



At L'Arche, adults with and without intellectual disabilities share life and friendships in community. We envision and inspire a world that welcomes difference and celebrates the gifts of all people.

L'Arche USA SharePoint Terms of Use

The Terms of Use for L'Arche USA SharePoint will be available on a page within the L'Arche USA Resource Library. The Terms of Use will also be shared as part of the SharePoint and Teams guest user invitation.

Terms of Use

L'Arche USA SharePoint ("LAUSA SP") enables members, employees and board members of L'Arche USA and L'Arche USA communities and other authorized users ("Authorized Users") to access and share content. These terms and conditions ("Terms" or "Terms of Use" or "Agreement") govern your access to and use of LAUSA SP.

Please read these Terms carefully before accessing or using LAUSA SP. By accessing and using LAUSA SP, you agree to be bound by these Terms of Use. If additional terms or conditions are applicable, then those additional terms become part of your Agreement with L'Arche USA. You may wish to print or save a local copy of these Terms for your records.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS OF USE LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS. THESE TERMS ALSO CONTAIN A BINDING ARBITRATION PROVISION.

I. Changes to LAUSA SP or the Terms.

From time to time and without providing notice, we may make changes or improvements to LAUSA SP and may make additional content available. Additionally, from time to time and in our sole discretion, we may change or make additions to these Terms, in which case we will post the revised Terms on LAUSA SP, and the revised terms will be effective immediately upon posting. We will attempt to notify you of the changes to the Terms, but even if we have not provided such notification, your continued use of LAUSA SP shall constitute your acceptance to any changes to the Terms. We reserve the right any time to modify or discontinue the Services (or any part or content thereof) without notice at any time.

You are responsible for reviewing the most current version of the Terms before using LAUSA SP or any of the content available through LAUSA SP. If at any time you do not agree to the revisions, you should immediately cease all use of an access to LAUSA SP.

2. Using LAUSA SP and Limitations.

LAUSA SP is a resource to enhance your engagement with and work with L'Arche USA and not place to post personal or inappropriate material. You are responsible for any content you upload or otherwise make available on LAUSA SP, including compliance with all applicable laws, rules, and regulations. You should only provide content that you are comfortable sharing with others. You represent that all of the content that you upload or otherwise make available on LAUSA SP: (i) are accurate and complete; and (ii) do not infringe or otherwise violate the rights of any third parties.

Your use of LAUSA SP should be consistent with the following principles:

- Content should be useful to others and reflect L'Arche USA's values.
- Content you post may be protected by others' intellectual property rights, and you may not copy, post, upload, or share content unless you have permission from the author or owner of the rights of the content to do so.
- You may not post, upload or otherwise make available information protected by the Children's Online Privacy Protection Act (COPPA), the Health Insurance Portability and Accountability Act (HIPAA), and information protected by the various state laws governing the handling of personally identifiable information.
- You may not post, upload or otherwise make available any false or misleading information.
- You may not post, upload or otherwise make available any defamatory, abusive, profane, threatening, offensive, or illegal materials, including materials encouraging physical harm or injury to any group or individual.
- You may not post, upload or otherwise make available any instructional information about illegal activities.
- You may not post, upload or otherwise make available viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of LAUSA SP, the integrity of the content stored thereon, or L'Arche USA's computer systems.
- You may not interfere with or circumvent the security features employed by LAUSA SP.

L'Arche USA does not actively monitor the LAUSA SP for inappropriate content and does not undertake editorial control of content. L'Arche USA reserves the right to remove any content it deems in its sole discretion to be a violation of these Terms or applicable policy or law.

While you may be able to access content and information using LAUSA SP, you acknowledge that you are authorized to use such content solely for the benefit of L'Arche, and you are not authorized to use such content for any other purposes.

Your access to content and information through LAUSA SP does not confer upon you ownership of any intellectual property rights in such content. You acknowledge that your access to and use of content and information obtained from LAUSA SP are subject to these Terms.

As L'Arche USA grows this online environment, we also ask users to be active engagers and stewards of the space by communicating with L'Arche USA at library@larcheusa.org about:

- Potential resources, tools, and promising practices that could enhance learning content.
- Suggestions for improvements in Teams and SharePoint sites.
- Broken, outdated or mistaken links and resources.

3. Additional Restrictions.

You may not: (a) attempt to exceed the scope of permission you have on LAUSA SP, including attempts to access information stored on LAUSA SP for which you do not have permission to access (you acknowledge that some information available on LAUSA SP is intended only for certain members of L'Arche USA management and/or leadership); (b) use any high volume, automated or electronic means (including without limitations robots, spiders, scripts or other automatic devices) to monitor or copy LAUSA SP or the content stored thereon; (c) provide anyone other than an Authorized User with a URL, hyperlink, or other means of directly accessing content stored on LAUSA SP; (d) reverse engineer, decompile, disassemble, or otherwise tamper with any security components or other protection measures applicable to LAUSA SP; (e) interfere with LAUSA SP or otherwise attempt to prevent LAUSA SP from being accessible to other Authorized Users.

4. Confidentiality.

You acknowledge that the information uploaded to or otherwise made available on LAUSA SP is intended to be used for the sole benefit of L'Arche. As a result, you agree to maintain the confidentiality of all information that you access or obtain from LAUSA SP. This obligation to maintain the confidentiality shall survive termination of this Agreement, and continue for so long as the information remains confidential.

