

Artspiration Foundation — Terms of Use

Effective Date: July 14th 2026

These Terms of Use explain the rules that apply when you use the Artspiration Foundation website, register for events or programs, volunteer, submit content, engage as a sponsor, provide programs, or otherwise interact with Artspiration Foundation online.

Artspiration Foundation is a not-for-profit organization that supports girls ages 8–18 by helping them build confidence, explore career pathways, develop life skills, and strengthen communication with parents and caregivers through initiatives such as the Just Me Conference and the Career Pathways Cohort. Artspiration Foundation's mission is to provide inclusive, supportive spaces where girls can explore their passions, build confidence, and develop skills in areas such as creativity, wellness, financial literacy, and career readiness.

By using the website or registering for an event, program, sponsor engagement, or volunteer opportunity, you agree to these Terms. If you are a Minor, your Parent or Legal Guardian must review and accept these Terms on your behalf, and Artspiration Foundation may require written or verifiable parental consent before permitting your participation. Certain additional terms may apply to use by Minors.

1. About These Terms

1.1 Who we are. These Terms apply to the website, events, programs, volunteer opportunities, online forms, content, and related services offered by **Artspiration Foundation**.

1.2 Organization details. Artspiration Foundation is a not-for-profit corporation incorporated and operating in Ontario, Canada.

1.3 Privacy Policy. The Privacy Policy forms part of these Terms and explains how Artspiration Foundation collects, uses, discloses, protects, and manages personal information.

1.4 Changes to these Terms. Artspiration Foundation may update these Terms from time to time. The updated version will be posted on the website with a new "Last Updated" date. Your continued use of the website after the updated Terms take effect means you accept the updated Terms.

2. Key Definitions

In these Terms:

1. **"Artspiration," "we," "us," or "our"** means Artspiration Foundation.
2. **"Website"** means Artspiration Foundation's website and any related webpages, forms, registration pages, online resources, or digital services operated by or on behalf of Artspiration Foundation.
3. **"User," "you," or "your"** means any person who accesses the website, registers for an event or program, applies to volunteer, submits content, or otherwise interacts with Artspiration Foundation online.
4. **"Participant"** means a person who attends, registers for, or participates in an Artspiration Foundation event, program, workshop, cohort, conference, or related activity.
5. **"Minor"** means a person under the age of 18, or under the age of majority in their province or territory of residence, whichever is greater.
6. **"Parent or Legal Guardian"** means a person with legal authority to consent on behalf of a Minor.
7. **"User Content"** means content, materials, information, photographs, videos, stories, testimonials, comments, feedback, or other submissions that a User provides to Artspiration Foundation through the website or related services.
8. **"Services"** means the website, online content, event registration, program registration, volunteer applications, communications, and other activities made available by Artspiration Foundation.
9. **"Sponsor"** means a corporate entity, organization, or individual that provides financial support, in-kind contributions, or other resources to Artspiration Foundation pursuant to a sponsorship arrangement.
10. **"Program Provider"** means a third-party individual, organization, or entity that delivers programs, workshops, sessions, or activities in partnership with or on behalf of Artspiration Foundation.
11. **"Government Grant Provider"** means any federal, provincial, territorial, or municipal government entity, agency, department, or grant-making body that provides funding or grants to Artspiration Foundation.
12. **"Volunteer"** means an individual who provides services to Artspiration Foundation on a voluntary basis without expectation of compensation, other than expense reimbursement where applicable.

3. Eligibility, Age Requirements, and Minors

3.1 General use. You may use the website only if you can legally agree to these Terms or, where required, have permission from a Parent or Legal Guardian.

3.2 Users under the age of majority. If you are a Minor, you must have verifiable permission from your Parent or Legal Guardian before registering for events, programs, volunteer opportunities, submitting information through the website, or otherwise engaging with Artspiration Foundation online. Artspiration Foundation may require written parental or guardian consent for certain activities involving Minors.

3.3 Parent or guardian responsibility. If you are a Parent or Legal Guardian and you allow a Minor to use the website, register for events, or participate in volunteering opportunities, you are responsible for the Minor's participation and compliance with these Terms.

3.4 Safety and suitability. Artspiration Foundation may decline, suspend, or remove a Minor from programming where safety, suitability, safeguarding, behavioural, eligibility, or operational concerns arise.

3.5 Age-appropriate protections. Artspiration Foundation implements age-appropriate protections for Minors, including limiting the collection of personal information from children, requiring parental consent for media use, and providing safeguarding measures during programs and events. For children under 13 years of age, Artspiration Foundation will obtain verifiable parental or guardian consent before collecting, using, or disclosing their personal information, in accordance with applicable privacy law and guidance from the Office of the Privacy Commissioner of Canada. Minors should not share personal contact information, location data, or other sensitive information through the website without parental supervision.

