



UWSA

THE UNIVERSITY OF WINNIPEG
STUDENTS' ASSOCIATION

UWSA Discord Server Terms and Conditions

January 16, 2022



UWSA Discord Terms and Conditions

This document states the Terms and Conditions (“**Terms**”) which apply to your use of the University of Winnipeg Students Association (“**UWSA**”) Discord Server (the “**Server**”). Please read these Terms carefully. By joining the Server, you have agreed to these Terms.

The Server is a space on Discord, made available through the Windows, macOS, Android, iOS, iPadOS, Linux Discord applications and web browsers. The UWSA has made this community a positive and safe space for University of Winnipeg students. To ensure that only University of Winnipeg students access the Server, we ask you not to share your link to Server with anybody.

By using the Server you agree to comply with the Positive Space Policy and Privacy Policy and any other applicable University of Winnipeg Policies (the “**Policies**”). The UWSA is committed to protecting personal information provided in the course of the services it provides and the operation of the organization, including with respect to your use of the Server. How we deal with your private information is governed by our Privacy Policy.

You also agree to comply with Discord’s Community Guidelines, Terms of Service, and Privacy Policy.

THIS IS A LEGAL AGREEMENT. IT IS IMPORTANT THAT YOU READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MUST DISCONTINUE YOUR USE OF THE SERVER.

By using the Server, you may experience or be directed to content that originates from neither the UWSA nor Discord (“**Third Parties**”). Third Parties may have their own, possibly different, terms or policies. We encourage you to read any applicable terms or policies. Because UWSA has no control over Third Parties, you acknowledge that the UWSA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advice, advertising, products, or other materials available on or through any such Third Party.

Please note that your use of the Server constitutes your agreement to follow and be bound by these Terms. If you do not agree to these Terms, please do not use the Server. UWSA may revise the Terms at any time, at its sole discretion, by posting an amended set of Terms on the UWSA’s Policies page, the Server, our Survey Monkey sign-up form or by otherwise making the amended Terms available to you. Any changes that UWSA makes to these Terms will be effective immediately upon posting.

Permitted and Prohibited Uses. As a condition of your use of the Server, you warrant to UWSA that you will not use the Server for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Server in any manner that could damage, disable, overburden, or impair the Server or interfere with any other party's use

and enjoyment of the Server. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Server. Furthermore you agree not to use the Server to: (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, pornographic, offensive or generally considered "not safe for work", such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, gender identity, age, disability, religious or political beliefs, other statutorily protected status; (2) impersonate any person or entity, including, but not limited to, anyone affiliated with UWSA, or falsely state or otherwise misrepresent your affiliation with a person or entity; (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Server; (4) "stalk" or otherwise harass another; (5) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure terms); (6) use any information received through the Server to attempt to identify other students or to contact other students; (7) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of UWSA or any other party; (8) harm minors in any way; (9) advertise or offer to sell or buy any goods for any business purpose, unless UWSA specifically allows such messages; (10) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, including, spamming channels and other users (for example, repeatedly sending the same photo in a short span of time); (11) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (12) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Server, unless explicitly permitted by UWSA; (13) attempt to or actually override any security component of the Server or UWSA's network; (14) interfere with or disrupt the Server or networks connected to the Server, or disobey any requirements, procedures, policies, or regulations of networks connected to the Server; (15) violate these Terms, any code of conduct or other guidelines which may be applicable for any particular area of the Server have been communicated to you by anyone affiliated with UWSA; or (16) intentionally or unintentionally violate any applicable law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for (and that UWSA has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which UWSA may suffer) of any such breach. In case of breach UWSA has the right to refuse any and all current or future use of the Server (or any portion thereof) including, without limitation, banning you from the Server, and you will defend and indemnify UWSA and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

If you violate these Terms and/or UWSA has a reasonable ground to suspect that you have violated these Terms, UWSA has the right to and refuse any and all current or future use of the Server (or any portion thereof) including, banning you from the Server. **All concerns brought to the UWSA will be taken seriously.** We will contact you by private message if we have concerns regarding your conduct.

UWSA's basic principle is that you be **respectful and kind**. UWSA requires that members of the Server be respectful and considerate to all other members. People of all genders, abilities, ages, cultures and sexualities should feel welcome to participate. Therefore, any form of discrimination is not acceptable. Physical or verbal behaviour that is demeaning, aggressive, or hostile will not be tolerated by the Server's administrators and moderators.

