

FREE SPEECH UNION OF CANADA

MEMBERSHIP TERMS, BOOKING TERMS AND WEBSITE

CONDITIONS OF USE

FEBRUARY 16, 2025

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1. Introduction

- 1.1 These Membership Terms and Website Conditions of Use ("Terms") govern memberships with Free Speech Union of Canada (also known as "FSU Canada"), ticket sales, events and your use of our website, which includes any discussion boards or member-only portals (collectively, the "Website").
- 1.2 By using our Website, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, please do not use our Website or apply to be a member of FSU Canada. If you do apply to be a member of FSU Canada, or buy tickets through our Website, you shall be deemed to agree to these Terms.
- 1.3 You must be at least 16 years of age to use our Website; by using our Website or agreeing to these Terms, you warrant and represent to us that you are at least 16 years of age.

2. Copyright Notice

- 2.1 Copyright (c) 2025 Free Speech Union of Canada

3. Permission to Use Website

- 3.1 You may:
 - (a) view pages from our Website on your device;
 - (b) download pages from our Website for caching in a web browser;
 - (c) print pages from our Website for your own personal and non-commercial use; and
 - (d) stream audio and video files from our Website using the media player on our Websitesubject to the other provisions of these Terms.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these Terms, you agree not to download any material from our Website or save any such material to your computer.
- 3.3 Unless we agree otherwise, you may only use our Website for your own personal use; you must not use our Website for any other purposes.
- 3.4 Unless you own or control the relevant rights in the material, you must not without our prior written consent:
 - (a) republish material from our Website (including republication on another website);
 - (b) sell, rent or sub-license material from our Website;
 - (c) show any material from our Website in public;
 - (d) exploit material from our Website for a commercial purpose; or

- (e) redistribute material from our Website.
- 3.5 You may redistribute our newsletter in print and electronic form to any person.
- 3.6 We reserve the right to suspend or restrict access to our Website, to areas of our Website and/or to functionality upon our Website. We may, for example, suspend access to the Website during maintenance or when we update the Website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Website.

4. Misuse of Website

- 4.1 You must not:
 - (a) use our Website in any unlawful or fraudulent way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability, accessibility, integrity or security of the Website;
 - (b) probe, scan or test the vulnerability of our Website without our permission;
 - (c) circumvent any authentication or security systems or processes on or relating to our Website;
 - (d) use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (e) decrypt or decipher any communications sent by or to our Website without our permission;
 - (f) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent; or
 - (g) access or otherwise interact with our Website using any robot, spider or other automated means, except for the purpose of search engine indexing.

- 4.2 You must ensure that all the information you supply to us through our Website, or subsequently, is true, accurate, current, complete and non-misleading.

5. Membership Benefits and Duration

- 5.1 To become a member of FSU Canada, you must complete and submit the membership form and pay the applicable membership fees. We will send you an email to acknowledge your membership application. If your membership application is accepted, we will send you an email to confirm your membership, at which point the contract between us for the supply of the membership services shall come into force.
- 5.2 For so long as your membership remains active in accordance with these Terms, you will receive the membership benefits specified on our Website from time to time in relation to your membership type. Some membership benefits are discretionary

(including access to *pro bono* media/PR advice, direct staff assistance, public support, and campaigning) and will be conferred in the sole discretion of FSU Canada, depending on factors which include, but are not limited to, our interest in protecting the reputation of FSU Canada and limits on the time and resources we can reasonably allocate to an individual matter. On a case-by-case basis, we may, in our discretion, set out the specific services that we will provide to you in a “scope of services” letter (“**Letter**”) which is governed by and supplementary to these Terms. In the case of any discrepancy between these Terms and the Letter, the Letter will prevail.

