



TAC SharePoint Terms of Use

Welcome! The Transportation Association of Canada (TAC) has launched a SharePoint site to help its councils, committees and other groups conduct their ongoing work.

What is SharePoint? SharePoint is a secure, cloud-based service hosted by Microsoft, designed to store, organize and share information. SharePoint can be accessed from almost any device equipped with a web browser, such as Internet Explorer, Chrome, or Firefox. Users will need an [Office 365](#) account, or an [Outlook.com](#) email address to access TAC's SharePoint site. (More information is provided to users upon invitation to TAC's SharePoint site.)

This document provides the terms of use, or ground rules, for the appropriate use of TAC's SharePoint site (<https://tacshare.sharepoint.com>). All active TAC council and committee members will be provided with separate step-by-step instructions to setup their SharePoint access.

Terms of Use

The following Terms of Use apply to TAC's SharePoint site. Please read them carefully.

1. Terms

Users accessing TAC's SharePoint site (hereafter referred to as "the site") agree to its Terms of Use, all applicable laws and regulations, and agree to be responsible for compliance with any applicable local laws. The materials contained in this site are protected by applicable copyright and trade mark law.

2. Disclaimer

The materials on the site are presented as provided. TAC staff and council/committee members may post materials for which TAC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties. TAC does not warrant or make any representations concerning the accuracy, likely results, or reliability of the materials on the site, or on any websites linked to this site.

3. Limitations

In no event shall TAC or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the site.

4. Acceptable use

Users of the site must not:

- a) take any action that causes, or may cause, damage to the site or impairment of the performance, availability or accessibility of the site;
- b) use the site in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- c) copy, store, host, transmit, send, use, publish or distribute any material to the site which consists of (or links to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d) access or otherwise interact with the site using any robot, spider or other automated means; or

- e) conduct any systematic or automated data collection activities on or in relation to the site, or use data available on the site for any direct marketing activity.

5. Providing and disabling access

Only active TAC volunteers or staff are permitted access to the site. If users cease to be active members of a TAC council or committee, or are no longer employed by an active TAC member, TAC must be notified in writing within 30 days in order to disable access. Users must similarly advise TAC if they become aware of any unauthorized use of their account.

6. User IDs and passwords

Site users will gain access to TAC's SharePoint site via their own Office 365 or Outlook.com accounts. Usernames and passwords of these accounts are the responsibility of the user, should be kept confidential, and are not accessible by TAC. Users must notify TAC if they want to access the site via a new or changed account.

Users are responsible for any activity on the site arising out of use of their account, and may be liable for any losses arising from account misuse. Account information must not be used in connection with the impersonation of anyone.

7. Content license and rules

By posting information to the site, users grant TAC a non-exclusive, royalty-free license to use, reproduce, store, and distribute content on and in relation to the site and any successor. Content may be edited to the extent permitted using the functionality made available on the site. TAC may delete, unpublish or edit any site content in the event of the breach, or suspected breach, of any of these terms of use.

All posted content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person. Site content, and its use, must not:

- a) be libellous, maliciously false, obscene, indecent, false inaccurate or misleading;
- b) infringe any copyright, trademark right, or other intellectual property or privacy right;
- c) constitute negligent advice or contain any negligent statement, or encourage or cause illness, injury or death, or any other loss or damage;
- d) constitute an incitement to commit a crime;
- e) depict violence or be pornographic; or
- f) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

8. Breach

Breach, or reasonable suspected breach, of these terms of use may result in a range of actions including formal warnings, suspensions, blocking access or expulsion from the site. TAC reserves the authority, at its sole discretion, to remove access to the site from anyone, at any time. Users agree to not take any action to circumvent suspension, expulsion or blocking (including without limitation creating and/or using a different account) from the site.

9. Credit

This document was created in part using a template from [SEQ Legal](http://www.seqlegal.com) (www.seqlegal.com).

