

# Terms of Use

## Website Terms of Use

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### 1. Access to This Site

To utilize some of the resources this Site has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information that you provide to this Site will be correct, current, and complete. If DIASPORA DIALOGUES believes that the information you provide is not correct, current, or complete, DIASPORA DIALOGUES has the right to refuse you access to this Site or any of its resources, and to terminate or suspend your access at any time. However, DIASPORA DIALOGUES has no obligation to verify the accuracy, currency, completeness or usefulness of any information that you have provided. Certain sections of this Site may only be accessible with the use of a username and password that may be provided to you by DIASPORA DIALOGUES upon your completion of DIASPORA DIALOGUES’s user registration form. Upon submission of the user registration form to DIASPORA DIALOGUES, DIASPORA DIALOGUES may provide you, at its sole discretion, which may be unreasonably withheld, with a username and password via electronic mail to the address submitted by you to access the secure sections of this Site. DIASPORA DIALOGUES reserves the right to cancel your username and password at its sole discretion, without notice to you, at any time.

### 2. Restrictions on Use

You may use this Site for your own personal purposes as expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without DIASPORA DIALOGUES’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site; (ii) frame this Site; or (iii) hyperlink to this Site, without the express prior written permission of an authorized representative of DIASPORA DIALOGUES. For purposes of these Terms of Use, “co-branding” means to display any name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site or which may confuse a user as the nature of the relationship between any party and DIASPORA DIALOGUES. You agree to cease and desist causing any unauthorized co-branding, framing or hyperlinking upon notice from DIASPORA DIALOGUES and at all times you will cooperate with DIASPORA DIALOGUES following DIASPORA DIALOGUES’s discovery of any such illegal activity.

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website before disclosing any personal information.

## 6. Conduct and the Use of the Site and Submissions

(a) DIASPORA DIALOGUES expects that you will access and use the Site in a professional, responsible and business-like manner in accordance with applicable laws. As a visitor to the Site, you may have the opportunity to post comments, submit questions or other information or otherwise engage in dialogue with representatives of DIASPORA DIALOGUES through the sending of email to the Site. DIASPORA DIALOGUES welcomes your content, remarks, suggestions, ideas, graphics, and other information communicated to DIASPORA DIALOGUES by you through this Site (collectively, a "Submission") so long as such Submissions are in accordance with DIASPORA DIALOGUES's content policy, as discussed below in section 6(b) and are not obscene, illegal, threatening, defamatory, invasive of privacy, infringing of third party intellectual property or privacy rights, or otherwise injurious to third parties, and do not consist of or contain software viruses, commercial solicitation, chain letters, political campaigning, or any form of spam. You are prohibited from using a false e-mail address, from impersonating another person or entity, or otherwise misleading DIASPORA DIALOGUES as to your identity when you are on the Site or otherwise communicating with DIASPORA DIALOGUES.

(b) The Site is dedicated to culturally diverse writers and artists and their works, and to promoting literature and the arts. Submissions should be limited to material relevant to these purposes.

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(d) You further agree that you shall use this Site for lawful purposes only and represent and warrant that you will not use the Site to:

(i) download, post, e-mail or otherwise transmit any Submission that promotes partisan political activities or that is unlawful, harmful, threatening, abusive, harassing, tortious, homophobic, sexist, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any Submission which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law;

(ii) harm minors in any way;

(iii) download, post, e-mail or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(iv) download, post, e-mail or otherwise transmit any Submission that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;

(v) use the Site or any Site Content, Submissions or Third Party Content (collectively, "Content") downloaded through the Site to post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," and "pyramid schemes," or any other form of solicitation;

(vi) upload, post, e-mail or otherwise transmit any Submission to the Site that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any DIASPORA DIALOGUES or third party computer hardware,

software, networks, or hardware or telecommunications equipment;

(vii) interfere with or disrupt the Site or servers or networks connected to the Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", or "mail-bombing" the Site or disobeying any requirements, procedures, policies or regulations of networks connected to the Site;

(viii) direct bots, spiders, crawlers or any other automated process at DIASPORA DIALOGUES's computer systems or otherwise, create unreasonable load upon any of DIASPORA DIALOGUES's computer hardware, network, storage, input/output or electronic control devices;

(ix) use the Site for any public or commercial purposes, without the express prior written permission of DIASPORA DIALOGUES;

(x) intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with the Site;

(xi) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; or

(xii) collect or store personal data about other users of the Site.

(e) Any breach of the above representations, covenants and warranties will result in immediate termination of your use of the Site, and, if appropriate, referral to relevant law enforcement authorities.

