

# Terms of Service

**Last Updated: 1st December 2025**

These Terms of Service (“Terms”) govern your access to and use of the *TogetherKGO* website, application, and related services (“Service”), operated by [*The East Scarborough Storefront*] (“we,” “us,” or “our”), based in Ontario, Canada. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

The purpose of *TogetherKGO* is to connect a fragmented food system to improve access to resources and enhance communication between and among service users, grassroots groups and nonprofit organizations. Users are expected to contribute **accurate, good-faith information** and to interact respectfully with others.

## Use Submitted Content

You may submit content, including text, data, posts, comments, or other material (“User Content”). By submitting User Content, you agree that:

1. You **own** the content or have the right to submit it.
2. You grant us a **non-exclusive, worldwide, royalty-free, transferable, perpetual license** to use, reproduce, distribute, modify, display, and create derivative works from your User Content for the operation and promotion of the Service.
3. You are **solely responsible** for the accuracy, legality, and appropriateness of your User Content.

We do not guarantee the accuracy of User Content and are not responsible for any reliance placed on it.

## User Representations and Warranties

By using the Service, you represent and warrant that:

1. All information you submit is **truthful, accurate**, and provided **in good faith based on your honest belief**.
2. You will use the Service only for lawful purposes and in accordance with these Terms.

## Prohibited Conduct

Users agree not to engage in any of the following prohibited activities:

1. **Submitting false, misleading, or deceptive information**, including content the user knows or reasonably should know is inaccurate.
2. **Attempting to manipulate, interfere with, or disrupt the platform**, its data integrity, or other users' experience.
3. **Engaging in abusive, harassing, threatening, or otherwise harmful behavior** toward any individual or group.
4. **Submitting spam, bulk submissions, automated postings, or using bots or scripts** to generate or transmit content.
5. **Submitting content or engaging in conduct that violates the intended purpose of the application** or undermines its proper functioning.

Violations may result in removal of content, user submission suspension, or submission blocking at our discretion.

## Moderation and Enforcement

We reserve the right, but not the obligation, to:

1. Review, screen, edit, or remove User Content.
2. Suspend or terminate accounts.
3. Implement automated or human moderation tools.
4. Enforce these Terms at our sole discretion.

We are not liable for any action taken in good faith to moderate the Service.

## Privacy

Your use of the Service is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your information in compliance with Ontario and Canadian privacy laws, including the **Personal Information Protection and Electronic Documents Act (PIPEDA)**.

You may request access to the personal data we hold about you and request corrections if necessary, in accordance with PIPEDA.

## Intellectual property

All content provided by us—branding, design, logos, text, graphics, and software—remains our property or the property of our licensors and is protected by Canadian and international intellectual property laws.

You may not reproduce or distribute our materials without prior written permission.

## Disclaimers

The Service is provided on an “**as-is**” and “**as-available**” basis. We make no warranties or representations regarding:

1. The accuracy or reliability of User Content
2. The availability of the Service
3. The suitability of the Service for any particular purpose

Use of the Service is at your own risk.

## Limitation of Liability

To the fullest extent permitted by Ontario and Canadian law:

1. **We are not liable for any indirect, incidental, consequential, special, or punitive damages** arising from or related to your use of the Service, your inability to use the Service, or any content accessed through the Service.

## Indemnification

You agree to indemnify and hold harmless *TogetherKGO*, its owners, employees, partners, and affiliates from any claims, damages, losses, liabilities, and expenses arising from:

- Your use of the Service
- Your User Content
- Your violation of these Terms
- Your violation of any laws or third-party rights

## Governing Law

These Terms are governed by the laws of the **Province of Ontario** and the **federal laws of Canada** applicable therein. Any disputes shall be resolved exclusively in the courts located in Ontario.

## Changes to These Terms

We may update these Terms periodically. We will notify users of material changes by posting the updated Terms on the Service with a new “Last Updated” date. Your continued use of the Service constitutes acceptance of the updated Terms.

## Contact Information

For questions or concerns about these Terms, contact:

*TogetherKGO*

*togetherkgo@gmail.com*

*East Scarborough Storefront, 4040 Lawrence Ave E, Scarborough, ON M1E 2R6*