3.6 Minor volunteers. Minors who wish to volunteer with Artspiration Foundation must have written consent from a Parent or Legal Guardian. Volunteer roles available to Minors may be subject to additional restrictions, supervision requirements, and safeguarding measures appropriate to the Minor's age and the nature of the volunteer activity.

4. Not-for-Profit Status and Authority to Act

4.1 Not-for-profit organization. Artspiration Foundation operates as a not-for-profit corporation incorporated under the Canada Not-for-profit Corporations Act. As a not-for-profit organization, Artspiration Foundation's activities are directed toward its educational and community-building mission rather than generating profits for distribution to members or shareholders. Artspiration Foundation may solicit, receive, and manage grants, gifts, sponsorships, and other contributions to further its not-for-profit purposes.

4.2 No unauthorized representation. No User, volunteer, partner, sponsor, fundraiser, or third party may state or imply that they represent, speak for, bind, endorse on behalf of, or act for Artspiration Foundation unless Artspiration Foundation has expressly authorized them in writing.

4.3 No unauthorized fundraising. You may not use Artspiration Foundation's name, logo, content, brand assets, program names, or reputation to solicit donations, sell goods, host campaigns, run fundraising activities, or collect funds unless Artspiration Foundation has given prior written authorization.

4.4 Limitations inherent to not-for-profit status. Users acknowledge that Artspiration Foundation operates with limited resources, relies on grants, donations, and sponsorships, and depends on Volunteers. Services, programs, and events may be modified, postponed, or cancelled based on funding availability, Volunteer capacity, or other operational constraints. Artspiration Foundation's ability to provide refunds, compensation, or remedies may be limited by its not-for-profit status and available resources, except where a refund, compensation, or remedy is required under the Ontario Consumer Protection Act, 2002 or other applicable law.

5. Permitted Website Use

5.1 You may use the website for lawful, personal, informational, educational, event-related, program-related, volunteer-related, and other authorized purposes.

5.2 You must use the website in a respectful, safe, and lawful manner.

5.3 You must provide accurate, current, and complete information when registering for events, applying to volunteer, signing up for communications, or submitting forms.

5.4 You are responsible for ensuring that any information you submit does not violate the rights of any person, including privacy, intellectual property, confidentiality, publicity, and other legal rights.

6. Prohibited Conduct

You must not:

1. Use the website for unlawful, misleading, fraudulent, harmful, harassing, discriminatory, defamatory, or abusive purposes.
2. Impersonate another person or misrepresent your identity, age, authority, affiliation, or eligibility.
3. Register fraudulently for events, programs, newsletters, volunteer roles, or services.
4. Attempt to gain unauthorized access to the website, systems, accounts, databases, registration information, event records, volunteer information, or security features.
5. Interfere with, disrupt, damage, overload, reverse engineer, or compromise the website or related systems.

6. Use bots, scraping, crawling, harvesting, bulk downloading, automated extraction, text and data mining, dataset creation, AI training, or similar automated methods to access or use website content, event data, volunteer information, or other materials.
7. Upload or submit content that is defamatory, discriminatory, harassing, hateful, obscene, violent, infringing, misleading, fraudulent, unlawful, or invasive of another person's privacy.
8. Use Artspiration Foundation content, logos, materials, or names in connection with unlawful, defamatory, discriminatory, hateful, fraudulent, misleading, or harmful content.
9. Use the website or Artspiration Foundation materials for commercial exploitation without written permission.
10. Remove, obscure, or alter copyright notices, attribution statements, disclaimers, logos, trademarks, or source references.