- 5.3 To comply with certain law society requirements in various provinces, access to *pro bono* or subsidized legal services is **not** contingent on paying a membership fee, however the decision on which cases to accept, advance, promote, fund or subsidize is within the sole discretion of FSU Canada, depending on factors which include, but are not limited to, the complexity of your case, our interest in protecting the reputation of FSU Canada, the risk to us of taking on your case, and limits on the time and resources we can reasonably allocate to an individual case. On a case-by-case basis, at our discretion, we will set out the specific terms of legal assistance that we will provide to you in a separate Retainer Agreement as between you, FSU Canada, and/or a licensed lawyer employed or contracted by FSU Canada, which is governed by and supplementary to these Terms. In the case of any discrepancy between these Terms and the Retainer Agreement, the Retainer Agreement will prevail.
- 5.4 It is expressly understood that the discretionary membership offered under these Terms does not confer any benefit, status, power, or obligation as a “Member” of the Free Speech Union of Canada corporation (the “**Corporation**”), as defined in the Corporation Bylaws, the *Canada Not-for-profit Corporations Act* (S.C. 2009, c. 23) or any other legislation or document.
- 5.5 We may from time to time vary the benefits associated with your membership. If in our reasonable opinion such a variation results in a substantial loss of membership services, you shall have the right to cancel your membership, and we will refund to you any amounts paid to us in respect of any period of membership after the date of your cancellation.
- 5.6 At the end of the annual period of membership for which you have paid, and subject to the other provisions of these Terms, your membership will be automatically renewed and you must pay to us the applicable membership fees, unless you cancel your membership before the date of renewal. For non-renewing membership subscriptions, after signing up, simply go to “My Account”, click on “My Subscription” and toggle the “Auto Renew” switch to “off”. Upon renewal, you agree that these Terms, as may be amended from time to time, shall continue in force during the subsequent and each successive renewal period.

6. Events and Ticket Sales

- 6.1 All references to ‘events’ and ‘tickets’ in these terms are to events advertised and tickets sold through our Website, or through such other platform to which we may link from our Website or other communications.

- 6.2 No contract will come into force between you and us until we accept your ticket order. We will send you an email to acknowledge your booking, which is conditional on the receipt of cleared funds to cover the ticket purchase price.
- 6.3 If there are any limits on the number of tickets that you may purchase, this will be notified on the specific event page of the Website.
- 6.4 We may change the time and date and/or location of an event that is the subject of a booking by giving you written notice of the change at least 14 days before the event is due to begin. If we notify you of a change to a booking under this Section 6., you shall have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 7 days following the date of issue of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this Section 6.4.
- 6.5 We may cancel an event at any time by notice to you in writing (including by email to the email address you've provided to us). If we cancel, you will be entitled to a full refund of the ticket price paid, if any.

7. Membership Subscription Fees and Event Ticket Prices

- 7.1 The membership fees and event ticket prices will be set out on the Website from time to time.
- 7.2 All amounts stated in these Terms or on our Website are inclusive of GST/HST, if applicable.
- 7.3 The term of membership is one year, unless you cancel your membership in accordance with Section 9, and you must pay us the membership fees for one full year in advance, in cleared funds, in accordance with any instructions on our Website.
- 7.4 You must pay us the cost of tickets in advance in cleared funds. Payments can be made using any of the methods specified on our Website from time to time.
- 7.5 We may vary fees or prices from time to time by posting new fees or prices on our Website, but this will not affect fees for memberships or ticket prices that have been previously paid.
- 7.6 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 7.7 If you owe us any membership subscription fees, we may suspend or withdraw your membership.

8. Login Details

- 8.1 If you have successfully applied for membership of FSU Canada, you will need to set up a password for access to the Members Only areas of the Website.

8.2 You must keep your password confidential. Please notify us immediately if you become aware of any disclosure of your password because you will be responsible and liable for all activity on your account until you do so.

9. Cancellation and Suspension of Membership

9.1 We may:

- (a) suspend your membership; or
- (b) cancel your membership,

at any time in our sole discretion. We shall make reasonable efforts to give you notice and an explanation and to refund to you the *pro rata* amount of your membership fee, except where we cancel or suspend your membership because you have breached these Terms.

9.2 You may cancel your membership, or change your membership type by emailing info@fsucanada.ca. You will not be entitled to any membership fees refund if you cancel or change your membership type in accordance with this Section 9.2.

9.3 Should you choose to upgrade your membership level, you will be charged on a *pro rata* basis for the remainder of the period of your current membership.

