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BCSTA may add to or remove, modify or otherwise change any part of the Terms and Conditions at any time. Changes will be effective when the changed Terms and Conditions are posted on the BCSTA Hub. You should check the Terms and Conditions frequently for changes at the top of this document. If any change to the Terms and Conditions is not acceptable to you, you should discontinue your use of the BCSTA Hub immediately. Your continued use of the BCSTA Hub after changes to the Terms and Conditions are posted thereon will constitute acceptance of the changes.

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BCSTA may terminate, change, suspend or discontinue any aspect of the BCSTA Hub at any time without notice. Without limiting the generality of the foregoing, BCSTA may change the availability of any features, add, remove, modify or otherwise change any contents on the BCSTA Hub, impose limits on certain features or restrict access to parts or all of the BCSTA Hub. BCSTA reserves the right, but not the duty, to correct any errors or omissions in any portion of the BCSTA Hub at any time without notice.

OWNERSHIP AND USAGE

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The BCSTA Hub is to be accessed and used by school trustees, BCSTA employees and designated school district employees. User name and password for access may not be shared with any other person. The contents of the BCSTA Hub may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of BCSTA, unless specifically provided for as follows. In particular, BCSTA permits you to display the content of the BCSTA Hub on your computer and to print, download and use the underlying HTML, text, audio clips, video clips and other content available to you on the BCSTA Hub provided that,

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- you do not modify the content of this material other than as is expressly permitted on the BCSTA Hub, and
- you include with and display on each copy the copyright notice.

No other use of the BCSTA Hub is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of the BCSTA Hub, include the content of the BCSTA Hub in or with any product that you create or distribute or copy the content of the BCSTA Hub onto your own or another's website.

Some of the content on the BCSTA Hub may be subject to the copyright of another source. There may be additional restrictions on the reproduction of such content. Details concerning copyright ownership and any special restrictions on reproduction are indicated on the relevant page(s) of the BCSTA Hub and they should be observed.

TRADE MARKS

The British Columbia School Trustees Association logo ("Logo") is a trademark owned by the British Columbia School Trustees Association. The BCSTA logo is a trademark owned by the British Columbia School Trustees Association. All other trademarks, trade names or service marks mentioned on the BCSTA Hub are the property of their respective owners.

In accordance with BCSTA Operational Guideline 1.10.G, "no organization may use BCSTA's name, logo or word mark, or state or imply BCSTA endorsement of its programs or advocacy messages, unless specifically approved by Board of Directors or as delegated to the Chief Executive Officer."

DISCLAIMER

Any use of or reliance on the BCSTA Hub, the contents of the BCSTA Hub or the information provided through the BCSTA Hub shall be at your sole risk. BCSTA makes no representation or warranty of any kind regarding the BCSTA Hub, the contents of the BCSTA Hub or the information provided through the BCSTA Hub, all of which are provided on an "AS IS" and "AS AVAILABLE" basis. BCSTA expressly disclaims all representations, warranties, conditions and endorsements as to the operation of the BCSTA Hub, the contents of the BCSTA Hub or the information provided through the BCSTA Hub. Without limiting the generality of the foregoing, BCSTA makes no warranty as to the accuracy, quality or completeness of the contents of the BCSTA Hub or information provided through the BCSTA Hub, nor to merchantability or fitness for a particular purpose, nor to title or non-infringement, nor to the absence of any software virus or other harmful component. BCSTA does not warrant that the BCSTA Hub or the delivery, hosting and ancillary services or facilities of third party suppliers utilized by BCSTA will continue to operate, will operate without interruptions or will be error-free.

None of the information provided on the BCSTA Hub or provided through the BCSTA Hub is provided as legal advice and it shall not be relied upon as such. You should consult a lawyer if you would like legal advice.

LIMITATION OF LIABILITY

In no circumstances shall BCSTA, its officers or employees be responsible or liable for any loss or damages whatsoever, including (without limiting the generality of the foregoing) any direct, indirect, incidental, special, punitive or consequential damages, arising from or in connection with any access to or any use made of BCSTA Hub under your user name and password, your

use of, access to or your reliance on, or your inability to use or access, the BCSTA Hub, any contents of the BCSTA Hub, any information provided through the BCSTA Hub, any website linked to the BCSTA Hub, or any contents thereof, any website linking to the BCSTA Hub, or any contents thereof, or any delivery, hosting and ancillary services or facilities of third party suppliers utilized by BCSTA.

BCSTA is not responsible and assumes no liability for third party contents of the BCSTA Hub or third party information provided through the BCSTA Hub.

UNINTENDED COMMUNICATIONS

BCSTA takes the privacy of confidential and personal information very seriously. Despite precautions taken to protect this information, mistakes can occur. If you receive or access a communication through the HUB that you believe was not intended for you or does not relate to your role or duties, please notify the BCSTA's Privacy Officer immediately by email at aackah@bcsta.org

PURPOSE

The information in the Hub is accessible to you for the purpose of contacting school trustees, BCSTA staff and designated school district employees in relation to the work of BCSTA. The information in the HUB may not be used for any other purposes (including personal or commercial purposes). [For your reference, BCSTA's Personal Information Protection Policy is available online here.](#) If you have any questions regarding the use of this information, please contact [Mike Roberts](#) (CEO) or [Audrey Ackah](#) (Privacy Officer).

SCHOOL DISTRICT EMAIL ACCOUNTS

School trustees and school district staff may only use their school district email accounts to login to the Hub and to populate their profiles/contact information in the Hub. The use of other email accounts (e.g. Hotmail, Gmail) in relation to your use of the Hub is not permitted.

DISCUSSION GROUPS

Messages of a personal or commercial nature may not be posted on BCSTA Discussion Groups. Since BCSTA asserts ownership of the Discussion Groups, all postings are considered to be internal BCSTA communications. Language and content of messages must be at an appropriate and professional level. Any opinions expressed are solely those of the individual, and do not represent any official position of BCSTA.

If your district receives a request for access to Discussion Group emails (such as a request under the BC *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), please notify BCSTA as soon as possible, and in any event, prior to responding to the access request. The FOIPPA does not apply to BCSTA and it is our position that the Discussion Group emails remain under the custody and control of the Association, and need not be provided.

APPLICABLE LAW

The BCSTA Hub is controlled by BCSTA from its offices within the Province of British Columbia in Canada. The BCSTA Hub can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the Province of British Columbia, all matters relating to access to, or use of, the BCSTA Hub or any website linked to the BCSTA Hub, shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.