7. Events, Programs, and Registration

- 7.1 Registration.** Users must register for events and programs through the process stated by Artspiration Foundation. Online registration does not guarantee acceptance, participation, benefits, insurance coverage, eligibility, or availability.
- 7.2 Program focus.** Artspiration Foundation's programs are designed to support girls ages 8–18 through confidence-building, career exploration, communication, creativity, wellness, financial literacy, and career readiness activities.
- 7.3 Eligibility.** Artspiration Foundation may set eligibility criteria for specific events, programs, cohorts, volunteer roles, scholarships, subsidized places, or other opportunities.
- 7.4 No guaranteed outcome.** Participation in an event, program, cohort, workshop, conference, volunteer opportunity, or other activity does not guarantee any educational, personal, career, financial, health, professional, volunteer, funding, or other outcome.
- 7.5 Changes to events.** Event descriptions, schedules, speakers, venues, availability, pricing, and formats may change.
- 7.6 Postponements and cancellations.** Artspiration Foundation may postpone, reschedule, modify, or cancel events or programs at its discretion, including for safety, operational, funding, venue, speaker, registration, weather, public health, or other reasons.
- 7.7 Refunds and cancellations.** Refunds, cancellations, substitutions, postponements, and event changes are governed by the refund and cancellation terms stated at the point of purchase or registration.
- 7.8 Refund method.** Where a refund is available, it will be processed using the original payment method where reasonably possible, subject to payment processor rules, administrative requirements, and timelines communicated at the time of purchase.
- 7.9 Event tickets.** Unless stated otherwise, event tickets are sold in Canadian dollars and include applicable sales taxes, if any.
- 7.10 Assumption of risk.** Artspiration Foundation works to provide safe and reliable events and programs, but Participants acknowledge and assume the ordinary risks associated with attending events, participating in programs, volunteering, travelling to venues, using third-party facilities, and interacting with other Participants. This acknowledgement does not waive Artspiration Foundation's duty of care or limit liability for risks arising from Artspiration Foundation's gross negligence or wilful misconduct, or as otherwise prohibited by applicable law.
- 7.11 Code of conduct.** Participants must comply with any event rules, program rules, Volunteer rules, safeguarding requirements, safety instructions, and codes of conduct provided by Artspiration Foundation.
- 7.12 Removal from events or programs.** Artspiration Foundation may refuse admission, remove a participant, suspend participation, or cancel registration where it reasonably believes this is necessary for safety, safeguarding, eligibility, misconduct, disruption, capacity, legal compliance, or operational reasons.

8. Volunteering

- 8.1 Volunteer applications.** Users who wish to volunteer must submit a volunteer application through the process provided by Artspiration Foundation.
- 8.2 Eligibility.** Volunteer eligibility criteria may vary by role, age, availability, training, experience, background checks, safeguarding requirements, event needs, or other criteria stated by Artspiration Foundation.
- 8.3 No employment relationship.** Volunteering with Artspiration Foundation does not create an employment relationship, contractor relationship, agency relationship, partnership, or joint venture.
- 8.4 Volunteer conduct.** Volunteers must comply with all applicable Volunteer terms, codes of conduct, safeguarding rules, confidentiality requirements, privacy obligations, health and safety directions, and instructions from Artspiration Foundation.
- 8.5 Screening.** Artspiration Foundation may require interviews, references, background checks, police record checks, vulnerable sector checks, training, certifications, or other screening steps for certain volunteer roles.
- 8.6 No guarantee of placement.** Submitting a volunteer application does not guarantee acceptance, placement, hours, references, benefits, reimbursement, or future opportunities.

8.7 Volunteer content submissions. Volunteers who submit content, materials, photographs, or other information through the website or during Volunteer activities grant Artspiration Foundation the same licence rights described in Section 13 (User Content). Volunteers must ensure that any content they submit complies with these Terms and does not infringe the rights of any third party.

8.8 Volunteer liability limitations. Volunteers understand that their participation is at their own risk. To the fullest extent permitted by law, Artspiration Foundation is not liable for personal injury, property damage, or other losses incurred by Volunteers during Volunteer activities, except where caused by Artspiration Foundation's gross negligence or wilful misconduct. Volunteers are encouraged to maintain their own personal insurance coverage.

8.9 Volunteer conduct standards. Volunteers must conduct themselves professionally, honestly, and ethically at all times. Volunteers must comply with Artspiration Foundation's code of conduct, safeguarding policies, and any specific guidelines provided for their Volunteer role. Volunteers must immediately report any concerns regarding the safety or wellbeing of program Participants, especially Minors, to Artspiration Foundation staff.

9. Privacy and Personal Information

9.1 Privacy Policy. Artspiration Foundation's Privacy Policy explains how personal information is collected, used, disclosed, retained, protected, and accessed, including Artspiration Foundation's practices regarding notification of privacy breaches in accordance with applicable law. You should review it before submitting personal information through the website.

9.2 Minors. If personal information about a Minor is submitted, the Parent or Legal Guardian is responsible for ensuring that the submission is authorized and accurate.

9.3 Event and program information. Artspiration Foundation may collect information needed to administer events, programs, volunteer opportunities, safeguarding processes, accessibility accommodations, emergency contact procedures, communications, payment processing, and legal compliance.

9.4 Retention. Artspiration Foundation may retain records as required for legal, governance, funding, financial, audit, program, safeguarding, and operational purposes. Artspiration Foundation's governance records include accounting records, member records, director and officer registers, minutes, resolutions, and other corporate records.

