



## User Agreement for the Nature Trust of New Brunswick's Website and Social Media

The terms and conditions outlined in the following User Agreement governs website users (user) use of the Nature Trust's website including all pages within the website and Social Media (SM) accounts, including Facebook, Instagram, YouTube and Twitter. When the user accesses our site or SM accounts, the user automatically agrees and accept all terms and conditions. If the user has any objection to any of the information stated below, they must not use the Nature Trust of New Brunswick's website or subscribe to Nature Trust's SM accounts.

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The Nature Trust of New Brunswick (Nature Trust) either owns the intellectual property rights in the underlying HTML, text, audio clips, video clips and other content that is made available to the user on our website and SM accounts or has obtained the permission of the owner of the intellectual property in such content to use the content on our website, and all such rights are reserved.

### Limited License

Users are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on the Nature Trust website and SM accounts, printing, downloading and using the underlying HTML, text, audio clips, video clips and other content that is made available to the user, provided that the user follow the below statements:

- As a member of the general public the user may use material contained on our website and SM accounts for the users personal, non-commercial use only, provided the user doesn't modify or misrepresent any such content, and the user doesn't change any copyright, trademark, or other proprietary notices.
- As a member of the media the user may use material contained on our website and SM accounts for press releases, media advisories, photos, and other collateral information provided for the users use, provided the user also doesn't modify or misrepresent any such content, and the user doesn't delete or change any copyright, trademark, or other proprietary notices, and that the user adheres to good business practices regarding the use and reproduction of such material.

No other use is permitted.

The user agrees not to re-use material from [www.naturetrust.nb.ca](http://www.naturetrust.nb.ca) or the Nature Trust's SM accounts. In particular, the user agrees not to copy, distribute, republish, upload, post, or transmit anything unless the user gets our written consent first.

If the user modifies the materials or uses them for any other purpose than stated above, they will be in violation of the Nature Trust's intellectual-property rights.

## User Agreement for the Nature Trust of New Brunswick's Website and Social Media

The Nature Trust retains full and complete title to the software on [www.naturetrust.nb.ca](http://www.naturetrust.nb.ca) and to all of the associated intellectual-property rights. The redistribution or selling of the material — or to reverse-engineer, disassemble or otherwise convert it to any other form that people can use is restricted. Normal exceptions regarding the reproduction and redistribution of media material would apply.

### **Policies**

By agreeing to this agreement, the user also agrees to the content within the following Nature Trust policies (hyperlinked):

- **Privacy Policy:** outlines Nature Trust's objectives and policies regarding the protection of personal information to ensure transparency and accountability.
- **Code of Conduct Policy:** outlines the Nature Trust's objectives and policies regarding the proper behaviour and attitude when dealing with Nature Trust business- including accountability, conflict of interests, confidentiality, and harassment.

### **Conditions/Restrictions:**

- These Terms and Conditions, and the agreement they create, shall be governed by and interpreted according to the laws of Canada.
- If any provision of this agreement is unlawful, void or unenforceable, it will not affect the validity and enforceability of any remaining provisions.
- Nature Trust may modify these Terms and Conditions, and the agreement they create, at any time, simply by updating this posting and without public notice.

### **Links**

The Nature Trust provides access to other World Wide Web sites from our website or SM accounts. However, we do not endorse or approve any products or information offered at sites the user reaches. By checking the Uniform Resource Locator (URL) address provided in the WWW browser the user can see if it is still in the Nature Trust site, SM account site or another site. See our Website and Social Media Content Policy for more information.

### **Restrictions**

The following actions are restricted from users:

- Selling, sublicensing, and/or otherwise commercializing any website or SM account material;
- Using the website or SM accounts to engage in any advertising or marketing that does not comply with the Nature Trust's user agreements;
- Using the website in any way that is, or may be, damaging to the website;
- Using the website in any way that impact user access to the website;
- Using the website or SM accounts contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Nature Trust, the website or SM accounts, or to any person or business entity;
- Engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to our website, or while using this website.

### **Limitations on Liability**

In no event shall Nature Trust, nor any of its officers, board members and employees, be liable for anything arising out of or in any way connected with the users use of or performance of information available on the website or SM accounts, including special, indirect, or consequential damages.