10. Members Legal Assistance

10.1 Members may contact FSU Canada to request assistance and support if you believe that the manner in which you've exercised your legal right to free speech has caused you negative consequences, but note that active membership is not a prerequisite to obtaining legal assistance, in accordance with some provincial law society requirements. **FSU Canada is not able to take on all matters referred to it, so any assistance and support will be provided at the discretion of FSU Canada.** Any communications, and correspondence under these Terms between you and FSU Canada or our case workers or advisors contains general information about the law and legal practice and **is not legal advice and should not be treated as such, unless and until a Retainer Agreement has been signed by you, FSU Canada, and a lawyer employed or contracted by FSU Canada, at which point a licensed lawyer may begin to provide legal advice.**

10.2 We may send to you a Retainer Agreement (as defined at Section 5.3) which shall set out and limit any legal assistance which we may, in our discretion, provide to you through lawyers employed or contracted by FSU Canada. We may also, in our sole discretion, refer you to licensed external lawyers in our network to provide advice and/or representation, and any solicitor-client relationship is solely between you and that external lawyer and/or firm and subject to the terms of any retainer agreement they may require. We may set out the terms of that referral, including payment terms if we are providing a subsidy or crowdfunding assistance, publicity rights to your case, and other expectations, which you may or may not be required to co-sign. Under no circumstances will FSU Canada obtain or request a referral fee to or from external lawyers; however, we may expect lawyers who join our network to provide legal services at a reduced or set rate.

10.3 While FSU Canada takes all reasonable care to ensure that the information, suggestions and advice we, our case workers, employees, contractors and advisors give to you is accurate, directly or via our Website or other communications, we make no warranty or representation that the suggestions, advice or legal information we give to you is complete or free from errors or inaccuracies.

10.4 Our non-lawyer employees and contractors are not legally qualified and do not hold themselves out to be. As such, you should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information received from one of our case workers.

10.5 No lawyer-client, solicitor-client or attorney-client relationship shall be created through your membership or your interaction with our case workers or FSU Canada.

11. Our Rights to Use Your Information

11.1 In these Terms, "your information" means all information that you submit to us which relates to a *non-legal* matter with which you would like FSU Canada's support or assistance; and any materials which we prepare in relation to your non-legal matter. (Note that information pertaining to *legal* matters with which FSU Canada agrees to assist is subject to the terms of any Retainer Agreement.)

11.2 You grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and, **with your specific consent**, publish your information on and in relation to this Website, for example, in our newsletters to members. If you do not consent to us publishing your information, we will only refer to your matter anonymously, provided that it is sufficiently non-identifying.

11.3 You warrant that your information is true, accurate, lawful and not misleading.

12. Your Personal Data

12.1 How we use your personal data is explained in detail in our Privacy Policy, linked on the Home page on the Website.

12.2 During the course of your membership or if you correspond with us, through the Website or otherwise, we will need to use your personal data. We may provide your personal data to members of our Advisory Board(s) or other professional advisors who sometimes assist us with particular matters which match their expertise. If you do not want us to share your personal data with our Advisory Board(s), you can tell us this when you discuss your particular case with us. If so, we may not be able to provide you with the support you would like and expect. If you provide us with personal data relating to others, then you confirm to us that you have a lawful basis for doing so under relevant privacy legislation and/or with the consent of the data subject.

12.3 Any information which you give us regarding a case with which you require assistance will be received in confidence. This means that we must maintain the confidentiality of such information if you share it with us and can only tell others about it if you give your consent for us to do so (which we would obtain, if and when needed). The only exception is that statutory and other legal requirements may mean that we must

disclose your information to governmental or other regulatory authorities, e.g. organizations, whose rules we must meet, without your consent and without telling you that we have made the disclosure. Statutory and legal requirements are rules or regulations that an individual or organization must, by law, follow.

13. Rules About Any Content You Post on the Website or Discussion Board

- 13.1 In this Section, “your content” means any messages or posts you send or publish on the Website, or any discussion or message board hosted by FSU Canada.
- 13.2 You grant us the rights we need to send any messages or publish your posts on our Website.
- 13.3 You promise and agree that your content will not be unlawful, illegal or infringe on any person’s legal rights. In addition, please ensure your content is not:
 - (a) discriminatory on the grounds of race or religion or other protected grounds under applicable Human Rights Codes;
 - (b) depicting violence in an explicit, graphic or gratuitous manner;
 - (c) pornographic, lewd, suggestive or sexually explicit;
 - (d) spam or advertising; or
 - (e) objectively deceptive, fraudulent, threatening, abusive, harassing, or menacing.

14. Limited Warranties

- 14.1 We do not warrant or represent:
 - (a) the completeness or accuracy of any information published on our Website or provided by us (including during events);
 - (b) that the material on the Website, communicated at events or advice from us is up to date;
 - (c) that the Website will operate without fault; or
 - (d) that the Website or any service offered on the Website will remain available at all times.
- 14.2 We reserve the right to shut down the Free Speech Union of Canada and/ or stop publishing our Website at any time in our sole discretion without explanation. In the event of our doing this, we will make all reasonable efforts to refund your membership fee or ticket purchase price in accordance with Section 9.1.