9.5 Grant-related records. Grant-related financial and program records may be retained for at least seven years after the later of the end of the relevant fiscal year or the end of the funding agreement term, or such longer period as may be required by a funder, the Income Tax Act (Canada), or other applicable law.

10. Electronic Communications and CASL Compliance

10.1 Consent to communications. By providing your email address, telephone number, or other electronic contact information through the website, event registration, volunteer registration, newsletter sign-up, or another form, you consent to receive the communications clearly described at the point of collection and related transactional or administrative communications. Artspiration Foundation will maintain records of consent obtained as required by Canada's Anti-Spam Legislation.

10.2 Types of communications. Artspiration Foundation may send newsletters, event notices, program updates, volunteer communications, administrative messages, safety notices, policy updates, legal notices, and other related messages in accordance with Canada's Anti-Spam Legislation and other applicable laws.

10.3 Commercial electronic messages. Where required by law, Artspiration Foundation will obtain express or implied consent before sending commercial electronic messages.

10.4 Sender information and unsubscribe. Where required, electronic messages will identify the sender, include contact information, and provide an unsubscribe mechanism unless an exemption applies.

10.5 Unsubscribing. You may unsubscribe from commercial electronic messages at any time using the unsubscribe mechanism provided in messages or by contacting Artspiration Foundation. Artspiration Foundation will process unsubscribe requests within 10 business days, as required by Canada's Anti-Spam Legislation.

10.6 Service messages. Unsubscribing from commercial electronic messages will not prevent Artspiration Foundation from sending transactional, administrative, legal, security, safety, or service-related messages where permitted by law.

11. Accessibility

11.1 Artspiration Foundation is committed to inclusion and accessibility and aims to comply with applicable accessibility requirements, including the Accessibility for Ontarians with Disabilities Act, 2005 and the Integrated Accessibility Standards Regulation for web content.

11.2 If you require website content in an accessible format or have accessibility feedback, you may contact Artspiration Foundation using the contact information listed in these Terms.

11.3 Artspiration Foundation will make reasonable efforts to respond to accessibility requests in a timely manner, taking into account the nature of the request, available technology, operational feasibility, and applicable legal requirements.

12. Intellectual Property

12.1 Artspiration Foundation content. The website and its content, including text, graphics, images, videos, designs, logos, icons, documents, resources, program names, event names, page layouts, and other materials, are owned by or licensed to Artspiration Foundation unless stated otherwise.

12.2 Limited licence to users. Artspiration Foundation grants you a revocable, non-exclusive, non-transferable licence to access and use the website and its materials only for permitted personal, educational, informational, event-related, volunteer-related, or other authorized purposes.

12.3 No commercial use. You may not sell, license, monetize, advertise around, commercially exploit, or otherwise use Artspiration Foundation content for commercial purposes without prior written consent.

12.4 No derivative works. You may not edit, adapt, remix, reformat, modify, translate, or create derivative works from Artspiration Foundation content unless expressly permitted.

12.5 Open licence materials. Some educational resources, reports, toolkits, or publications may be expressly identified as available under an open licence. Those materials may be used only in accordance with the licence stated on or with the materials.

12.6 All other rights reserved. All website content not expressly identified as open licence content remains protected by copyright and may not be copied, reproduced, modified, distributed, published, displayed, or otherwise used except as permitted by these Terms or with prior written permission.

13. User Content

13.1 Ownership. You retain ownership of User Content that you submit, upload, post, or otherwise provide to Artspiration Foundation.

13.2 Responsibility for User Content. You are responsible for User Content you provide and must have all necessary rights, consents, permissions, and authority to submit it.

13.3 Licence to Artspiration Foundation. By submitting User Content, you grant Artspiration Foundation a worldwide, perpetual, irrevocable, non-exclusive, royalty-free licence to host, reproduce, distribute, communicate, use, publish, publicly display, publicly perform, modify, create derivative works from, and sublicense the User Content for the limited purposes described in these Terms. To the extent permitted by applicable law, you also waive any moral rights you may have in User Content in favour of Artspiration Foundation and its sublicensees.

13.4 Purpose of licence. The licence is for operating, administering, improving, documenting, and promoting Artspiration Foundation's services, events, programs, volunteer opportunities, public education activities, and not-for-profit mission.

13.5 Sublicensing. Artspiration Foundation may sublicense User Content to contractors, service providers, or third parties that have agreements with Artspiration Foundation and need to use the content for purposes consistent with these Terms.

13.6 Public content. If you make User Content publicly available through Artspiration Foundation events, programming, website features, testimonials, submissions, or volunteer activities, Artspiration Foundation may use that content for the purposes described in these Terms, subject to privacy law and any applicable consent requirements.