(f) DIASPORA DIALOGUES will treat any personal information that you submit through this Site in accordance with its Privacy Policy.

## 7. Privacy Policy

Please click [here](#) to read and review DIASPORA DIALOGUES's Privacy Policy, which describes DIASPORA DIALOGUES's privacy policies and practices in detail, as such statement may be amended from time to time by DIASPORA DIALOGUES. DIASPORA DIALOGUES advises you to check the Privacy Policy on a frequent basis for changes. You hereby consent to the use of your personal information by DIASPORA DIALOGUES and/or its Third Party Providers in accordance with the terms and for the limited purposes set forth in the Privacy Policy. By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to DIASPORA DIALOGUES's Privacy Policy.

## 8. Disclaimer of Warranties/Limitation of Liability

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the use of the Content and the Site will be timely, secure, or error-free; (iv) the results that may be obtained from your use of the Content and the Site will be accurate, beneficial or reliable; or (v) the quality of any Content obtained by you through your use of the Site will meet your expectations. The Content may include technical inaccuracies or typographical errors, and DIASPORA DIALOGUES may make changes or improvements at any time.

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## 9. Indemnity

You agree at all times to indemnify, defend and hold harmless DIASPORA DIALOGUES, its subsidiaries, affiliates, licensors, Third Party Providers, service providers, employees, contractors, agents, officers, directors, successors and assigns (the "Indemnified Parties") from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of the Site, the Content, from Submissions that you post to, submit or transmit through the Site or from your violation of these Terms of Use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of Content from this Site.

## 10. Security

(a) You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, DIASPORA DIALOGUES reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. DIASPORA DIALOGUES reserves the right to investigate suspected violations of these Terms of Use.

(b) DIASPORA DIALOGUES reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing DIASPORA DIALOGUES to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this Agreement you waive, and hold DIASPORA DIALOGUES harmless from, any claims resulting from any action taken by DIASPORA DIALOGUES during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either DIASPORA DIALOGUES or law enforcement authorities.

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A cookie is a small text file containing a unique identification number that is transferred from the Site to the hard drive of your computer ("Cookie"). A Cookie allows the Site to identify separate visitors to the Site and track users' activities on the Site.

DIASPORA DIALOGUES uses Cookies only to keep track of how many people visit the Site and how frequently each page on the Site is visited. Each individual movement of any user cannot be tracked while on the Site. DIASPORA

DIALOGUES uses cookies to track page popularity only to be able to improve the quality of the Site.

## 12. Violations

Please report any violations of these Terms of Use to DIASPORA DIALOGUES at [info@diasporadialogues.com](mailto:info@diasporadialogues.com).

## 13. Applicable Law

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## 14. Termination

You acknowledge and agree that these Terms of Use shall remain in effect for so long as you use this Site. You agree that this agreement can only be terminated by you once you have stopped using the Site. DIASPORA DIALOGUES reserves the right to terminate your use of the Site at any time, for any reason, with or without cause, if DIASPORA DIALOGUES believes that you are violating these Terms of Use in any way. DIASPORA DIALOGUES also has the right, in its sole discretion, to remove any Submissions from the Site. DIASPORA DIALOGUES shall not be responsible for maintaining or returning Submissions. You should always maintain a copy of your Submissions. You acknowledge that any termination of this agreement will not discharge you of any of your obligations to pay for any outstanding fees, charges or penalties owed to DIASPORA DIALOGUES at the time of termination.

## 15. Entire Agreement

These Terms of Use and any other legal notices, policies and guidelines of DIASPORA DIALOGUES linked to these Terms of Use constitute the entire agreement between you and DIASPORA DIALOGUES relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. These Terms of Use may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

## 16. No Agency; Third Party Beneficiary

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## 17. Assignment

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without the prior written consent of DIASPORA DIALOGUES. DIASPORA DIALOGUES may assign its rights, duties and obligations hereunder without prior written notice to you. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

## 18. Severability

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

## 19. No Waiver

DIASPORA DIALOGUES will not be considered to have waived any of its rights or remedies described in these Terms of Use unless the waiver is in writing and signed by DIASPORA DIALOGUES. No delay or omission by DIASPORA DIALOGUES in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. DIASPORA DIALOGUES's failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of DIASPORA

DIALOGUES's right to subsequently enforce such provision or any other provisions of these Terms of Use.

## 20. Headings

The headings used in these Terms of Use are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms of Use.

## 21. Electronic Communications

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