

## **TERMS OF USE**

### **ACCEPTANCE**

This Terms of Use Agreement ("Agreement") is a legal agreement between you and Quality Continuous Improvement Centre for Community Education and Training, operating as The Centre for Education and Training ("TCET").

This Terms Of Use Agreement ("Agreement") states the terms and conditions under which you may access and use this website and its content (the "Website"). By accessing and using this Website, you are indicating your acceptance of, and agreement to be legally bound by, this Agreement. If you do not accept this Agreement, you must not access or use the Website.

TCET may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement. We will indicate at the top of this page the date this Agreement was last revised.

### **NO PROFESSIONAL ADVICE**

Information made available on the Website in any form is for informational purposes only. It is not, and should not be taken as legal or any other kind of advice or an offer to sell or buy any product or service. You should not rely on, or take or fail to take any action, based upon this information. Never disregard professional advice or delay in seeking professional advice because of something you have read on the Website.

The Website may not be used to request advice or to transmit to TCET any confidential information. Information transmitted to TCET through the Website may not be secure, may not be treated as confidential, and does not create any relationship or duty of any kind. You should not send confidential or sensitive information by the Internet or e-mail unless you take appropriate precautions, such as the use of encryption.

### **OWNERSHIP OF CONTENT**

All materials displayed or otherwise accessible through the Website, including but not limited to text, graphics, videos, photos, trademarks, logos and other materials (collectively, "Content") are protected by copyright and trade-mark laws, and are owned by a TCET entity and/or their licensors, or the party accredited as the provider of the Content. Except as granted in the limited licence herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of any Content, whether in whole or in part, is prohibited without the express prior written consent of TCET. Your use of the Website and/or any Content does not grant or transfer to you any ownership or other rights in the Website and/or any Content, and except as expressly provided, nothing herein or within the Website and/or any Content shall be construed as conferring on you or any other person or entity any license under any TCET or any third party intellectual property or other rights. Any rights not expressly granted to you in this Agreement are expressly reserved.

### **LIMITED LICENCE**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, fully revocable, non-transferable and non-exclusive licence to access, view and use the Website for

your personal, non-commercial use, and are granted the right to download, store and print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright, trade-mark and other notices contained in such Content. This limited license does not include any rights not specifically enumerated herein. Your limited license to use the Website and the Content is automatically revoked upon termination or expiration of this Agreement (whichever occurs first). You agree that you will not use the Website or any Content for any purpose that is unlawful.

## **LINKS**

The Website may contain links to third-party websites, pop-ups, apps, micro-sites, offer pages or similar third-party on-line links (collectively, "Third-Party Sites"). These links are provided solely as a convenience to you and not as an endorsement by TCET of the contents of such Third-Party Sites. TCET is not responsible for the content of any Third-Party Sites, nor does it make any representation or warranty of any kind regarding any Third-Party Sites including, without limitation: (i) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness, security, suitability of any content on any Third-Party Sites; (ii) any representation or warranty regarding the merchantability and fitness for a particular purpose of any material, content, software, goods, or services located at or made available through such Third-Party Sites; and (iii) any representation or warranty that the operation of the Third-Party Sites, will be uninterrupted or error free, that defects or errors in such Third-Party Sites will be corrected, or that such Third-Party Sites will be free from viruses or other harmful components. You also understand and agree that the TCET Privacy Policy is applicable to TCET and while you are using the Website and is not applicable to your use of Third-Party Sites. Once you are linked to another website, you should read the privacy policy of that website before disclosing any Personal Information (as defined in the Privacy Policy).

## **LIMITATION OF LIABILITY**

Subject to applicable law, in no event shall TCET, or any of its employees, consultants, representatives, officers, directors, agents, or licensors ("TCET Released Parties") be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages or any loss or damages in the nature of or relating to lost business, lost savings, lost data and/or lost profits, arising from your use of, reliance upon, or inability to use the Website and/or the Content, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if TCET knew of or ought to have known of the possibility of such damages.

