



Please read the following carefully.

Welcome to the Altruvest Charitable Services website (which includes www.altruvest.org and www.boardmatch.org (the “**Site**”), owned and operated by Altruvest Charitable Services (“**We**”, “**Our**”, “**Altruvest**”, “**BoardMatch**” or “**Us**”) and the following are the Terms of Service (the “**TOS**”). These TOS define the terms and conditions that you (“**You**”, “**Your**” or “**User**”) agree to when You use and/or register with Us to make use of the Site and the Services. Please read these terms and conditions carefully before using the Site and the Services. BY CONTINUING TO USE THE SITE AND THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TOS, AND ALL RELATED POLICIES AND GUIDELINES OF ALTRUVEST, INCLUDING THE [PRIVACY POLICY](#), AS INDICATED IN THESE TOS ARE INCORPORATED BY REFERENCE.

Altruvest reserves the exclusive right to revise, change or amend any portion of these TOS, or any other policies or guidelines governing the Site and the Services, at any time, in its sole discretion and without advance notice to You. You agree to comply with all policies regarding permitted and prohibited uses of the Site and the Services that may be posted by Altruvest from time to time on the Site. Any changes will be effective upon posting of the revisions on the Site. Your use of the Site and the Services will be subject to the most current version of these TOS posted on the Site at the time of such use. You may view the most current version of this policy [here](#). YOUR CONTINUED USE OF THE SITE AND THE SERVICES FOLLOWING OUR

POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TOS, PLEASE IMMEDIATELY DISCONTINUE USE OF THE SITE AND THE SERVICES.

At the sole discretion of Altruvest, a User in violation of these TOS may have: (a) his or her account suspended immediately; (b) his or her activities in connection with the Site investigated, and/or; (c) his or her account terminated and/or, if appropriate, be subject to a civil action and/or criminal prosecution.

1. DEFINITIONS

In these TOS, capitalized terms shall have the meanings set out in this Section 1:

“**Claims**” means any claim, demand, liability, damage, loss, suit, action, or cause of action and all related costs and expenses, including legal fees, if any;

“**Content**” includes information made available, displayed or transmitted in connection with the Site and the Services including, but not limited to, all trade-marks, domain names, information made available by means of an HTML “hyper link”, a third party posting or similar means and all updates, upgrades, modifications and other versions of any of the foregoing;

“**Services**” means the volunteer board matching service, governance training sessions, peer learning circles and mentoring, subject to these TOS and any and other policies and procedures of Altruvest, provided to You by Altruvest; and

“TOS” means the terms and conditions contained in these terms of service in respect of use of the Site and the Services, as the same may be amended or replaced from time to time in accordance with the provisions of these TOS.

2. INTERPRETATION

The provisions contained in these TOS are intended to be guidelines for You as it relates to acceptable behaviour and conduct in connection with Your use of the Site and the Services. THESE PROVISIONS ARE NOT MEANT TO BE EXHAUSTIVE. In general, any conduct that violates any laws and regulations, whether or not expressly mentioned in these TOS, is prohibited. Altruvest reserves the exclusive right, at any and all times, to prohibit any of Your activities, in connection with Your use of the Site and the Services, that in any way damage the reputation and goodwill of Altruvest and any Altruvest-related initiatives and programs or Altruvest program co-operators.

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

3. SYSTEM AND NETWORK SECURITY

In connection with Your use of the Services, You agree not to engage in the following activities:

- (a) download, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- (b) download, post, e-mail or otherwise transmit any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships;
- (c) download, post, e-mail or otherwise transmit any content that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trademark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
- (d) use any content downloaded through the Site to post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (e) upload, post, e-mail or otherwise transmit any material to the Site that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (f) interfere with or disrupt the Site or servers or networks connected to the Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, engaging in "denial of service" attacks, "spamming", "crashing", or "mail-bombing" the Site or disobeying any requirements, procedures, policies or regulations of networks connected to the Site;
- (g) use the Site for any public or commercial purposes, without the express prior written permission of Altruvest;

- (h) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- (i) collect or store personal data about other users.
- (j) tamper with accounts of other users, or committing unauthorized intrusions into any part of the Altruvest system or related systems;
- (k) use accounts not provided or intended for use by You or circumventing security provisions in order to access the Site and/or the Services;

4. DISCLAIMER

The Site and all Services provided by Altruvest, is provided to You “as is” and “as available” without warranty or condition of any kind, either express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement.

Altruvest makes no representations or warranties that: (i) the Site and the Services will meet Your requirements; (ii) the Site and the Services will be uninterrupted, timely, secure, or error-free; and (iii) the results that may be obtained from the use of the Site and the Services will be accurate or reliable.

Altruvest is not responsible for any damages arising from Your use of the Site and any Services provided by Altruvest or Your inability to use the Site and any Services for any reason.

5. LIMITATION OF LIABILITY

You expressly understand and agree that in no event shall Altruvest, its directors, officers, employees, agents or advisors be liable to You for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Altruvest has been advised of the possibility of such damages under contract, warranty, negligence, strict liability or any other theory), resulting from: (i) the use or the inability to use the Services, the Site or any Content; (ii) any third party claims that the use by You of the Services, the Site or the Content violates any intellectual property right; or (iii) any other matters relating to the Service, the Site or the Content. You specifically acknowledge that Altruvest shall have no liability to You for any Content downloaded from the Site and/or the Service and/or in connection with your use of the Site and/or the Service.

