

Heart of Our Community – Operating Principles and Terms and Conditions

Principles

We are building Heart of Our Community to give our communities a voice, a place where they are free to express ideas and plans for the places that they care about the most - home. We hope this will create a greater sense of connection and purpose within our communities. Heart of Our Community promotes community spirit by giving individuals greater power to share and connect, and certain principles guide Heart of Our Community in pursuing these goals. Achieving these principles should be constrained only by limitations of law, technology, and evolving social norms. We therefore establish these Principles as the foundation of the rights and responsibilities of those within the Heart of Our Community.

Ownership and Control of Information and Ideas

People own their ideas and any information pertaining to them. They have the freedom to share it with anyone they want and take it with them anywhere they want. They have the right to claim an idea as their own without the risk of others usurping or stealing them. They have the right to not be ridiculed or attacked for their ideas or opinions as long as those opinions do not infringe upon the rights of another person or organisation.

Fundamental Equality

Every Person - whether individual, community group, organisation, or other entity - have representation and access to services and information within the Heart of Our Community site, regardless of the person's primary activity. There are a single set of principles, rights, and responsibilities that apply to all individuals using the Heart of Our Community site.

Social Value

People have the freedom to build trust and reputation through their identity, ideas and opinions, and should not have their presence on the Heart of Our Community site removed for reasons other than those set out throughout this document.

Fundamental Service

People are able to use Heart of Our Community for free to establish a presence, connect with others, and share ideas with each other. Every person should be able to use the Heart of Our Community site regardless of his or her level of participation or contribution.

Common Welfare

The rights and responsibilities of Heart of Our Community and the people that use it is described later in this document, which should not be inconsistent with these principles.

Transparent Process

Heart of Our Community publicly makes available information about its purpose, plans, operations and terms and conditions.

Community Standards

Heart of Our Community gives people in our communities (and beyond) an opportunity to share their own ideas, to be inspired by the ideas of others, and begin discussions promoting their ideas for their towns. The conversation that happens on Heart of Our Community – and the opinions expressed here – mirror the diversity of the people using Heart of Our Community.

To balance the needs and interests of all users, Heart of Our Community protects expression that meets the community standards outlined in this document.

Please ensure you are familiar with these standards. They will help you understand what type of expression is acceptable, and what type of content may be reported and removed.

Violence and Threats

Safety is Heart of Our Community's top priority. You may not threaten to harm others, or organise acts of real-world violence. We will remove content and may escalate to law enforcement when we perceive a genuine risk of physical harm, or a direct threat to public safety. We also prohibit promoting, planning or celebrating any of your actions if they have, or could, result in harm to others, including financial, physical, social and emotional.

Bullying, Harassment and Defamation

Heart of Our Community does not tolerate bullying, harassment or defamation. We allow users to speak freely on matters and people of public interest, but will take action on all reports of abusive behaviour directed at private individuals, entities, companies, beliefs or symbols. Repeatedly targeting others with unwanted posts or messages is a form of harassment.

While we encourage you to discuss ideas, events, and practices, it is a serious violation to attack a person based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition.

Graphic Content

Individuals use Heart of Our Community to share ideas through photos, illustrations, renderings and concepts. We understand that graphic imagery is a regular part of concept art. Sharing any graphic content of a sadistic, violent or visceral nature is prohibited.

Nudity and Pornography

Heart of Our Community has a zero tolerance for the sharing of pornographic content and the display of nudity. It is not permitted to show any imagery involving acts or depictions of a pornographic nature or displays of nudity.

Identity and Privacy

On Heart of Our Community, people share ideas using their real identities. This culture creates accountability and builds trust and safety for everyone. Claiming to be another person, creating multiple accounts, or falsely representing an organisation undermines community and will not be tolerated. Finally, you may not publish other people's personal information.

Intellectual Property

Before sharing ideas and images on Heart of Our Community, please be sure you have the right to do so. We require that you respect copyrights, trademarks, and other legal rights.

Phishing and Spam

We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security. We also ask that you respect our members by not contacting them for commercial purposes without their consent.

Reporting Abuse

If you see something on Heart of Our Community that you believe violates our terms, you should report it to us immediately via the link provided above the 'Comments' section of the 'Ideas' page. Please keep in mind that reporting a piece of content does not guarantee that it will be removed from the site.

