing this webpage or document, as the case may be; (2) to transact electronically and acknowledge by using the Service or clicking “I Accept” or “Upload”, as the case may be, that you are agreeing to be bound by the terms of these Terms and Conditions; and (3) to the Company contacting you by phone, email, text message or otherwise for the purpose of providing the Service to you.

Reporting and Contact

The Service is operated by the Calgary Food Bank.

Any feedback, comments, notices, reports, requests, and other communications relating to the Service should be directed to:

Calgary Food Bank
5000 11 Street SE
Calgary, AB T2H 2Y5
Tel: 403-253-2059
Email: info@calgaryfoodbank.com