

TERMS OF USE

Welcome to the ICPA Planning and Design Hub (“Hub”, “website”, “we”, “us”, “our”)

1. Introduction

The Hub strives to inspire, provoke, challenge and motivate architects and administrators to create better correctional facilities. Projects and resources regarding best practices are provided with a view to innovate in correctional planning, design and construction. The Hub also aims to connect people with various backgrounds and skillsets in order to enable fruitful discussions. The Hub provides its online services on the following terms. By continuing to access the ICPA Planning and Design Hub, you agree to be bound by the terms outlined below

2. Privacy policy

Any personal information you give us while using the website will be stored and used in accordance with the ICPA [Privacy Policy](#).

3. Online communities

While encouraging rigorous debate and the sharing of diverse opinions, the Hub expects community members to treat each other with respect and courtesy within all of its online services. You understand and agree the Hub has ultimate editorial control over all its online services. The Hub may edit, remove or exercise its discretion not to publish your contribution for legal, editorial or operational reasons including if the Hub considers it to be:

- a. defamatory, or otherwise unlawful or that it violates laws regarding harassment, discrimination, racial vilification, privacy or contempt;
- b. intentionally false or misleading;
- c. an infringement of intellectual property rights including copyright;
- d. abusive, offensive or obscene;
- e. inappropriate, off topic, repetitive or vexatious. For example, the Hub reserves the right to reject contributions that have been widely canvassed in the forum. It also reserves the right to reject contributions from participants who seek to dominate the discussion;
- f. compromising the privacy of any person or containing inappropriate personal information;
- g. seeking to endorse commercial products or services;
- h. seeking to directly solicit donations;
- i. deliberate provocation of other community members; or
- j. impersonating someone else and/or posting on behalf of a suspended member.

If you breach these Terms of Use, the Hub may block your account or contributions. The Hub values the role of its communities in guiding content standards and etiquette among members. If you have concerns about inappropriate content on the Hub you can alert the website moderator.

4. Uploading content

You represent, warrant, and agree that no content posted or otherwise contributed by you to the Hub violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

By contributing content onto the ICPA Planning and Design Hub, you acknowledge that you have received authorisation from the appropriate parties and owners of intellectual property of the content in question. Such parties from which authorisation might be required include architects, planners and corrections administrators.

5. Sharing content

The information and content shared on this website is intended for personal use and professional development. Content must not be shared on other platforms, online or otherwise without prior consent from the relevant authors and owners of intellectual property.

6. Infringement and reporting content

The Hub respects the rights of intellectual property owners. If you believe that any content infringes your intellectual property rights or other rights, please notify us. We may in our absolute discretion take actions without prior notification to the contributor of that Content. If the contributor believes that the content is not infringing, the contributor may submit a counter-notification to the Hub with a request to restore the removed content.

7. Limitation of liability

We are not liable to you or anyone else for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; and (b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (x) resulting from loss of use, data, or profits, whether or not foreseeable, (y) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (z) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury.

8. Registration

You may be required to register an account with a certain level of membership in order to access and/or contribute to certain Hub online services. Any identifying or contact details required for registration will only be used in accordance with our Privacy Policy. The Hub may refuse registration of users whose suggested login names are considered inappropriate, impersonating another person or attempting to create multiple accounts for or on behalf of a suspended member. You may terminate your account at any time by unsubscribing (where that option is available) or by contacting the Hub. However, your content may continue to be

available online after termination. The Hub may suspend or block your account if you breach the Terms of Use.