

Universal Terms of Use

Universal Terms of Use

version 1.5 October 8, 2025

Thank you for being a part of Courthouse Libraries BC's Lawbster.net, an online community platform. To ensure the best possible experience for all users we require you to acknowledge and accept these Universal Terms of Use as a condition of your access to the Platform.

1. Definitions

"Administrator"

A CLBC director, officer, or employee, or any CLBC agent, contractor or subcontractor whose role requires access to the Platform

"CLBC Administrator Account"

The username, password, security permissions, and collection of data stored on the Platform associated with an Administrator

"CLBC"

Courthouse Libraries BC, incorporated as the British Columbia Courthouse Library Society

"Commercial Message"

Any message or other form of posted or uploaded content that contains promotional material, special offers, job offers, product announcements, or offer of services

"Community Guidelines"

The published Guidelines of a Community of Practice

"Community Leader"

A User whose Individual User Account includes additional security permissions needed to administer a particular Community of Practice. A Community Leader's role within a Community of Practice is defined by the Community Terms of Use of a particular Community of Practice.

"Community of Practice"

A group of Users with common professional legal interests and the areas of the Platform assigned to them by an Administrator. The Content and online services of Communities of Practice are managed by their respective CoP Steering Committees and Community Leaders, with Administrator support. Each Community of Practice is governed by its own Community Terms of Use and Community Guidelines, where applicable.

"Community Terms of Use"

Terms agreed to and binding on CoP Members as a condition of membership within a Community of Practice. Community Terms of Use are specific to a Community of Practice and are further to the Universal Terms of Use. Community Terms of Use may dictate membership eligibility requirements, contain information about the Community of Practice's governance, and/or establish specific rules or restrictions related to Content or CoP Member behaviour in relation to the Community of Practice.

"Content"

Any information available on the Platform for retrieval by a User, including web pages, comments, text, images, audio files, or other file formats

"CoP Member"

A User with an Individual User Account who meets the eligibility requirements for a Community of Practice and has agreed to its Community Terms of Use

"CoP Steering Committee"

The voluntary group of CoP Members responsible for the formation, governance and administration of a particular Community of Practice, including the appointment of Community Leaders. A CoP Steering Committee's role within a Community of Practice is defined by the Community Terms of Use of a particular Community of Practice and any terms of reference adopted by a Community of Practice.

"Guidelines"

The published rules, recommendations and best practices for Users interacting with the Platform's various online services

"Inactive Account"

An Individual User Account or Organizational User Account that has not accessed the Platform for a period of 365 consecutive days or longer.

"Individual User Account"

The username, password, security permissions, and collection of data stored on the Platform associated with a particular User who is an individual

"Infringing Content"

Content posted by a User in violation of applicable copyright, trademark and patent laws and regulations subject to applicable exemptions and defenses

"Organizational User Account"

The username, password, security permissions, and collection of data stored on the Platform associated with a particular User that is an organization

"Platform"

The online services offered by CLBC at <https://www.lawbster.net> and all associated data collections and network configurations

"Trusted Agent"

A User's staff member or associate who has read and agreed to these Universal Terms of Use to access and to whom that User has entrusted his or her login credentials with the permission to access and post Content to the Platform on that User's behalf.

"Universal Guidelines"

The Guidelines published by CLBC and applicable to all Users

"User"

An individual or organization that a) meets the eligibility requirements for the Platform, and b) has agreed to these Universal Terms of Use

2. Platform Purpose and CLBC Discretion in Maintaining Accounts

a. Statement of Purpose

CLBC operates the Platform as a large-scale intranet for the benefit of BC legal professionals and legal organizations. The Platform's purpose is to let Users:

- form and join Communities of Practice
- participate in an online space that respects user privacy, user content ownership, and data sovereignty concerns
- organize, share and discuss information related to the practice of law
- organize, advertise and discover opportunities related to the practice of law
- collaborate on law-related initiatives such as law reform, access to justice and joint research projects
- develop, coordinate and learn about continuing legal education programs

b. Account Rights and Eligibility

CLBC does not charge Users to access the Platform.

In general, any Administrator authorized by CLBC to administer the Platform will issue an Individual User Account to any individual who a) is referred by a Community Leader or CoP Steering Committee, or b) applies for an Individual User Account and is deemed to meet, in the opinion of the Administrator, the eligibility requirements for an existing Community of Practice.

Organizational User Accounts are issued under special arrangement only.

Because CLBC pays licensing and other costs to operate the Platform, and because these costs depend on the total number of Users, all Individual User Accounts and Organizational User Accounts are subject to CLBC's right to limit, withdraw, and/or prioritize the allocation of Individual User Accounts and Organizational User Accounts (including the right to prioritize between existing and/or prospective Users).

