The Winnipeg Foundation
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1. The Foundation

The Foundation is a community foundation that offers flexible options for donors to help them achieve their philanthropic goals. Gifts to The Foundation are pooled and invested, and the income earned is distributed as grants according to The Foundation’s spending policy, in support of local community projects primarily in Winnipeg, Manitoba.

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- You are responsible for all activity that occurs under your UserName.

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- You will not upload, post, email, submit, provide, transmit or otherwise make available any User Content, materials or information to, on or through the Websites that are fraudulent, unlawful, harmful, offensive, illegal, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, pornographic, invasive of another's privacy, or hateful.

- You will not post, provide, submit, transmit or otherwise make available User Content, materials or information that infringe a patent, trademark, trade secret, copyright or other proprietary rights of another person or entity or that violate any right of privacy, or that defame or libel any person or entity, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

- You will not transmit any worms or viruses, spyware, malware or any other harmful or destructive code to or through the Websites.

- You will not upload, post, email, transmit, provide, submit or otherwise make available to users of the Websites any unsolicited or unauthorized advertising, promotional materials,
"junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.

- You will not use the Websites for any illegal or unauthorized purpose or violate any applicable provincial, state, federal or local laws in your jurisdiction.

- You will not "stalk" or otherwise harass anyone on or through the Websites.

- You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity, or falsely state or otherwise misrepresent your affiliation with an individual or entity.

- You will not access or use another user’s account without that user’s permission, nor will you compromise another user’s account. You agree that if such acts are brought to the attention of The Foundation, The Foundation may (1) immediately terminate your Foundation account, if any, and (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.

- You will not transmit User Content that includes personal or identifying information about another person without that person’s explicit consent.

- You will not violate nor attempt to violate the security of the Websites, including, without limitation:
  
  - accessing or using data not intended for you, including logging into a server or account which you not authorized to access or use;
  
  - attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
  
  - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Websites or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Websites or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Websites;
  
  - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Websites or The Foundation’s systems or networks, or any systems or networks connected to the Websites or to The Foundation’s systems;
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You may view Content without registering an account with The Foundation; however, to access and use some features of the Websites you will be required to select a UserName and password. In consideration of your use of such features, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Websites, including your geographical location and address (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate,
current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, The Foundation has the right to suspend or terminate your account and refuse any and all current or future use of the Websites (or any portion thereof).

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify The Foundation of any unauthorized use of your password or account or any other breach of security; and (b) take measures to prevent unauthorized access or use (e.g., ensuring that you exit from your account at the end of each session).

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IF YOU USE THE WEBSITES, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE WEBSITES.

If you are dissatisfied with the Websites or with this Agreement, you agree that your sole and exclusive remedy is to discontinue using the Websites.

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11. Indemnity

By accepting this Agreement, you agree to indemnify and hold The Foundation harmless from any and all claims, demands, liabilities, expenses or tax assessments, including reasonable legal fees, arising out of any claim made by any third party or any action taken by any governmental or regulatory body, due to, arising out of or relating to (i) any User Content that you submit, post, transmit, provide or otherwise make available through the Websites, (ii) your use of the Websites, (iii) your connection to the Websites, (iv) your actual or alleged breach of this Agreement, (v) your actual or alleged infringement of any third party intellectual property or proprietary rights, or (vi) your actual or alleged violation of any applicable laws, rules, regulations or rights of another.

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a. **Entire Agreement.** This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and The Foundation pertaining to the subject matter hereof. You agree to review this Agreement prior to any use of the Websites, and each use of the Websites by you shall constitute and be deemed your unconditional acceptance of this Agreement. The Foundation may prospectively modify this Agreement by posting a revised Agreement on the Websites.

b. **No Agency.** No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

c. **Governing Law and Forum.** The Foundation controls http://www.wpgfdn.org/, endowmanitoba.ca, winnipegvitalsigns.org and cncwpg.org from its offices within the Province of Manitoba, Canada. By accessing and using the Websites, you agree that all matters relating to access to, or use of, the Websites, or any other hyperlinked website, shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein. You also agree and hereby submit to the non-exclusive personal jurisdiction and venue of the courts of the Province of Manitoba and acknowledge that you do so voluntarily and are responsible for complying with all local laws.

d. **Waiver and Severability.** The failure of The Foundation to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. In the event that any provision of this Agreement is held by a Court or a tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portion of this Agreement will remain in full force and effect.

e. **General.** You agree to waive any right you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against The Foundation related to the Websites, the Content, the User Content, The Foundation Content and/or this Agreement, and where applicable, you also agree to opt out of any class proceedings against The Foundation or its licensors.

f. **Notices.** The Foundation may provide you with notices, including without limitation, those regarding changes to this Agreement, The Foundation’s Privacy Policy, and other service-related announcements, by email or postings on the Websites.

g. **Assignment.** The Foundation may assign this Agreement to any successor of The Foundation. This Agreement cannot be assigned or transferred, in whole or in part, by
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h. **Headings.** All article or section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

i. **E-mail.** The inclusion of any email addresses on the Websites is not consent to receiving unsolicited commercial electronic messages or SPAM.

14. **Termination**

The Foundation reserves the right to suspend or terminate or take any other action or remedy that we deem reasonable, appropriate or necessary, in our sole discretion, with respect to your account immediately, without prior notice or liability, for any reason. If we terminate your account, your right to use the Websites will immediately cease. All provisions of this Agreement will survive termination, including without limitation, intellectual property ownership provisions, licenses, warranty disclaimers, indemnities, and limitations of liability.

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