



## Shared Services Program User Agreement

**Effective Date: June 27, 2024**

These Terms and Conditions govern the use of the Shared Services Program ("the Program") facilitated by Arts BC ("Program Provider"). When you purchase one or more of the Program services at any time, you ("User") acknowledge and accept the following terms and conditions, effective as of the day of your purchase.

**Shared Services:** The Program Provider offers a platform for the User to purchase services in areas including, but not limited to, bookkeeping set-up services and coaching, grant coaching and reviewing, graphic design, social media management, and administration support ("Services"). Access to and availability of services are not guaranteed.

**Service Team:** The Service Team is composed of Arts BC employees and independent contractors vetted and contracted by the Program Provider.

**User Eligibility:** The User must be either an artist or representative of an arts organization located in British Columbia (employees, Board members or volunteers). By agreeing to these terms, the User confirms their standing as an artist and/or arts worker/volunteer.

### **Initiating Service:**

- The User must complete an onboarding form (provided after purchase) prior to service commencement.
- The User is responsible for providing all required documents and access to relevant files and information in a timely manner by a mutually agreed-upon date between the User and the Service Team Member, as outlined in the onboarding documents. Failure to do so may result in delays in the delivery of the service or the inability to properly provide the service.
- Repeated failure to provide requested documentation or information may result in the cancellation of the service with no refund.

### **Service Delivery:**

- The Service Team Member will deliver the service as described in the product description.
- Response times, Service Team Member availability, and additional service details will be communicated to the User during onboarding.
- The Service Team Member will make every reasonable effort to ensure that the service(s) are delivered within the agreed-upon service hours/duration, adhering to or exceeding industry standards.

**Support and Communication:**

- The User agrees to communicate directly with the Service Team Member regarding any queries, issues, or support required in relation to the services provided. The User agrees to communicate with the Program Manager regarding any additional queries, issues or support required that the service provider cannot directly provide
- The User and the Service Team Member agree to responding to each other's inquiries related to the service within 24 business hours (Monday to Friday).
- In the event of a breakdown in communication or lack of response from the Service Team Member, the Program Provider reserves the right to intervene and facilitate communication between the User and the Service Team Member to ensure the timely resolution of issues.

**Meetings and Rescheduling:**

- The User will schedule meetings with the Service Team Member using a booking link. Meetings will occur via video conferencing.
- The User must provide at least 24 hours' notice when canceling or rescheduling a meeting.
- Depending on the Service Team Member's availability, missed meetings without proper notice may not be eligible for rescheduling.
- In the event that the Service Team Member misses a scheduled meeting, they will promptly notify the User and reschedule the meeting for the earliest convenience.

**Payments and Refunds:**

- All payments for Program services will be made to the Program Provider via the online storefront payment portal.
- Payments must be made to the Program Provider prior to the services being delivered.
- If the Service Team Member fails to deliver the agreed-upon service within the specified timeframe, the Program Provider will refund the User's payment proportionally, based on the delivered portion of the service. If service dependant meetings are cancelled by the Service Team Member and they cannot reschedule due to availability constraints, the Program Provider will notify the user immediately and issue a pro-rated refund, based on progress so far, if it is decided that the service should be canceled.

**Complaints:**

If the User encounters any issues with the Service Team Member, the services provided, or any other aspect of the program, they are encouraged to contact the Program Manager directly. Please send an email detailing the concern to [sharedservices@artsbc.org](mailto:sharedservices@artsbc.org). The Program Provider is committed to addressing and resolving issues promptly and effectively.

**Intellectual Property:**

- **Client-Owned Content:** Any graphics, designs, or other intellectual property created by the Service Team Member for the User as part of the Program shall be owned exclusively by the User. The Service Team Member and Arts BC hereby assigns all rights, title, and interest in such intellectual property to the User.
- **Arts BC/Service Team Member-Owned Templates:** Any templates, tools, or other materials provided by Arts BC and/or the Service Team Member to the User as part of the Shared Services Program shall remain the exclusive property of Arts BC and/or the Service Team Member. The User agrees not to distribute, share, or reproduce these materials without the prior written consent of the Service Team Member.

**Confidentiality and Data Security:**

Arts BC implements necessary measures to protect User data and use for only for the intended purpose. Compliance with these requirements is mandatory for all Service Team Members. Service Team Members must also comply with relevant data protection laws and regulations and promptly inform the Program Provider of any data breaches affecting User data.

**Limitation of Liability:** Arts BC will not be liable for any direct, indirect, incidental, special, or consequential damages resulting from anyone using the Program or Services. The User acknowledges that while Service Team Members endeavour to provide expert advice, it is based on the information provided by the User and may not always be accurate or suitable for all circumstances. Therefore, neither the Service Team Member nor the Program Provider will be held liable for any consequences arising from the reliance on such advice.

**Indemnification:** The User agrees to indemnify and hold harmless Arts BC, its directors, employees, and agents from any claims, damages, liabilities, and expenses arising from their participation in the Program.

**Termination:**

- The Program Provider reserves the right to terminate a User's access to the Program for breach of these Terms and Conditions, with or without notice.
- By using this program, the User agrees to abide by Arts BC's [Code of Conduct](#). Any violation of this Code of Conduct will result in the immediate termination of the User's access to the program without refund.

**Dispute Resolution:** Any disputes arising under these Terms and Conditions shall first be attempted to be resolved through mediation. If unresolved, disputes shall be submitted to arbitration in British Columbia.

**Amendments:** The Program Provider reserves the right to amend these Terms and Conditions at any time. Continued participation in the Program following any changes constitutes acceptance of the new Terms and Conditions.

**Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of British Columbia, Canada.

**Contact Information:** For any inquiries or concerns regarding these Terms and Conditions, please contact Arts BC at [operations@artsbc.org](mailto:operations@artsbc.org).

**Acceptance:** By participating in the Shared Services Program, the User signifies their acceptance of these Terms and Conditions.