CLBC will make decisions under this section in good faith, but in its sole discretion, bearing in mind CLBC's Constitution and Bylaws, Strategic Plan and Board-approved values, fiduciary duties, and financial constraints, as well as which decisions best serve the Platform's Statement of Purpose (see 3.a above).

3. Terms of Use

a. Inappropriate Behaviour

Inappropriate Behaviour includes, but is not limited to, discourteous treatment of others. Inappropriate Behaviour includes any of the following activities:

- interfering with any other User's use of the Platform
- not treating one's own login credentials as confidential, or in any way sharing those login credentials with anyone who is not one's own Trusted Agent
- attempting to use another User's account without permission
- knowingly posting Infringing Content or Content that:
 - is obscene, offensive, inflammatory, libelous, derogatory, or intended to harm someone personally
 - contains false or misleading information
 - contravenes the Universal Guidelines, Community Terms of Use, or Community Guidelines to which that particular User is bound
- deleting, moving or making changes to Content posted by another User without express permission from that User except where expressly allowed by the Universal Guidelines or an Administrator, or in keeping with a particular Community of Practice's Community Terms of Use or Community Guidelines.

Inappropriate Behaviour is a breach of these Universal Terms of Use.

b. Notifications and Commercial Messages on the Platform

Users should not post Commercial Messages except where expressly allowed by a particular Community of Practice's Community Terms of Use or Community Guidelines. CLBC reserves the right to remove any Content that it deems to be a Commercial Message.

Users consent to receive necessary electronic communications from CLBC and third parties responsible for administering the Platform, and acknowledge that functional messages about their accounts or the Platform operations are deemed necessary.

Users also acknowledge that participation in any Community of Practice hosted on Lawbster.net involves receiving electronic messages from the CoP Steering Committee or Community Leader for purposes directly related to the operation and activities of the Community of Practice, and that some electronic messages might be deemed Commercial Electronic Messages.

Users consent to receive such electronic messages, which may include notices or invitations concerning:

- Community of Practice governance and community activities
- educational, networking, or professional-development opportunities relevant to the Community of Practice's area of practice, whether free or paid.

These messages may be delivered by email, banner alerts, or mobile push notifications through the Lawbster platform.

Users may set notification preferences to limit certain electronic messages, or contact an Administrator to withdraw consent. Withdrawal of consent may affect a User's ability to participate in a Community of Practice.

c. Privileged and Confidential Information

The Platform is neither designed nor suitable for protecting solicitor-client privilege or confidential information of any kind. Content posted to the Platform by Users should never disclose a client's confidential information or information that could indirectly identify a client.

Users agree not to forward or otherwise distribute Content unless expressly permitted by the Content owner or the Community Terms of Use for the Community of Practice where the Content is posted.

Users must not post Content that divulges confidential client information or engage in communications about the affairs of a client that may reveal the client's identity even though the client is not named.

Users are reminded of the ethical rules of confidentiality and client privilege, especially Rule 3.3 of the [Code of Professional Conduct for British Columbia](#). Users acknowledge that under no circumstances outside express waiver by the client would divulging confidential client information through the Platform be permitted by Rule 3.3.

Please note that even within a Community of Practice configured to restrict access to CoP Members, Content may be seen by Administrators.

Users who inadvertently post Content that divulges confidential client information must immediately delete the Content and send a notice to Administrators to request that they purge deleted Content.

d. Identity and Accountability for Access to Accounts

To ensure transparency and accountability:

- Users with Individual User Accounts must include their true name and use only correct information when setting up or making changes to their profiles
- Users with Organizational User Accounts must include profile information that accurately and completely identifies the organization and business unit where applicable

Users are welcome to allow Trusted Agents to use their accounts on their behalf. For Organizational User Accounts, this is expected.

Users must ensure that their Trusted Agents have read and agreed to comply with the Universal Terms of Use and all Community Terms of Use for Communities of Practice to which the agents will have access.

Users accept responsibility for the use of their accounts by Trusted Agents.

Organizational User Accounts must be setup with an email account that is easily and readily accessible to any Trusted Agent that becomes responsible for the Organizational User Account.

Users who lose control of their accounts or lose access to the email associated with their accounts will notify CLBC as soon as possible.

e. Terms May Change

CLBC reserves the right to change the Universal Terms of Use at any time. If Universal Terms of Use are changed, Users will be notified upon subsequent login and must signify their acceptance of the amended terms by clicking "I agree" before accessing the Platform.

f. Account Suspension and Termination

CLBC reserves the right to terminate or suspend access to any Individual User Account or Organizational User Account where CLBC deems that activity associated with the account constitutes a breach the Universal Terms of Use or any Community Terms of Use to which that particular User is bound.

g. Inactive Accounts

Because CLBC incurs a cost for maintaining each active account, CLBC reserves the right to deactivate Inactive Accounts.