5. Consent to Use of Data.

We obtain and store information regarding each LAUSA SP Authorized User in our Salesforce system, and may store such information in various other databases and applications. This information may include your name, e-mail address, role, and any other information that you provide to us. By providing us with such information, you authorize L'Arche USA to maintain, store and use such information in any manner that L'Arche USA may deem appropriate, and to share such information with other people affiliated with L'Arche USA.

6. Security Credentials.

Only Authorized Users—people who are authorized by L'Arche USA and to whom L'Arche USA provides security credentials—may use the service. You will be provided with security credentials (typically, a user name and a password; however, there may be additional security keys or tokens employed if LAUSA SP requires two-factor authentication). You are solely responsible for controlling access to any computers, mobile devices, or other systems that you may use to access LAUSA SP. Likewise, you will be solely responsible for anything that any other person does on LAUSA SP utilizing your security credentials. For this reason, we discourage the use of checking “Remember Me” or allowing a web browser to store your security credentials, as such features increase the likelihood that someone other than you will have access to your security credentials.

You may not share security credentials or LAUSA SP content with any unauthorized user.

We reserve the right to disable your access to LAUSA SP at any time and in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms or if we are investigating suspected misconduct.

You agree to notify us immediately of any unauthorized access to your account or any unauthorized use of your security credentials or any other breach of security. Likewise, if you think anyone is violating any of these Terms, please notify us immediately at Library@larcheusa.org.

7. Accuracy, Completeness and Timeliness of Information.

L'Arche USA contributors are solely responsible for the accuracy, completeness and timeliness of information made available through LAUSA SP. L'Arche USA shall not be responsible if information made available on LAUSA SP is not accurate, complete or current. We do not warrant the accuracy, completeness or usefulness of the content available on LAUSA SP. The information on LAUSA SP is provided for general information, and should not be relied upon or used as the sole basis for making decisions. Any reliance upon the information on LAUSA SP is at your own risk.

8. Intellectual Property Rights.

Each L'Arche entity owns the intellectual property rights to content available through on LAUSA SP. L'Arche entities that make content available on LAUSA SP shall be deemed to have granted all other L'Arche entities and their respective Authorized Users, a perpetual, nonexclusive, and transferable license to use and create derivative works of posted content for any purpose that solely benefits L'Arche or otherwise assists or facilitates an Authorized User's work for L'Arche. Additionally, if permissions to posted content have been limited to a select



group (e.g., leadership, etc.), the use and/or derivative works of content shall only be made available to others who have been granted the same level of permissions.

You acknowledge that L'Arche USA owns all right, title and interest in and to L'Arche USA's name, trademarks, and logos (collectively, "Marks"). You are not authorized to use any such Marks without first obtaining express written permission from L'Arche USA management. Ownership of all such Marks and the goodwill associated therewith remains with L'Arche USA.

9. No Extraterritoriality.

We are based in the United States and make no claims that the LAUSA SP is appropriate for, or may be accessed, downloaded or used by, persons residing outside of the United States. We make no representation that LAUSA SP or the information and content stored thereon are appropriate or may legally be used in the nation, state, province or other jurisdiction in which you reside or from which you may access LAUSA SP. Access to LAUSA SP is prohibited from jurisdictions where the information or content available on LAUSA SP is illegal.

10. DISCLAIMERS AND INDEMNITY.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE CONTENT OR INFORMATION AVAILABLE ON LAUSA SP. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, LAUSA SP IS AT YOUR SOLE RISK. ADDITIONALLY, YOU ACKNOWLEDGE THAT LAUSA SP IS ACCESSED THROUGH THE INTERNET, AND THAT IT MAY NOT ALWAYS BE ACCESSIBLE. AS SUCH, WE DO NOT ASSUME ANY LIABILITY FOR, OR RELATING TO, THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH YOUR USE OF LAUSA SP. WE DO NOT ASSUME ANY LIABILITY RELATED TO YOUR USE OF ANY CONTENT OR INFORMATION AVAILABLE ON LAUSA SP. ACCESS TO LAUSA SP AND THE INFORMATION AND CONTENT STORED THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO LAUSA SP, OR WITH RESPECT TO ANY INFORMATION OR CONTENT AVAILABLE FROM LAUSA SP. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE (i) ACCURACY, COMPLETENESS, CORRECTNESS OR TIMELINESS OF THE INFORMATION PROVIDED ON OR THROUGH LAUSA SP, (ii) THE QUALITY AND



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SECURITY OF LAUSA SP, INCLUDING WHETHER THE WEBSITE OR SERVICES WILL BE FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS, OR (iii) THE INABILITY TO ACCESS LAUSA SP OR ITS CONTENT. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF LAUSA SP.

You agree to indemnify, defend and hold harmless L'Arche USA, its parents, subsidiaries, affiliates and its and their respective directors, officers, employees, agents, representatives, partners, and contractors ("Indemnified Parties") from and against all claims, losses, expenses, damages, liabilities, fees, demands, expenses and costs (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses"), resulting from or arising out of or alleged to result from: (i) your actual or alleged breach of these Terms or any documents incorporated by reference; (ii) your violation of any law, regulation, rule or order pertaining to your use of LAUSA SP or your violation of the rights of a third-party; (iii) your unauthorized or unlawful use of LAUSA SP; (iv) any content you post, upload or otherwise make available on LAUSA SP, or your use or misuse of LAUSA SP.

11. Jurisdiction and Choice of Law

You agree that with respect to any suit, action or proceeding arising out of LAUSA SP or in connection with any dispute with L'Arche USA, including without limitation any claim involving us or our parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultant and agents: shall be governed by and construed and enforced in accordance with the laws of the State of Washington.