

Terms of Service

Effective date: 2021-01-01

The following terms and conditions ("Terms") govern all use of the Tiki.org website and all content, services, and products available at or through the website, including, but not limited to tiki.org and its associated subdomains, (taken together, our "Services"). Any mention of Tiki.org in this agreement include and mean Tiki.org and *any* of the associated subdomains. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [Tiki.org's Privacy Policy](#)) and procedures that may be published from time to time by the Tiki Association (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

"We" refers to the [Tiki Software Community Association](#), or "the Tiki Association", throughout this agreement.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by the Tiki Association, acceptance is expressly limited to these Terms.

Our Services are not intended for children. Access to and use of our Services is reserved for those over the age of 13 (or 16 in the European Union). If you are younger than this, you are not allowed to register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (16 years or older in the European Union).

Use of our Services requires a Tiki.org account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

Tiki.org

- **Your Tiki.org Account and Content.** If you create content on Tiki.org such as a wiki page, or a post in a blog, a forum post, a comment, upload file, etc., then, to the extent that is possible as a user of the Services, you are responsible for maintaining the security of your account and that content, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must immediately notify the Tiki Association of any unauthorized uses of your account, or any other breaches of security. The Tiki Association will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you author a wiki page, or a blog post, or post in the forums, comment on a blog, post any material to Tiki.org, post links on Tiki.org, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using Tiki.org, you represent and warrant that your Content and conduct do not violate these Terms. By submitting Content to the Tiki Association for inclusion on Tiki.org or its subdomains, you grant the Tiki Association a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content under the [CC BY-SA 2.5](#) unless stated otherwise. This license allows the Tiki Association to make publicly-posted content available to third parties. If you submit a request to delete Content, which you may or may not have submitted accidentally and which you cannot remove yourself, the Tiki Association will use reasonable efforts to remove it from Tiki.org for you, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, the Tiki Association has the right (though not the obligation) to, in the Tiki Association's sole discretion, (i) reclaim your username due to prolonged inactivity, (ii) refuse or remove any content that, in the Tiki Association's reasonable opinion, violates any Tiki Association policy or is in any way harmful or

objectionable, or (iii) terminate or deny access to and use of Tiki.org to any individual or entity for any reason.

1.2. Responsibility of Visitors

The Tiki Association has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, the Tiki Association does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. The Tiki Association disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

1.3. Fees

- No Services offered by the Tiki Association require a fee.

1.4. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Tiki.org links, and that link to Tiki.org. The Tiki Association does not have any control over those non-Tiki.org websites, and is not responsible for their contents or their use. By linking to a non-Tiki.org website, Tiki Association does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Tiki Association disclaims any responsibility for any harm resulting from your use of non-Tiki.org websites and webpages.

1.5. Third-Party Services

Currently Tiki.org websites use the following third-party services:

- BigBlueButton
- Google Analytics
- Piwik (self hosted OpenSource data analytics solution)

For more information about the third-party services usage and privacy policy see our [Privacy Policy](#) page.

You may enable additional services, products, software (like themes or plugins), or applications developed by a third party or yourself ("Third Party Services") for use in conjunction with a Tiki Association service or product.

If you use any Third Party Services, you understand that:

- Third-Party Services are not vetted, endorsed, or controlled by the Tiki Association.
- Any use of a Third-Party Service is at your own risk, and we shall not be responsible or liable to anyone for Third-Party Services.
- Your use is solely between you and the respective third party ("Third Party") and will be governed by the Third Party's terms and policies. It is your responsibility to review the Third Party's terms and policies before using a Third-Party Service.
- A Third-Party Service may request or require access to your (yours, your visitors', or customers') data. If you grant access, your data will be handled in accordance with the Third Party's privacy policy

and practices. We do not have control over how a Third-Party Service may use your data. You should carefully review the Third-Party Services' data collection, retention, and use policies and practices before enabling Third-Party Services.

- Third-Party Services may not work appropriately in conjunction with a Tiki Association service or product, and we may not be able to provide support for issues caused by any Third-Party Services.
- If you have questions or concerns about how a Third-Party Service operates, or need support, please contact the Third Party directly.

1.6. Copyright Infringement and DMCA Policy

As the Tiki Association asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Tiki.org violates your copyright, you are encouraged to notify the Tiki Association. The Tiki Association will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. The Tiki Association will terminate a visitor's access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Tiki Association or others.

1.7. Intellectual Property

This Agreement does not transfer from Tiki Association to you any Tiki Association or third-party intellectual property, and all rights, title, and interest in and to such property will remain (as between the parties) solely with the Tiki Association. The Tiki Association, Tiki.org, the Tiki.org logo, and all other trademarks, service marks, graphics and logos used in connection with Tiki.org or our Services are trademarks or registered trademarks of the Tiki Association. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Tiki Association or third-party trademarks.

1.8. Changes

As we update our Services, we may have to change the legal terms under which our Services are offered. The Tiki Association reserves the right to modify this Agreement at any time. If we make changes that are material, we will try to notify you by posting on one of our blogs, news articles, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms that were in place when the dispute arose.

1.9. Termination

The Tiki Association may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Tiki.org account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

1.10. Disclaimer of Warranties

Our Services are provided "as is." The Tiki Association and its suppliers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the Tiki Association nor its suppliers makes any warranty that our Services will be error-free or that access thereto will be continuous or uninterrupted.

1.11. Jurisdiction and Applicable Law

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or

use of our Services will be governed by the laws of the province of Ontario, Canada.

1.12. Limitation of Liability

In no event will the Tiki Association, or its suppliers, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; or (iii) for interruption of use or loss or corruption of data. The Tiki Association shall have no liability for any failure or delay due to matters beyond our reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

1.13. General Representation and Warranty

You represent and warrant that your use of our Services:

- Will be in strict accordance with this Agreement;
- Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the United States or the country in which you reside, privacy, and data protection); and
- Will not infringe or misappropriate the intellectual property rights of any third party.

1.14. Indemnification

You agree to indemnify and hold harmless the Tiki Association, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

1.15. Translation

The original language of these Terms of Service is English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

1.16. Miscellaneous

This Agreement constitutes the entire agreement between the Tiki Association and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of the Tiki Association, or by the posting by the Tiki Association of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Originally adapted from

<https://github.com/Automattic/legalmattic/blob/master/Terms%20of%20Service/WordPress.com/EN-Terms-of-Service.md>

See also [Privacy Policy](#).

Related

- <http://tosdr.org/>

alias

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