

VITA TERMS OF SERVICE

The VITA Toolkit Service is a hosted web service that provides data management software, object hosting, a discovery layer and hosted website for online digital collections and objects. The VITA Toolkit Service (hereinafter referred to as “VITA” or “the Toolkit Service”) is operated by OurDigitalWorld (hereinafter referred to as “ODW”), previously known as ODW.

Definitions

See Appendix A

Acceptance of Terms

This Terms of Service agreement is a legal agreement governing the provision of the VITA Toolkit Service to a subscribing entity (hereinafter referred to as “the Subscriber”). By using the Toolkit Service, the Subscriber agrees to become bound by the terms and conditions of this agreement. The Subscriber is accountable for all aspects of meeting the terms of agreement, fees, and other organizational decisions. An individual must be delegated by the Subscriber to act as the Site Manager and primary contact for all communications regarding the VITA Toolkit Service.

Access to the Service

- VITA is a web-based service, and access is obtained using a secure login and password. After accepting this Terms of Service, ODW will establish an Agency profile and Site(s) based on information provided by the Subscriber.
- A primary user account will be established for the Subscriber’s Site Manager. Thereafter, the Site Manager or a delegate or delegates assigned to the agency are responsible for creating and managing other user accounts and their security levels for that agency in VITA; ODW is not responsible for user accounts after initial set up.
- Access to the service is 24/7, however ODW reserves the right to temporarily suspend access to the service for security or maintenance reasons.

Intellectual Property of Subscriber Content

We claim no intellectual property rights over the material (such as data, images, text, audio, video files or other content) that the Subscriber makes available using VITA. The Subscriber retains editorial control over the contributed material and all rights according to the status of the objects in the Subscriber’s digital collection. Records can be updated, changed or deleted by the Subscriber at any time via the web interface. All content—intellectual and digital files—hosted by ODW remains the responsibility of the contributing Subscriber; however, ODW retains the right to act on behalf of any complainant to make non-public any content that is illegal or infringes on any party's rights until the matter can be resolved between the complainant and the Subscriber.

Copyright

The Subscriber retains all copyright to material to which the Subscriber holds copyright to and makes available through VITA. All content made available via VITA must comply with Canadian Copyright Law (or according to the Subscriber's national Copyright laws).

- The Subscriber is solely responsible for any content contributed, created, transmitted or publicly displayed by its Agency while using the Services or for the consequences of those actions.
- ODW has no responsibility to the Subscriber or to any third party for any content contributed, created, transmitted or publicly displayed by the Subscriber's Agency while using the Toolkit Service or for the consequences of those actions.
- The Subscriber agrees to resolve conflicts with all end users directly, when and if necessary. ODW staff is not responsible for mediating conflicts between the Subscriber and the end users of the Subscriber material.

Fees

The VITA Toolkit Service is based on paid subscriptions and may include specific fees for non-standard uses, such as full run digitized newspapers, as agreed on a case-per-case basis.

- The VITA Toolkit Service includes web-based data management software, hosting and discovery services and toolkit user support services. The fees for the VITA Toolkit Services are not license fees for the data management software or the public display software.
- Fee plans are outlined in Appendix B.
- Fees are subject to change. The Subscriber will be notified of any fee change at least one month in advance of any fee increases taking effect.
- Fee plans have different rates. If the Subscriber wishes to change plans part way through a subscription term, the fee will be pro-rated for the remainder of that term.

Payment

Subscription is on an annual basis from the date of registration. Semi-annual payment is also available as agreed on a case-per-case basis.

- Annual Subscriber invoices are based on chosen fee plan, storage usage and newspaper page count as determined on the first of the month before the anniversary of the subscription year.
- Payment is to be received in full no later than two (2) weeks after the start of the subscription year.

Renewals

- Annual subscriptions are automatically renewed on the anniversary of the subscription date unless the Subscriber notifies ODW to cancel the service.

Privacy

- ODW agrees to keep all internal contact information private. Only Subscriber-designated information will be exposed for end user use.
- ODW agrees not to sell or otherwise distribute any contact information accumulated through subscriptions to VITA to any third parties.

Changes to the service

We may occasionally make changes to the service, or to the terms of this agreement. In the event of any changes to either the service or the agreement we will notify the Subscriber via email and by providing a notice in the VITA Toolkit Network.

Effective term of the service

- This Agreement becomes effective on the date of acceptance by the Subscriber for the initial term of one year.
- This Agreement remains in effect and will be renewed annually unless canceled by either the Subscriber or ODW.

Liability and Indemnity

- While ODW makes every effort to back up all data provided through VITA, ODW shall have no liability for loss or destruction of copies of digital content provided by the Subscriber. The Subscriber is solely responsible for maintaining appropriate back-up copies of any digital files or data hosted by ODW.
- The Subscriber agrees to indemnify ODW, its officers, employees and agents against all claims, lawsuits, losses, damages, expenses, or other costs (including legal fees) in connection with the performance of this Agreement.
- ODW agrees to indemnify the Subscriber, its officers, employees and agents against all claims, lawsuits, losses, damages, expenses or other costs (including legal fees) in connection with the performance of this Agreement.

Cancellation of service

- The Subscriber may cancel their subscription to the VITA Toolkit Service at any time. There is no cancellation fee.
- ODW will remove the Subscriber site from public view up to but no more than one month after receiving notification to cancel the billing account.
- ODW can cancel the service to a Subscriber by providing one month's notice to the Subscriber and a pro-rated refund for the remainder of the annual subscription.
- In the event that the Toolkit Service is canceled, ODW staff will make every effort to export and deliver all Subscriber data.