

Submission of Content to OCASI:

Terms and Conditions

OCASI – Ontario Council of Agencies Serving Immigrants (referred to in what follows as “**OCASI**”, “**us**”, “**we**” or “**our**”) has established, and maintains, this Website (defined below) as a way for us to receive from persons content (“**Content**”, as more particularly defined below) which we may use in connection with our activities and the products and services we provide.

This Content Submission Terms and Conditions (referred to as the **Terms**) is between OCASI and the person (referred to as “**you**” or “**your**”) who wishes to submit the Content to OCASI through the Website.

By submitting your Content to us:

- a. you confirm to us that you have read these Terms completely and understand them; and
 - b. you agree to each and all of the terms and conditions contained in these Terms, and that these Terms will be a legally binding license agreement between you and us in which you provide us, and our Authorized Parties (defined below), a license to your Content.
1. **Definitions** – In these Terms the following words and phrases will have the meanings described below:
1. **Affiliates** refers to OCASI’s affiliated organizations, including, without limitation, OCASI member agencies and other non-profit and charitable agencies with which OCASI has established working relationships , and includes their respective employees, officers and directors.
 2. **Authorized Parties** has the meaning given in section 5 of these Terms below
 3. **Content** refers to any writing, artwork, illustration, photograph, video recordings, vocal or sound recording, vector graphic, computer graphic, or template, or any combination of the foregoing, as well as any accompanying documentation, description, credits, captions to the original work, and all derivative works, adaptations, or variations of the foregoing.
 4. **License Rights** has the meaning given in section 4 of these Terms below.
 5. **Users** means the persons, including any one of them, who subscribe to our services or are members of OCASI or users or followers of our Website and our social media channels.
 6. **Website** refers to any application, platform, or website owned, managed, or created by OCASI, including, but not limited to, www.ocasi.org, and includes social media platforms of OCASI.

2. Conditions and Other Provisions Applicable to Your Content – You agree that the following terms and conditions will apply to the Content and your submission of it to us:
1. You must be at least 18 years or the age of majority in your jurisdiction of residence (whichever is greater) to submit Content to us, which you confirm is the case.
 2. By submitting Content to us, you represent and warrant that you alone own or control all rights, title and interest in and to the Content, including all copyright, trademark, rights of privacy, portrait rights, rights of publicity, moral rights and other intellectual property rights, or that you have obtained all necessary rights and licenses from all right holders to grant to us the licenses set out below in these Terms. If we ask you in writing to do so, you agree to provide us with any written legal releases or licenses for such material in your Content from the relevant third party rights holders, in a form satisfactory to us.
 3. If the Content includes or is based upon or contains the image or likeness of a recognizable person or a recognizable place, building, or other property, then, by submitting the Content, you represent and warrant to us that you have obtained the permission of the recognizable person(s) or the owner(s) of the property to use the image or likeness the Content and to grant to us the licenses set out below in these Terms. If we ask you in writing to do so, you agree to provide us with any written legal releases or licenses for such material in your Content from the relevant person or property owner, as the case may be, in a form satisfactory to us.
 4. The Content must not include, and you represent and warrant to us that the Content does not include, material that:
 1. violates or infringes any rights of any other party, including, but not limited to copyright, trademark, privacy, portrait rights, rights of publicity, moral rights, or any other intellectual property rights or civil rights;
 2. can be considered offensive, abusive, illegal, pornographic, threatening, or obscene;
 3. can be considered misleading, slanderous, libelous, illegal, or defamatory;
 4. promotes or commits an illegal act of any kind, includes the personal data of third parties, solicits personal data of any users of the Content or other third parties, or is fraudulent or deceptive; or
 5. infringes or violates any applicable laws, rules, or regulations.

Ownership of the Content and Enforcement of Rights -- You retain all right, title, and interest, including the copyright and other intellectual property rights to your Content, subject to the License Rights. We may, but are not obligated to, to enforce your intellectual property rights in the Content against infringers of those rights.