## **DISCLAIMER OF WARRANTIES**

Subject to applicable law, the Website and the Content is provided "as is" and "as available", without warranty or condition of any kind, either express or implied. TCET expressly disclaims all warranties and conditions, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, quiet enjoyment, accuracy, completeness, or non-infringement in respect to the Website and the Content, to the fullest extent permissible under applicable law. Without limiting the generality of the foregoing, while TCET endeavors to provide Content that is correct, accurate and timely, no representations or warranties are made regarding the Website and/or the Content including, without limitation, no representation or warranty that (i) the Website or the Content will be compatible with your computer, mobile or other device and/or software; (ii) the Website or the Content will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (iii) that the operation of the Website will be

uninterrupted or error-free, (iv) that defects or errors in the Website or the Content will be corrected, (v) that the Website or the Content will be free from viruses, Trojan horses, malware, worms or other harmful components, and (vi) that communications to or from the Website will be secure and/or not intercepted. You acknowledge and agree that you are using the Website and the Content, if applicable, at your own risk and liability.

## **RELEASE AND INDEMNITY**

To the fullest extent permissible under applicable law, you hereby agree to release each of the TCET Released Parties from, and in no event shall any or all of the TCET Released Parties be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever or arising from your use of the Website (including any breach by you thereof), the Content or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Website and the Content. You will indemnify and hold each of the TCET Released Parties harmless from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Website, the Content or otherwise relating to this Agreement (including any breach by you thereof). You will also indemnify and hold the TCET Released Parties harmless from and against any claims brought by third parties arising out of your use of Content from this Website. You agree that the applicable TCET Released Party(ies) may assume the defense and control of any matter for which you are required to indemnify the TCET Released Parties and you agree to cooperate, at your cost, with our defense of these claims. You agree not to settle any matter without the prior written consent of the applicable TCET Released Party(ies).

## **PRIVACY POLICY**

TCET treats personal information that you submit through this Website in accordance with its Privacy Policy. Please read and review the TCET Privacy Policy, which describes the privacy policy and practices of TCET in detail, as such policy may be amended from time to time by TCET. TCET advises you to check the Privacy Policy on a frequent basis for changes. By using the Website or providing us with personal information, you consent to the use of your Personal Information by TCET in accordance with the terms and for the purposes set forth in the Privacy Policy.

## **SECURITY AND CONFIDENTIALITY**

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. TCET cannot guarantee security of any communication to or from the Website. TCET does not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet, other forms of networks or otherwise while using the Website. In no event will any information you provide on or through the Website be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part. You should take reasonable and appropriate precautions to ensure compatibility of any website you visit with your specific computer, mobile or other device. TCET does not assume any responsibility or risk for your use of the internet.

## **TRADEMARKS**

TCET and the TCET logo are trade-marks of TCET. Other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may constitute registered or unregistered trade-marks of TCET or third parties. Our trade-marks may be unregistered or registered in Canada. Any use of such trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on the Website (including, without limitation, the Content) may be construed as granting, by implication, estoppel, or otherwise, any license to use any trade-mark(s). You agree that you will not take any actions inconsistent with TCET ownership of, or any third party's ownership of, the trade-marks.

While certain trade-marks of third parties may be used by TCET under licence, the display of third party trade-marks on the Website should not be taken to imply any relationship or licence between TCET and the owner of said trade-mark or to imply that TCET endorses the wares, services or business of the owner of the said trade-mark.

## **GOVERNING LAW AND JURISDICTION**

Subject to applicable law, by accessing or using the Website, you agree that all matters relating to your access to, or use of, such Website and its Content shall be governed by the laws of the Province of Ontario and the federal laws of Canada, without regard to conflict of laws principles, and you agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of such Website.

## **TERMINATION**

TCET may, in its sole discretion, cancel or terminate your right to use the Website, or any part of the Website, or any Content, at any time without notice. In the event of termination, you are no longer authorized to access the Website, the part of the Website, or Content affected by such cancellation or termination. The restrictions imposed on you with respect to both Content and the Website set out in this Agreement shall survive. TCET shall not be liable to any party for such termination.

## **THIRD PARTY RIGHTS**

For the purposes of Canadian law, the TCET Released Parties shall be recognized as third party beneficiaries in respect of the benefit of the indemnities given by you in this Agreement.

## **CHANGES TO THIS AGREEMENT**

TCET may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend this Agreement in any manner.

## **GENERAL**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being

invalidated in any way. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. TCET will not be considered to have waived any of its rights or remedies described in this Agreement unless the waiver is in writing and signed by TCET. No delay or omission by TCET in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. The failure of TCET to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the right of TCET to subsequently enforce such provision or any other provisions of this Agreement. The headings used in this Agreement are included for convenience only and have no legal or contractual effect.

## **OTHER MATTERS**

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and TCET relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and TCET with respect to your use of the Website.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressement que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*