UWSA encourages you to use your discretion with your words and be mindful of using triggering language. Although controversial and sensitive topics, such as gender, sexuality, politics, race, etc., are permissible, we ask that you use discretion with your words and refrain from using language that could be deemed triggering or upsetting to others. Please remember that the members of the Server come from all areas of life and have different lived experiences. If you are unsure as to whether something is permissible, please contact the UWSA at: communications@theuwsa.ca

Termination. UWSA may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of the Terms (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms); (2) UWSA is required to do so by law (for example, where the use of the Server by you is, or becomes, unlawful); or (3) the provision of the Server to you by UWSA is, in UWSA's opinion, no longer viable for any reason whatsoever in UWSA's sole discretion. Finally, UWSA may, in its sole discretion, restrict access to the Server for any reason.

User Representations and Covenants. By accessing and using the Server:

You acknowledge that UWSA takes no responsibility for any information that you produce or share in connection with the use of its Server.

You acknowledge that you are solely responsible for all activity that occurs in association with your use of the Server and that UWSA is not responsible for any breach of your obligations under this Terms and the consequences of any such breach.

Administration and Moderation. The UWSA Communications Team will be the Server administrators. The UWSA Board of Directors and Executives will be appointed moderators for the Server. The administrators and moderators of the Server will try to regularly review the Server to ensure compliance with these Terms but will be unable to monitor all content at all times and can offer no assurances as to what your experience with the Server will be like. You acknowledge and agree that UWSA is not responsible for any content that you experience or are subjected to as a result of your use of the Server. You acknowledge and agree that you may experience content that is in violation of these

Terms. If you do experience any content that is in violation of these Terms, please contact us at:

communications@theuwsa.ca

Or fill out a form with Discord directly at Discord's submit a request page.

DISCLAIMER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVER IS AT YOUR SOLE RISK. THE SERVER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS STATED OTHERWISE HEREIN, UWSA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND. (2) UWSA MAKES NO WARRANTY THAT (a) THE SERVER WILL MEET YOUR REQUIREMENTS; (b) THE SERVER WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVER IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UWSA OR THROUGH OR FROM THE SERVER SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. UWSA DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVER AND, THEREFORE, UWSA SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVER.

LIMITATION OF LIABILITY. WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT UWSA SHALL NOT BE LIABLE 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 UWSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVER; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVER; (c) UNAUTHORIZED ACCESS TO, USE OF, ALTERATION OF OR DESTRUCTION OF YOUR TRANSMISSIONS OR DATA; OR (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVER.

IN ANY EVENT, THE TOTAL LIABILITY OF UWSA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ADVISORS, TO YOU ARISING OUT OF ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING NEGLIGENCE) SHALL BE THE TOTAL AMOUNTS PAID TO UWSA BY YOU.

Release. The Server is only for informational purposes. In the event that you have a dispute arising from the use of the Server, you release UWSA, its affiliates and Third Parties (and their respective officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Indemnification. You agree to indemnify, defend, and hold harmless UWSA, its officers, directors, employees, agents, affiliates, licensors, Third Parties, and suppliers from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from (a) any violation of these Terms, (b) any allegation that any information or material submitted by you to UWSA violates any intellectual property, proprietary, contract, or other right of any third party, or (c) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Server using your account.

Linking. You may be able to access links to websites and resources on the Internet through the Server. Because UWSA has no control over such sites and resources, you acknowledge and agree that UWSA is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advice, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that UWSA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advice, advertising, products, or other materials available on or through any such hyperlinked site or resource.

Entire Terms. This Terms as well as the Policies shall constitute the entire agreement of the parties in relation to the use of the Server, and these Terms supersedes any other agreement between the parties with respect to the Server.

Severability. If any term or condition of the Terms should be determined to be illegal, invalid or otherwise unenforceable, then to the extent such term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

Amendments and Waivers. No amendment or waiver of any provision of the Terms shall be binding on either party unless consented to in writing by such party. No waiver of any provision of the Terms shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

Force Majeure. UWSA shall not be liable for any breach of these Terms by it to the extent that such breach arises from any act of God, war, national emergency, act of terrorism, riot, civil commotion, fire, explosion, flood, storm, epidemic, power outage, fuel shortage or any other similar cause beyond the reasonable control of UWSA.

Applicable Law. The Terms shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Manitoba and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

Language. The parties hereto have expressly requested that this Terms and all related documents be drafted in English. Les parties aux présentes ont expressément requis que les présentes et tout document y affèrent soient rédigés en langue anglaise.

Survival. All terms of this agreement, which by their nature are intended to survive termination of this Terms, including without limitation, sections entitled “**Permitted and Prohibited Uses**”, “**Limitation of Liability**”, “**User Representations and Covenants**”, and “**No Advice or Endorsement**”, shall so survive termination.