6. GENERAL

You agree to abide by the following general provisions:

- (a) Altruvest reserves the right, in its sole discretion, to deactivate Your account(s) upon an indication that portions of these TOS are, in the sole and absolute discretion of Altruvest, being violated by You in any way.
- (b) Altruvest has no obligation to monitor Content or Your use of the Site and/or the Services. However You agree that We have the right to monitor and investigate Your use of the Site and/or the Services electronically from time to time and to disclose any information as necessary to:

- (i) satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against You;
 - (ii) operate the Site and Services properly;
 - (iii) ensure or enforce compliance with these TOS and the Privacy Policy; or
 - (iv) protect Altruvest or our affiliates, program co-operators, sponsors and other users.
- (c) Due to the public nature of the Internet, all information should be considered generally accessible to the public and important or private information should be treated carefully. Except as specifically set out in the [Privacy Policy](#), Altruvest is not liable for protection or privacy of Your e-mail or Your other information transferred through the Internet or any other network Altruvest or its other users may utilize.
- (d) Your use of any Content obtained via the Site and the Services is at Your own risk. Altruvest specifically denies any responsibility for the accuracy or quality of information obtained through the Site and the Services.
- (e) If Altruvest cancels Your account(s) for any reason, You agree not to reregister with the Site without Altruvest's prior written consent. In the event You reregister without Altruvest's prior written consent, Altruvest will cancel Your account(s).
- (f) Altruvest requires that You be at least eighteen (18) years of age to create an account and use our Services. Any misrepresentation made by You in respect of

any data and/or information supplied by You during the registration process will be grounds for Altruvest to terminate Your account.

- (g) You agree to defend, hold harmless and indemnify Altruvest from any and all Claims (including, without limitation, reasonable legal fees) arising out of: (i) Your breach or violation of any covenant contained in these TOS; or (ii) Your use of the Site and/or the Services.
- (h) You agree to waive and hold Altruvest harmless from any Claims relating to any action taken by Altruvest as part of an investigation into a suspected violation of these TOS or as a result of its conclusion that a violation of these TOS has occurred.
- (i) We have a strong policy to respect and protect the privacy of its users and their information that is stored on Our servers. This policy is available [here](#). Altruvest will only use and disclose information in accordance with the Privacy Policy.

7. POLICY ENFORCEMENT

When Altruvest becomes aware of any alleged violation of these TOS, Altruvest will immediately initiate an investigation. Altruvest may, at its own discretion, anytime during an investigation, restrict Your access to the Site and/or Services in order to prevent any further possible unauthorized activity. Depending on the severity of the violation, Altruvest may, at its sole discretion, restrict, suspend, or terminate Your account and/or pursue other legal remedies. If such violation is a criminal offence, Altruvest may promptly notify the appropriate law enforcement officials of such violation. You hereby authorize Altruvest, its affiliates, suppliers and agents to cooperate with: (i) law enforcement authorities in the investigation of suspected

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criminal violations; and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce these TOS. Such cooperation may include Altruvest providing the username, IP address or other identifying information about a subscriber.

Notwithstanding any of the above, Altruvest reserves the right, in its sole and absolute discretion, to terminate Your access to any Services, at any time.

8. CONTENT

All Services and the Site may be used for lawful purposes only.

Altruvest will be the sole arbiter as to what constitutes a violation of this provision.

9. REPORTING ABUSE OF THIS POLICY

Any party seeking to report any violations of this policy may send an e-mail to: information@altruvest.org

10. (a) APPLICABLE LAW

You agree that all matters relating to the use of the Site, the Services and the Content shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. You also agree that any action at law or in equity arising out of or relating to these TOS or Your use of the Site, the Services or the Content will be filed only in a court located in Toronto, Ontario, Canada and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action.

(b) ENTIRE AGREEMENT

These TOS constitutes the entire agreement between You and Altruvest relating to the subject matter hereof and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter.

(c) NO AGENCY; THIRD-PARTY BENEFICIARY

Altruvest is not Your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these TOS is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these TOS. These TOS and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Altruvest and You.

(d) ASSIGNMENT

You may not assign, convey, subcontract or delegate any of Your rights, duties or obligations hereunder.

(e) SEVERABILITY

If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TOS remain in full force and effect.

(f) LIMITATION

You agree that regardless of any statute or law to the contrary, any Claim arising out of or related to use of the Site and/or the Services or these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(g) NO WAIVER

Altruvest will not be considered to have waived any of its rights or remedies described in these TOS unless the waiver is in writing and signed by Altruvest. No delay or omission by Altruvest in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Altruvest's failure to enforce the strict performance of any provision of these TOS herein will not constitute a waiver of Altruvest's right to subsequently enforce such provision or any other provisions of these TOS.

(h) HEADINGS

The headings used in these TOS are included for convenience only and have no legal or contractual effect.