Because of the diversity of our communities, it is possible that something could be disagreeable or disturbing to you without meeting the criteria for being removed or blocked. For this reason, we ask for a full account of why the content offends you and we also ask for your patience while we investigate reports.

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the Heart of Our Community Principles (above), and is our terms of service that governs our relationship with users and others who interact with Heart of Our Community.

Privacy

1. Your privacy is very important to us. We will not use any personal information for any purpose other than within the confines of the Heart of Our Community site.

Sharing Your Content and Information

You own all of the ideas and opinions you post on Heart of Our Community. In addition:

1. For content that is covered by intellectual property rights, like photos and illustrations (IP content), you specifically give us the following permission: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Heart of Our Community (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you publish ideas or images using Heart of Our Community, it means that you are allowing everyone, including people who are not members of Heart of Our Community, to access and use that information, and to associate it with you (i.e., your user name and posted ideas).
4. We always appreciate your feedback or other suggestions about Heart of Our Community, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

Safety

We do our best to keep Heart of Our Community safe, but we cannot guarantee it. We need your help to keep Heart of Our Community safe, which includes the following commitments by you:

1. You will not post unauthorised commercial communications (such as spam) on Heart of Our Community.
2. You will not collect users' content or ideas, or otherwise access Heart of Our Community, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Heart of Our Community.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not use Heart of Our Community to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not do anything that could disable, overburden, or impair the proper working or appearance of Heart of Our Community, such as a denial of service attack or interference with page rendering or other Heart of Our Community functionality.
10. You will not facilitate or encourage any violations of this Statement or our policies.

Registration and Account Security

Heart of Our Community users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Heart of Our Community, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. You will not create any account to promote a local business for the purposes of advertising or commercial gain (excluding community events)
4. If we disable your account, you will not create another one without our permission.
5. You will not use your ideas page for your own commercial gain (such as selling a product via your idea page on Heart of Our Community).
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account.
8. You will not transfer your account to anyone..

9. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is inappropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post ideas or comments or take any action on Heart of Our Community that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Heart of Our Community if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you report any content or comments that you believe violates this statement or our policies via the link provided above the comments section of the ideas page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Heart of Our Community, the Heart of Our Community and 'hands' Logos), or any confusingly similar marks, except as expressly permitted with our prior written permission.
7. If you collect information from users without using the partition tool within Heart of Our Community, you will: obtain their written consent, make it clear you (and not Heart of Our Community) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Heart of Our Community.

Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Heart of Our Community.

Special Provisions Applicable to Pages

If you create an Idea Page on Heart of Our Community, you agree to our terms and conditions.

Special Provisions Applicable to Software

1. You will not modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license or we give you express written permission.

Amendments

1. This document can be changed at our discretion (by posting the change on the Heart of Our Community Site Terms and Conditions Page).
2. We can make changes for legal or administrative reasons, or to correct an inaccurate statement at any time.
3. Your continued use of Heart of Our Community following changes to our terms constitutes your acceptance of our amended terms.

Termination

If you violate the letter or spirit of this document, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Heart of Our Community to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

Disputes

1. If anyone brings a claim against us related to your actions, content or information on Heart of Our Community, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such a claim. Although we provide rules for user conduct, we do not control or direct users' actions on Heart of Our Community and are not responsible for the content, comments or ideas users transmit or share on Heart of Our Community. We are not responsible for any offensive, inappropriate, obscene, unlawful or

otherwise objectionable content or information you may encounter on Heart of Our Community. We are not responsible for the conduct, whether online or offline, or any user of Heart of Our Community.

2. We try to keep Heart of Our Community up, bug-free, and safe, but you use it at your own risk. We are providing Heart of Our Community as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Heart of Our Community will always be safe, secure or error-free or that Heart of Our Community will always function without disruptions, delays or imperfections. Heart of Our Community is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Other

1. If any portion of this document is found to be unenforceable, the remaining portion will remain in full force and effect.
2. If we fail to enforce any of this document, it will not be considered a waiver.
3. Any amendment to or waiver of this document must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under this document to anyone else without our consent.
5. All of our rights and obligations under this document are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
6. Nothing in this document shall prevent us from complying with the law.
7. This document does not confer any third party beneficiary rights.
8. We reserve all rights not expressly granted to you.
9. You will comply with all applicable laws when using or accessing Heart of Our Community.