

## **CALP Database Terms of Use**

### **Effective Date: January 2026**

This database is operated by Community Learning Network (CLN). The terms “we”, “us”, and “our” refer to Community Learning Network. The use of our database is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our database, including without limitation, users who are CALP staff or contributors of content. If you access and use this database, you accept and agree to be bound by and comply with the Terms and our Privacy Policy. If you do not agree to the Terms or our Privacy Policy, you are not authorized to access our database or use any of our database’s services.

By accessing or using our services, you agree to the following terms:

#### **1. Services Provided**

Community Learning Network offers a suite of services, including:

- A modernized database for member record keeping.
- A database system powered by the Members Village platform.
- Secure forms, real-time reporting, tip sheets and user guides.

#### **2. Ownership & Licensing**

- Community Learning Network retains ownership of all content, and branding within the platform.
- [Ignite Web Solutions](#) licenses the Members Village platform to CALP, with rights to perform periodic updates to enhance functionality and security.

#### **3. Use of Services**

You agree to:

- Use the services only for lawful purposes.
- Avoid modifying or attempting to reverse-engineer the Members Village platform.
- You agree to provide us with accurate personal or professional information, such as your email address and other contact details in order to contact you or provide user support as needed.
- You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

#### **4. Limitation of Liability**

Community Learning Network and Ignite Web Solutions are not liable for:

- Service interruptions caused by external hardware, software, or network issues.
- Data breaches caused by third parties or user negligence.

## **5. Termination**

Community Learning Network reserves the right to terminate access to the database or any services provided, without prior notice, in the event of:

- Non-compliance with these Terms of Service.
- Misuse of the system, including attempts to manipulate or bypass its intended functionalities.
- Upon termination, users forfeit all access to the database and any data stored within, unless otherwise agreed upon by CALP.

## **6. Use Comments, Feedback, and Other Submissions**

- You acknowledge that you are responsible for the information, comments and any other content (collectively, the “Content”) that you enter in the database. You further acknowledge that you have full responsibility for the Content, including gaining consent from any learner whose information is stored on the database.
- You agree that your Content will not be unlawful, abusive or obscene nor will it contain any malware or computer virus that could affect our database’s operations. You will be solely liable for any Content that you make and its accuracy.
- CLN has no responsibility and assume no liability for any Content posted by you.
- We reserve the right to terminate your ability to use the CALP database and to remove and/or delete any Content that we deem to be sensitive information. You consent to such removal and/or deletion and waive any claim against us for the removal and/or deletion of your Content.

## **7. Prohibited Conduct**

Users of the CALP database agree to maintain a respectful and lawful approach when accessing the services. The following actions are strictly prohibited:

- Misuse of the platform, including attempting to bypass security features or access unauthorized areas.
- Engaging in behavior that harasses, threatens, or abuses CLN staff, CALP staff or other users.
- Uploading or transmitting harmful, illegal, or offensive content.

## **8. General Conditions**

- We reserve the right to make any modifications to the database, including terminating, changing, suspending or discontinuing any aspect of the database at any time, without notice.
- We may impose additional rules or limits on the use of our database.
- You agree to review the Terms regularly and your continued access or use of our database will mean that you agree to any changes.

## **10. Links to Third-Party Websites**

- Links from or to websites outside our database are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our

website, the content of those sites, the third parties named therein, or their products and services.

- Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking.

## **11. Confidentiality**

Both CLN and Ignite Web Solutions agree to protect shared confidential information and not disclose it to unauthorized third parties.

## **12. Your Personal Information**

Please see our [Privacy Information](#) to learn about how we collect, use, and share your personal information.

## **13. Errors and Omissions**

- Please note that our database may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice.
- We do not undertake to update, modify or clarify information on our database, except as required by law.

## **14. Disclaimer and Limitation of Liability**

- You assume all responsibility and risk with respect to your use of our database, which is provided "as is" without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title or non-infringement,. We do not warrant that our database or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our database or the servers that make our database available are free of viruses or other harmful components.
- The use of our database is at your sole risk, and you assume full responsibility for any costs associated with your use of our database. We will not be liable for any damages of any kind related to the use of our database.
- In no event will we, or our affiliates, or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our database or the content or material or functionality through our database, even if we are advised of the possibility of such damages.

- Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

## **15. Indemnification**

You agree to defend and indemnify us, and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our database, your violation of the Terms, or the posting or transmission of any materials on or through the database by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

## **16. Entire Agreement**

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

## **17. Waiver**

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

## **18. Headings**

Any headings and titles herein are for convenience only.

## **19. Severability**

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

## **20. Governing Law**

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our database, or services offered on our database will be resolved in accordance with the laws of the Province of Alberta without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the Province of Alberta in the City of Edmonton, Alberta and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

## **21. Support**

- Basic technical support is available during regular business hours.

## **22. Changes to Terms**

- CLN reserves the right to update these terms. Users will be notified of significant changes.

**23. Questions or Concerns:** Please send all questions, comments and feedback to us at [office@calp.ca](mailto:office@calp.ca)