13.7 Removal requests. You may request removal of User Content by contacting Artspiration Foundation. Artspiration Foundation will make reasonable efforts to stop making the content publicly available within a reasonable time, subject to legal, archival, operational, contractual, evidentiary, governance, backup, and previously shared content limitations.

13.8 Prohibited User Content. You must not submit User Content that is defamatory, discriminatory, harassing, hateful, obscene, violent, infringing, misleading, fraudulent, unlawful, or invasive of privacy.

13.9 Right to remove. Artspiration Foundation may remove User Content without notice where it believes the content violates these Terms, may expose Artspiration Foundation or others to harm or liability, or is otherwise unsuitable.

14. Media, Photos, Videos, and Testimonials

14.1 Media consent. Artspiration Foundation may request consent to use photographs, videos, recordings, testimonials, stories, or similar media from events, programs, or volunteer activities. Where consent has been provided, it may be withdrawn by contacting Artspiration Foundation in writing, subject to reasonable notice and any legal, archival, or operational limitations on removal of content already distributed or published.

14.2 Minors. Where a Minor is involved, Artspiration Foundation will obtain consent from a Parent or Legal Guardian before using identifiable photographs, videos, testimonials, or similar media.

14.3 Event participation. If event or program registration materials include media consent terms, those terms apply in addition to these Terms.

14.4 No sensitive use without consent. Artspiration Foundation will not use identifiable images, videos, testimonials, or stories in a manner that is misleading, exploitative, or materially inconsistent with the consent provided.

15. Logo, Trademark, and Brand Restrictions

15.1 You may not use Artspiration Foundation's name, logo, seal, marks, program names, event names, slogans, or other brand assets unless Artspiration Foundation gives prior written authorization.

15.2 You may not use Artspiration Foundation marks in a way that suggests endorsement, sponsorship, partnership, certification, approval, fundraising authority, or affiliation unless that is accurate and authorized in writing.

15.3 You may not distort, recolour, crop, animate, combine, translate, alter, or otherwise modify Artspiration Foundation logos or marks.

15.4 You may not place Artspiration Foundation logos or marks on merchandise, promotional goods, advertisements, websites, social media pages, digital goods, paid campaigns, or similar materials without written permission.

15.5 You may not register or use domain names, usernames, social media handles, app names, paid search keywords, hashtags, or email addresses that incorporate or confusingly resemble Artspiration Foundation's name, logo, or marks.

15.6 Any permission to use Artspiration Foundation marks is revocable at Artspiration Foundation's discretion.

16. Sponsors

16.1 **Sponsor engagement.** Sponsors who access or engage with the Artspiration Foundation website do so subject to these Terms of Use and any separate sponsorship agreement entered into with Artspiration Foundation. In the event of a conflict between these Terms and a written sponsorship agreement, the sponsorship agreement will prevail with respect to the subject matter of that agreement.

16.2 **Sponsor recognition.** Artspiration Foundation may provide recognition to Sponsors on the website, at events, or in publications as agreed in writing. Sponsor recognition does not constitute an endorsement by Artspiration Foundation of the Sponsor's products, services, or business practices, and Sponsors may not represent or imply otherwise.

16.3 **Sponsor content.** Any content, logos, or materials provided by Sponsors for display on the website must comply with these Terms. Artspiration Foundation reserves the right to refuse, modify, or remove Sponsor content that is inconsistent with its mission, values, or policies, or that may be misleading, offensive, or harmful to its reputation or community.

16.4 **Sponsor responsibilities.** Sponsors are responsible for ensuring that their engagement with Artspiration Foundation complies with all applicable laws, including advertising standards, consumer protection laws, and charitable solicitation regulations. Sponsors may not use their association with Artspiration Foundation to mislead consumers or the public.

16.5 **Sponsor limitations on liability.** Sponsors agree that Artspiration Foundation is a not-for-profit organization and that its liability to Sponsors is limited as set out in Section 23 (Limitation of Liability) of these Terms. Sponsors waive any claims for indirect, incidental, consequential, special, exemplary, punitive, or aggravated damages arising from their sponsorship relationship with Artspiration Foundation.

17. Program Providers

17.1 **Program Provider relationship.** Third-party Program Providers who deliver programs, workshops, or activities in partnership with or on behalf of Artspiration Foundation must comply with these Terms of Use and any separate agreement entered into with Artspiration Foundation. In the event of a conflict between these Terms and a written Program Provider agreement, the Program Provider agreement will prevail with respect to the subject matter of that agreement. Program Providers are independent contractors and not employees, agents, or partners of Artspiration Foundation.

17.2 **Program Provider content.** Program Providers who share content, materials, or information through the Artspiration Foundation website represent and warrant that they have all necessary rights, licences, and permissions to share such content. Program Providers grant Artspiration Foundation the licence rights described in Section 13 (User Content) with respect to content they provide.