OCASI - Ontario Council of Agencies Serving Immigrants

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License – You grant to OCASI a worldwide, non-exclusive, irrevocable, transferable, royalty-free right and license to use, reproduce, prepare derivative works of, copy, adapt, modify, distribute, reference, store, cache, license, sell, rent out, transfer, translate, publicly display, publicly perform, transmit, stream, broadcast, and otherwise use the Content, through any medium, in any media, method or technology, in whole or in part, for the legal term of protection of copyright, including future legal extensions of such term, for non-commercial and commercial purposes, including, but not limited to the development, marketing, promoting, and advertising of OCASI’s services, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of OCASI. You also grant to OCASI a worldwide, non-exclusive right, but not the obligation, to use your name in connection with our license to the Content under these Terms, which license shall be included in the definition of “License Rights”.

Sublicense Rights – You also grant to OCASI a worldwide, non-exclusive, irrevocable, transferable, fully paid-up, royalty-free right to sublicense to Affiliates and Users (together, **Authorized Parties**) any of the License Rights applying to the Content in order to use the Content in association with the development, promotion, marketing, sale, advertisement, and other related activities of OCASI or such Authorized Parties’ products or services.

Moral Rights

. You waive your moral rights in the Content, to the extent these can be waived in the jurisdiction that applies to you or the Content or both.

a. To the extent not covered by the waiver of moral rights or if such waiver is not permitted by the law of the jurisdiction that applies to the Content or to you (or both), you agree to allow us and Authorized Parties to determine, in each party’s reasonable discretion, whether the Content will be used anonymously or with indication of your name or pseudonym.

b. In addition, you also accept and agree that you will not consider any use of the Content by us or Authorized Parties, including any non-use of the Content, as damaging your reputation or any changes that may be made to the Content as detrimentally deforming the Content where any such use (or non-use) occurs in accordance with the requirements of these Terms and do not violate your legitimate interests.

c. If you believe the Content has been misused, you agree to notify us and take no action without our prior written consent.

d. You agree that any metadata associated with the Content may be altered, removed or added to without any liability to us or Authorized Parties.

No Liability Disclaimer

. By accepting the submission from you of the Content, we are not guaranteeing or promising that any such Content will be used by us or any Authorized Parties. No copies of the submitted Content will be returned to you. We are not liable for any alleged misuse or non-use of the Content, including by us or any Authorized Parties.

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Indemnity

If you breach any one or more of the terms and provisions of these Terms, then you will indemnify us and the Authorized Parties, at your sole expense, from any claim, demand, loss, damages (including reasonable legal fees) (collectively, a **Claim**) arising out of or in relation to the Content or your violation of these Terms.

- a. If there is a Claim made against us or any of the Authorized Parties for which you are obligated to indemnify, we will be permitted to defend against such Claim and to control the defense of the Claim subject to indemnification by you with counsel of our own choosing.
- b. The indemnification set out in this section does not extend to any Claim arising out of a modification by us or an Authorized Party to the Content to the extent that such Claim would not have arisen had such modifications not been made, or the use of the Content other than as permitted under these Terms.

Your Privacy – Our collection, use and disclosure of any personal information which you provide to us in conjunction with your submission of the Content will be limited to the purpose of the agreement under these Terms.

Electronic Communications with You -- You agree and give your express consent that we may contact you via email or other means of electronic communication with you regarding the Content and other matters related to the purpose of the agreement under these Terms.

Updating these Terms – We reserve the right to change these Terms at any time, in our sole discretion. Changes to these Terms will be noted in the “Last Updated” notation at the bottom of these Terms. We encourage you to review these Terms from time to time.

Governing Law and Venue – You agree that these Terms and the relationship between you and us shall be governed by the laws of the Province of Ontario, excluding its conflicts of law provisions, and the laws of Canada applicable in Ontario. You and OCASI irrevocably agree to submit to the personal and exclusive jurisdiction of the courts of the Province of Ontario to resolve any dispute or claim arising from these Terms.

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