4. Universal and Community Guidelines

Users are expected to read and be familiar with all Guidelines applicable to their use of the Platform and any Community of Practice that they are a CoP Member of. Users agree to be bound and use best efforts to abide by the Universal Guidelines and the Community Guidelines of any Community of Practice in which they are a member. Repeated refusal or failure to use best efforts to abide by applicable Guidelines despite warnings is a breach of the Universal Terms of Use.

Content posted by a User that does not comply with applicable Guidelines may be altered or removed by and at the sole discretion of an Administrator or Community Leader.

5. Copyright, Content Ownership, Privacy & Data Residency

Every user must comply with applicable copyright, trademark and patent laws and regulations. By posting content to the Platform, the User warrants that he or she owns the copyright to the content, has received permission from the copyright owner to post, or that doing so qualifies as fair dealing under the Copyright Act.

Users do not transfer copyright to CLBC by posting Content. Users grant CLBC the nonexclusive perpetual right and license to display, copy, publish, distribute, transmit, print and use Content that they post to the Platform and hold copyright to.

CLBC respects User privacy. Any personal information provided by Users, including and similar to name, address, telephone number and e-mail address will not be released, sold, or rented to any entities or individuals outside of CLBC except as noted below:

- **Our Service Providers.** CLBC may share personal information provided by Users with companies (including CLBC's affiliates) that perform services on CLBC's behalf, for example, companies that help process credit card payments. CLBC's service providers are required by contract to protect the confidentiality of the personal information CLBC shares with them and to use it only to provide specific services on CLBC's behalf.
- **Business Transfers.** Personal information may be transferred to another entity (either an affiliated entity or an unrelated third party) in connection with a merger, reorganization, dissolution or similar event. If such a transfer were ever to occur, the acquiring entity's use of your personal information will still be subject to this Agreement.
- **Government and Legal Disclosures.** CLBC may disclose the personal information collected through the Platform when, in good faith, disclosure is deemed appropriate to comply with the law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the Universal Terms of Use or other agreements that govern your use of Platform; or to protect the rights, property or safety of CLBC or others.
- **External Sites.** CLBC is not responsible for the content of external internet sites. Users are advised to read the privacy policy of external sites before disclosing any personal information.
- **Cookies.** A "cookie" is a small data text file that is placed in a User's browser and allows CLBC to recognize that User each time he or she visits the Platform (personalization, etc). Cookies themselves do not contain any personal information, and CLBC does not use cookies to collect personal information. Cookies may also be used by 3rd party content providers such as newsfeeds.
- **Risks of the Internet.** While CLBC will do its best to protect Users' personal information, CLBC cannot guarantee the security of any information that Users transmit and Users are solely responsible for maintaining the secrecy of any passwords or other account information. In addition other Internet sites or services that may be accessible through the Platform have separate data and privacy practices independent of CLBC, and therefore CLBC disclaims any responsibility or liability for their policies or actions. Please contact the providers of those sites or services directly with any questions about their privacy policies.

The Platform is hosted on servers located in British Columbia, Canada. Server logs and web logs automatically collect certain

information regarding Users, such as:

- the Internet Protocol (IP) address of Users' computers
- the IP address of Users' Internet Service Providers
- the date and time Users access the Platform
- the length of visits to the Platform
- the Platform pages Users access
- details of how Users use the Platform (such as search queries)
- cookies that may uniquely identify Users' browsers

This information may be used for internal analysis for management and website administration purposes, so that CLBC can better understand Platform usage and to improve Users' experience. This information may be used and archived for future use in order to facilitate the online experience.

6. Exemptions & Disclaimers

a. Content Monitoring & Disclaimer

Unless expressly stated, Content has not been approved by CLBC or Administrators, and does not represent the views of CLBC.

CLBC makes no warranties about the reliability, accuracy, completeness or integrity of Content. Neither CLBC nor Administrators screen Content posted by Users nor check it for legal accuracy or currency.

The Content is not legal advice.

In no event will CLBC or Administrators be liable for any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of the Platform or any Content.

b. Monitoring & Enforcement

Users may report Inappropriate Behaviour to CLBC or an Administrator. In the event CLBC discovers Content that CLBC, in its sole discretion, deems to be the result of Inappropriate Behaviour, CLBC reserves the right to remove or make changes to that Content.

CLBC reserves the right to suspend or terminate a User's account for Inappropriate Behaviour.

c. Indemnification

Each User agrees to indemnify, defend and hold CLBC and Administrators harmless from all claims and demands made by any third party due or related to:

- any Content that the User posts on the Platform, or
- the User's violation of the Universal Terms of Use or any Community Terms of Use.