17.3 **Program Provider representations.** Program Providers represent and warrant that: (a) they have the qualifications, experience, and expertise necessary to deliver their programs; (b) their programs comply with all applicable laws and professional standards; (c) they maintain appropriate insurance coverage, including at minimum commercial general liability insurance with limits reasonably acceptable to Artspiration Foundation; and (d) they will comply with Artspiration Foundation's safeguarding policies when working with Minors.

17.4 **Program Provider disclaimers.** Artspiration Foundation does not endorse, guarantee, or assume responsibility for the quality, accuracy, or outcomes of programs delivered by third-party Program Providers. While Artspiration Foundation takes reasonable steps to select qualified Program Providers, Participants should be aware that Program Provider content and activities are delivered by independent third parties, and any warranties or representations are made directly by the Program Provider.

17.5 **Program Provider conduct.** Program Providers must conduct themselves professionally and ethically at all times. Program Providers must immediately report any concerns regarding participant safety or wellbeing to Artspiration Foundation. Artspiration Foundation may terminate a Program Provider relationship at any time if the Program Provider violates these Terms or any applicable agreement.

18. Government Grant Providers

18.1 Government access. Government Grant Providers, including federal, provincial, territorial, and municipal government entities, agencies, and grant-making bodies, may access the Artspiration Foundation website to obtain information about the organization, its programs, and its activities. Such access is subject to these Terms of Use.

18.2 Compliance with grant requirements. Nothing in these Terms limits or modifies Artspiration Foundation's obligations under any grant agreement, contribution agreement, or funding arrangement with a Government Grant Provider. Artspiration Foundation will comply with applicable reporting, audit, record retention, and disclosure requirements as required by its agreements with Government Grant Providers.

18.3 Government use limitations. Government Grant Providers may use website content for the purposes of evaluating, administering, or monitoring grants and funding provided to Artspiration Foundation. Commercial use of website content by Government Grant Providers is subject to the restrictions set out in Section 12 (Intellectual Property).

18.4 Accuracy of information. Artspiration Foundation makes reasonable efforts to ensure that information on its website is accurate and current. Government Grant Providers acknowledge that website content is provided for general informational purposes and that official grant applications, reports, and required submissions will be provided separately in accordance with applicable funding requirements.

18.5 Crown and statutory immunities. These Terms do not create, limit, or modify any statutory immunity, Crown immunity, or legal protection that may be available to Government Grant Providers under applicable law.

19. Third-Party Links and Services

19.1 The website may include links to third-party websites, platforms, resources, payment processors, registration tools, social media pages, volunteer portals, or other services.

19.2 Third-party resources are provided for convenience only. Artspiration Foundation does not control and is not responsible for third-party websites, services, availability, content, privacy practices, security, terms, policies, or actions.

19.3 Your use of third-party websites or services is governed by the applicable third party's terms and policies.

20. No Professional Advice

20.1 Artspiration Foundation events, programs, resources, website materials, tools, forms, and communications are provided for informational, educational, community, and general support purposes only.

20.2 Artspiration Foundation does not provide professional advice, diagnosis, counselling, therapy, legal advice, financial advice, tax advice, medical advice, emergency support, or crisis services through the website, events, programs, or volunteer activities.

20.3 You should not rely on website materials or program content as a substitute for professional advice or emergency support.

21. Website Availability and Accuracy

21.1 Artspiration Foundation may update, change, suspend, withdraw, or discontinue the website, webpages, content, programs, forms, links, or services at any time.

21.2 The website may be unavailable from time to time due to maintenance, technical issues, third-party systems, security needs, operational decisions, or events beyond Artspiration Foundation's control.

21.3 Artspiration Foundation makes reasonable efforts to keep information accurate and current, but website content may be incomplete, outdated, unavailable, withdrawn, or changed without notice.

22. Disclaimer of Warranties

22.1 The website and all content, materials, information, resources, forms, tools, links, and Services are provided on an "as is" and "as available" basis. As a not-for-profit organization, Artspiration Foundation operates with limited resources and relies on Volunteers and donated services.

22.2 To the fullest extent permitted by applicable law, Artspiration Foundation disclaims all representations, warranties, and conditions of any kind, whether express, implied, statutory, or collateral, including implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, currency, availability, security, reliability, and uninterrupted or error-free operation.

22.3 Artspiration Foundation does not warrant that the website or content will be accurate, complete, current, secure, uninterrupted, available at any particular time or location, free from errors, defects, viruses, malware, or other harmful components, or that defects will be corrected.