These include (but are not limited to) damages or injury caused by any:

- Use of (or inability to use) the sites
- Failure of Performance
- Omission
- Defect
- Use of (or inability to use) any site to which the user hyperlinks from our sites
- Virus
- Error
- Interruption
- Delay in Operation or Transmission
- Line Failure
- Manipulation or scam tactics

We are not liable for any damages, including:

- Damages intended to compensate someone directly for a loss or injury;
- Damages reasonable expected to result from a loss or injury ('consequential damages');
- Other miscellaneous damages and expenses resulting from a loss or injury ('incidental damages').

Furthermore, we are not liable even if we've been negligent or if our authorized representative has been advised of the possibility of such damages—or both.

### **Social Media Content**

We welcome feedback and encourage respectful discussion and debate with the understanding that all posts and comments are to be courteous and not cause offense. Please be advised that we reserve the right to hide and/or delete posts that contain hate speech or are vulgar in nature.

We encourage you to keep your post as close to the subject as possible and to refrain from posting unsolicited advertisements that are not relevant to the intended use of this page. We reserve the right to hide and/or delete posts that are irrelevant, repetitive, offensive, off topic or deemed to be spam or trolling. By posting on this page, you agree to these terms and conditions.

### **Website Conditions**

#### **Website Submissions**

The Nature Trust website has options to reach out to staff for more information on programs and events and will allow users to send us creative ideas, suggestions or materials that we have

not specifically requested. However, by sending us any unsolicited submissions mentioned above, the user agrees that:

- The Nature Trust does not need to treat the submissions as confidential (other than the information we promise to protect under the Privacy Policy);
- The user cannot sue the Nature Trust for using the ideas the user submits (including, but not limited to, product or advertising ideas);
- Any submitted materials, or anything similar in content, may be used by the Nature Trust for any purpose without any compensation to the user or anyone else for them;
- They will not assert any ownership right of any kind in the submission (including, but not limited to copyright, trade mark, unfair competition, moral rights or implied contract);
- They waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, credit;
- The Nature Trust will have exclusive ownership of all present and future rights to submission of every kind.

### **No warranties**

The Nature Trust website is provided 'as is' with all faults, without warranty or conditions of any kind. The Nature Trust does not warrant the quality, accuracy or completeness of any claims, statements or information on our website. Furthermore, The Nature Trust makes no representations about the suitability of any of the information contained on this website for any purpose and nothing contained on this website shall be construed as providing consult or advice. This website may include inaccuracies or typographical errors.

This disclaimer includes (but is not limited to) warranties:

- That the material is of any particular level of quality or fit for a particular purpose.
- That the functional elements contained in the materials will be uninterrupted or error-free.
- That defects will be corrected.
- That our sites or the servers that make them available are free of viruses or other harmful components.

In addition to the above, the user (and not Nature Trust) assume the entire cost of all necessary servicing, repair, or correction.

### **Governing Laws & Jurisdiction**

Unless otherwise specified, the materials in our site are presented to provide information about the Nature Trust and its programs. Our jurisdiction is within Canada, and if the user uses our site from locations outside Canada, we are not responsible for any non-compliance regarding applicable local laws.

### **Indemnification**

## User Agreement for the Nature Trust of New Brunswick's Website and Social Media

The user will hold harmless the Nature Trust from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to the users breach of any of the terms outlined in this User Agreement.

### **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability of invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

### **Variation of Terms**

Nature Trust is permitted to revise these terms at any time as it sees fit, and by using the website and SM accounts the user are expected to review such Terms on a regular basis to ensure they understand all terms and conditions governing use of this website.

### **Assignment**

Nature Trust shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these terms without any notification or consent required. However, the user shall not be permitted to assign, transfer, or subcontract any of the user's rights and/or obligations under these Terms.

### **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this website, constitute the entire agreement between the Nature Trust and the user in relation to the users use of this website and SM accounts, and supersede all prior agreement and understandings with respect to the same.

### **Termination of this agreement**

This agreement is effective until terminated by either party. The user may terminate this agreement at any time, by destroying all materials obtained from all Nature Trust sites, along with all related documentation and all copies and installations.

Nature Trust may terminate this agreement at any time and without notice to the user if, in its sole judgement, the user breaches any term or condition of this agreement. Upon termination, the user must destroy all materials.

In addition, by providing material on the website and SM accounts, the Nature Trust does not in any way promise that the materials will remain available to the user. The Nature Trust is entitled to terminate all or part of any of its websites or SM accounts at any time, without notice to any website user.

Information in this Policy was written in reference to the Nature Conservancy of Canada's Privacy Policy.
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