15. Limitations and Exclusions of Liability

- 15.1 The Free Speech Union of Canada shall not be liable to you for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, goodwill or data, or any other damages, whether based in

contract, tort (including negligence), or breach of statutory duty. This exclusion applies regardless of whether the damages arise from the use or inability to use the services and/or information provided, including our Website, or from any other cause whatsoever.

- 15.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 15.3 We will not be liable to you in respect of any losses you suffer which you have contributed to as a result of your own breach of these Terms, including but not limited to your breach of section(s): 4.2; 11.3; 12.2 or 13.
- 15.4 The membership services we provide to you are only for you. Nobody else can rely on our advice (or see a copy of it) for any purpose without our written permission. We owe no duties to anyone but you, and we will not be liable to you or to any third party for any loss suffered by you or any third party as a result of you sharing with any third party any suggestions, advice or legal information which we provide to you under these Terms or the terms of any Letter or Retainer Agreement, as described herein.
- 15.5 You accept that we have an interest in limiting the personal liability of our officers, directors and employees and having regard to that interest, you agree that you will not bring any claim personally against our advisors, members, contractors, officers, directors or employees in respect of any losses you suffer in connection with the Website or these Terms. This will not limit or exclude the liability of the Free Speech Union of Canada itself for the acts and omissions of our officers, employees and contractors, subject to the limitations or exclusions contained herein or by law.

16. Breaches of These Terms

- 16.1 Without prejudice to our other rights under these Terms, if you act in a way which we consider to be damaging to the reputation and goodwill associated with the Free Speech Union of Canada and/ or breach these Terms in any way or act in a way which is contrary to the values set out in our Statement of Values on the Website, or if we reasonably suspect that you have breached these Terms in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your membership benefits and access to events and/ or the membership area of the Website;
 - (c) cancel any tickets you have purchased, terminate your membership and permanently prohibit you from re-joining FSU Canada;
 - (d) prevent you from attending an event organized by FSU Canada, or require you to leave an event which is in progress;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or delete your membership account on our Website and bar you from purchasing tickets to attend future events.

17. Third Party Websites and Organizations

- 17.1 Our Website includes hyperlinks to other websites owned and operated by third parties; and our case workers may refer you to other organizations who may be able to help you. Such hyperlinks and/or referrals are not recommendations.
- 17.2 We have no control over third party websites and their contents or third-party organizations, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

18. Trademarks

- 18.1 Our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and any such use may constitute an infringement of our rights.
- 18.2 The third party registered and unregistered trademarks or service marks on our Website are the property of their respective owners and, unless stated otherwise in these Terms, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

19. Variation

- 19.1 We may revise these Terms from time to time. The publication date of these Terms is at the top. If you are a member, we will notify you by email of any material change to these Terms. If you do not agree with such material changes, you may terminate your membership by using the Account management section of the Website and we will refund you any *pro rata* amount of unused membership fees. Any non-material change to these Terms will be notified via our Website.
- 19.2 We will not file a copy of these Terms specifically in relation to each member and, if we update these Terms, the version to which you originally agreed will no longer be available on our Website. We recommend that you consider saving a copy of these Terms for future reference.

20. Assignment

- 20.1 You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.
- 20.2 You may not, without our prior written consent, assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

21. Severability

- 21.1 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 21.2 If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Third Party Rights

22.1 A contract under these Terms is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

23. Law and Jurisdiction

23.1 These Terms shall be governed by and construed in accordance with the laws of British Columbia, Canada.

23.2 Any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts and/or tribunals of British Columbia, Canada.

24. Our Details

24.1 This Website is owned and operated by Free Speech Union of Canada. We are incorporated under the *Canada Not-for-Profit Corporations Act*, as Corporation number 1651724-2. We are also registered under the *Societies Act* in British Columbia as registration number XS0081488, and our registered office is at 1600-925 Georgia Street West, Vancouver, BC, V6C 3L2.

24.2 You can contact us:

- (a) by mail to: Free Speech Union of Canada, Unit 342, 5-112 Elizabeth Street, Toronto, ON, M5G 1P5
- (b) using our Website contact form;
- (c) by telephone, at (905) 288-9305; or
- (d) by email, to info@fsucanada.ca.