22.4 Artspiration Foundation does not guarantee any particular result, outcome, eligibility, acceptance, approval, funding, program participation, volunteer placement, event participation, tax treatment, or benefit from using the website or participating in an activity described on the website.

22.5 Nothing in these Terms excludes, restricts, or modifies any warranty, condition, right, or remedy that cannot be excluded, restricted, or modified under applicable law.

23. Limitation of Liability

23.1 To the fullest extent permitted by applicable law, Artspiration Foundation, as a not-for-profit organization, and its directors, officers, employees, Volunteers, agents, representatives, service providers, licensors, partners, Sponsors, Program Providers, and affiliates will not be liable for indirect, incidental, consequential, special, exemplary, punitive, or aggravated damages, or for loss of profits, revenue, goodwill, opportunity, anticipated savings, data, use, or business interruption.

23.2 The limitation in Section 23.1 applies to claims arising out of or relating to these Terms, the website, website content, User Content, third-party websites or services, or payment transactions, events, programs, volunteer opportunities, or access to, use of, or inability to use the website.

23.3 To the fullest extent permitted by applicable law, Artspiration Foundation's total aggregate liability for all claims arising out of or relating to these Terms, the website, or related online services will not exceed the greater of CAD \$100 and the amount, if any, that you paid directly to Artspiration Foundation for the specific transaction giving rise to the claim during the 12 months before the claim arose.

23.4 Nothing in these Terms excludes, restricts, or modifies any liability, right, warranty, condition, or remedy that cannot be excluded, restricted, or modified under applicable law.

24. Indemnity

24.1 To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Artspiration Foundation, as a not-for-profit organization, and its directors, officers, employees, Volunteers, agents, representatives, contractors, service providers, licensors, partners, Sponsors, Program Providers, and affiliates from and against claims, demands, actions, proceedings, liabilities, damages, losses, settlements, costs, and expenses, including reasonable legal fees and disbursements, arising out of or relating to the matters listed in this section.

24.2 Your indemnity applies to claims arising from:

1. Your access to or use of the website.
2. Your breach of these Terms or any policy incorporated into these Terms.
3. User Content that you post, upload, submit, transmit, or otherwise make available through the website.
4. Your actual or alleged violation of any law or third-party right, including intellectual property, privacy, publicity, confidentiality, consumer protection, anti-spam, charitable solicitation, defamation, or other rights.
5. Your misuse of the website, including unauthorized access, scraping, automated extraction, interference with security, fraud, impersonation, or other harmful conduct.
6. Any fundraising, promotional, advocacy, or other activity that you conduct using Artspiration Foundation's name, logo, materials, or other brand assets without authorization.

24.3 Artspiration Foundation may, at your expense, assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

24.4 You agree to cooperate with Artspiration Foundation's defence of claims subject to your indemnification obligations and not to settle any such indemnified claim without Artspiration Foundation's prior written consent, which will not be unreasonably withheld.

24.5 This indemnity survives termination of these Terms and your use of the website.

25. Suspension, Restriction, and Termination

25.1 Artspiration Foundation may restrict, suspend, or terminate your access to the website, events, programs, volunteer opportunities, or Services if you violate these Terms or the Privacy Policy.

25.2 Artspiration Foundation may also take action where it reasonably believes action is necessary for safety, safeguarding, legal compliance, fraud prevention, website security, protection of Minors, protection of other Users, operational integrity, or reputational protection.

25.3 Artspiration Foundation may remove content, cancel registrations, refuse participation, revoke volunteer status, or block access without prior notice where immediate action is reasonably necessary for safety, safeguarding, legal compliance, or protection of Minors. In other cases, Artspiration Foundation will use reasonable efforts to provide notice and, where appropriate, an opportunity to address the concern before taking action.

26. Governance, Conflicts, and Organizational Integrity

26.1 Artspiration Foundation's governance documents require directors, officers, and committee members to disclose actual, potential, or perceived conflicts of interest, including financial and non-financial conflicts and relationships with related persons.

26.2 Individuals with conflicts of interest are expected to comply with Artspiration Foundation's conflict of interest policies, including recusal from relevant discussions and votes, and related-person transactions must be fair and reasonable to Artspiration Foundation and approved in accordance with applicable law and Artspiration Foundation's governance documents.

26.3 Artspiration Foundation's directors serve without remuneration for their services as directors, although they may be reimbursed for reasonable expenses incurred in the performance of their duties, in accordance with Artspiration Foundation's governance documents and applicable law.

26.4 These governance principles support Artspiration Foundation's commitment to accountability, responsible stewardship, and protection of the communities it serves.

27. Non-Discrimination, Harassment, and Safe Participation

27.1 Artspiration Foundation is committed to providing an environment free from discrimination and harassment, where individuals are treated with respect and dignity.

27.2 Artspiration Foundation's policies, practices, and procedures do not discriminate on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, or other grounds protected by applicable human rights law.

27.3 Users, Participants, Volunteers, parents, guardians, Sponsors, Program Providers, Government Grant Providers, and other third parties must interact respectfully with Artspiration Foundation staff, directors, Volunteers, Participants, families, speakers, partners, Sponsors, and service providers.

27.4 Artspiration Foundation may remove or restrict any person whose conduct is discriminatory, harassing, violent, threatening, unsafe, disruptive, exploitative, or inconsistent with Artspiration Foundation's safeguarding, equity, inclusion, or safety expectations.

28. Political Activity

28.1 Artspiration Foundation does not engage in or support partisan political activities.

28.2 Non-partisan public policy activities that further Artspiration Foundation's purposes may be permitted where they comply with applicable laws.

28.3 Users may not use Artspiration Foundation's website, name, logo, content, events, programs, or resources to suggest that Artspiration Foundation endorses a political party, candidate, partisan campaign, political fundraising activity, or partisan position unless expressly authorized and legally permitted.

29. Copyright Complaints

29.1 If you believe that material available on or through the website infringes your copyright, you may submit a written notice to Artspiration Foundation using the contact information in these Terms. Artspiration Foundation will address copyright complaints in accordance with the Copyright Act (Canada) and applicable law.

29.2 Your notice should include:

1. Your name and contact information.
2. A description of the copyrighted work you believe has been infringed.
3. A description or link identifying the material you believe is infringing.
4. A statement explaining why you believe the use is unauthorized.
5. Any other information reasonably needed for Artspiration Foundation to review the concern.

29.3 Artspiration Foundation may remove or restrict access to content while it reviews a copyright complaint.

30. Dispute Resolution

30.1 **Informal resolution first.** If you have a concern or dispute relating to the website, events, programs, volunteer opportunities, or these Terms, you agree to first contact Artspiration Foundation and attempt to resolve the matter informally within 30 days of providing written notice of the concern.

30.2 **Good faith discussions.** The parties will make reasonable good faith efforts to resolve disputes through written communications or a meeting before starting formal proceedings, except where urgent injunctive, safeguarding, privacy, intellectual property, or other immediate relief is required.

30.3 **Courts.** Subject to applicable law, unresolved disputes may be brought before the courts located in Ontario, Canada.

30.4 **Consumer rights.** Nothing in this section limits rights or remedies that cannot be waived under applicable consumer protection or other laws.

31. Governing Law

31.1 These Terms are governed by the laws of Ontario and the federal laws of Canada applicable in Ontario.

31.2 Artspiration Foundation operates under Canadian not-for-profit governance requirements and maintains corporate records, financial controls, procurement practices, conflict of interest processes, and board policies consistent with its governance documents.

31.3 Subject to applicable law, you agree that the courts of Ontario will have exclusive jurisdiction over disputes relating to these Terms, the website, or Artspiration Foundation's online Services.

32. General Terms

32.1 **Entire agreement.** These Terms, together with the Privacy Policy and any policies, guidelines, registration terms, volunteer terms, event terms, or additional terms expressly made available to you and incorporated by reference at the point of registration or engagement, constitute the entire agreement between you and Artspiration Foundation regarding access to and use of the website. Separate written agreements between Artspiration Foundation and Sponsors, Program Providers, or other parties govern those specific relationships.

32.2 **Severability.** If any provision of these Terms is determined to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions will remain in full force and effect.

32.3 **No waiver.** Artspiration Foundation's failure to enforce any provision of these Terms does not waive its right to enforce that provision later.

32.4 **Assignment.** You may not assign or transfer your rights or obligations under these Terms without Artspiration Foundation's prior written consent. Artspiration Foundation may assign or transfer its rights and obligations under these Terms without your consent, including in connection with a reorganization, amalgamation, merger, or transfer of operations.

32.5 **Survival.** Provisions relating to intellectual property, User Content licences, disclaimers, limitation of liability, indemnity, dispute resolution, governing law, and any provisions that by their nature should survive will survive termination of these Terms.

32.6 **Headings.** Headings are included for convenience only and do not affect the interpretation of these Terms.

33. Contact Information

Questions, concerns, accessibility requests, copyright complaints, privacy inquiries, unsubscribe requests, and other notices may be directed to:

Artspiration Foundation

2899 Skymark Ave, Suite 203

Mississauga, Ontario, Canada L4W 5A6

Email/ Privacy Contact: info@artspirationfoundation.org

Website: <https://artspirationfoundation.org/>