

# TERMS OF USE

This Terms of Use (the “**TOU**”) comprise a legal agreement between Deschool Online Inc. (“**DESCHOOL**”, “**we**”, “**our**”, or “**us**”) and you, the person accessing and using this Site, on your own behalf (“**you**”). This TOU sets forth the legally binding terms and conditions for the use of DESCHOOL’s websites, including but not limited to, <https://deschool.ca/> (collectively, the “**Site**”) and its official social media sites (e.g. <https://www.instagram.com/deschoolonline/>) that are owned, operated and maintained, directly or indirectly, by DESCHOOL, and all other sites owned and operated by DESCHOOL, all subdomains provided through the Site or such other website, and all downloadable applications, features, functionality, content or information that is made available or provided by DESCHOOL.

All material provided on the Site is intended for informational purposes only and should not be used to replace either official documents (except where the material on the Site is explicitly identified as comprising the official version of a document), nor the advice of a qualified professional.

By accessing, browsing, subscribing to or otherwise using the Site, you agree to comply with the TOU in this agreement, as amended from time to time.

## 1. **UPDATES AND AMENDMENTS**

DESCHOOL reserves the right to change, modify or amend this Agreement, or add or remove portions of the Site and any Products and Services, at any time and you agree to be bound by such changes, modifications, additions or deletions. The current version of this Agreement will be posted on [www.deschool.ca](http://www.deschool.ca) at all times. Please check back frequently to see any updates or changes to this Agreement. Your continued use of the Site following the posting of changes will constitute your agreement to be bound by such changes.

## 2. **PRIVACY**

DESCHOOL collects personal information through the Site. Your personal information will only be used for DESCHOOL’s internal purposes, for the purposes for which it was collected and for purposes to which you have given your consent. DESCHOOL’s collection, use and disclosure of your personal information is governed by its Privacy Policy

### **3. SECURITY**

Any information sent or received over the internet is generally not secure. DESCHOOL does not guarantee the security of any communication to or from the Site.

You may be issued a user name and password (collectively, your “account”) in order to access certain sections of the Site and/or certain products and services available through the Site (the “Products” and “Services” respectively). You are responsible for maintaining the confidentiality of your account, and for all activities that occur through the use of your account. You agree to: (a) immediately notify DESCHOOL of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. DESCHOOL will not be liable for any loss or damage arising from your failure to comply with this section. You may be issued a new password or required to change your password from time to time.

### **4. OWNERSHIP OF THE SITE CONTENT**

Except for public domain material, all content and material on and/or forming part of the Site from time to time, including all text, information, links, graphics, audio, video, animation, logos, trademarks service marks and trade names, and the design and arrangement thereof, and all source code and software (collectively referred to as the “Content”), are protected by copyright, trademark and other laws, and are owned or controlled by DESCHOOL or its licensors. All rights not expressly granted to you in this Agreement are reserved. You agree that any copy of the Content, or any part thereof, which you make shall be solely for your private, non-commercial use or for such other use as may be authorized in writing in advance by DESCHOOL, and shall retain all copyright and other proprietary notices in the same form and manner as on the original.

### **5. PROHIBITED CONDUCT**

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2. renting, leasing, sublicensing or transferring any rights in the Site or the Content;
3. removing any proprietary notices or labels on the Site or the Content;
4. using the Site and/or Services to breach any applicable law, including, without limitation, privacy and anti-spam laws;

5. violating, plagiarizing or infringing on the rights of DESCHOOL or any third party, including copyright, trademark, privacy, contractual or other personal or proprietary rights;
6. any unauthorized use of the Content (including use on any other website or networked computer environment); and
7. engaging in any conduct which DESCHOOL, in its sole discretion, determines to be detrimental to its interests, including, without limitation, acting or failing to act in a manner contrary to this Agreement, or intentionally interfering with the Site or DESCHOOL's computer systems.

Engaging in prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws.

## **6. DISCLAIMERS**

### **A. NO WARRANTIES**

THE SITE, THE CONTENT AND THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, DESCHOOL DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND IMPLIED WARRANTIES AND CONDITIONS ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE. DESCHOOL DOES NOT WARRANT THAT THE SITE OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DESCHOOL DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SERVICES, MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL DESCHOOL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE.

### **B. LINKED SITES**

DESCHOOL shall have no responsibility or liability to you in connection with third party websites accessible by links posted on the Site ("Linked Sites"). Access to Linked Sites

is at your own risk and DESCHOOL is not responsible for the availability, accuracy or reliability of the contents of any Linked Site or any link posted on a Linked Site. DESCHOOL provides links to you only as a convenience, and the inclusion of a link does not imply endorsement of the Linked Site or any products, services, materials or statements contained or referred to thereon by DESCHOOL.

## **7. LIMITATION OF LIABILITY**

You agree that DESCHOOL and its Board of Governors, officers, employees, representatives, agents, licensors and licensees shall not be liable to you for any damages of any kind arising from your use or inability to use the Site, any Products or Services or any Linked Sites or your reliance on any Content. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including, but not limited to, direct, indirect, special, incidental, consequential or punitive damages. In no event shall DESCHOOL's total liability to you for all damages, losses, and causes of action, whether in contract, tort (including but not limited to negligence) or otherwise, exceed any amounts paid by you to DESCHOOL to access the Site in the month immediately preceding the event giving rise to such liability.

## **8. INDEMNITY**

You agree to indemnify, defend and hold harmless DESCHOOL and its directors, officers, employees, representatives, agents, licensors and licensees, from any damages, losses, costs and expenses (including reasonable legal fees), incurred in connection with any third party claim or demand alleging or improper use of the Site or based upon your breach of this Agreement or your violation of any law or the rights of such third party. DESCHOOL reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by DESCHOOL.

## **9. TERMINATION**

DESCHOOL may, in its sole discretion, terminate or suspend your access to all or part of the Site, the Content and/or any Products or Services for any reason, including, without limitation, your breach of the Agreement or transmission of any unsolicited advertising materials.

## **10. COOKIES**

“Cookies” are small text files stored on your computer to identify your browser. You agree that DESCHOOL has the right to monitor and review your use of the Site from time to time, and to use “cookies”, “log files” and your “browsing data” in accordance with the Privacy Policy.

## **11. SUBMISSIONS**

You agree not to submit, publish, transmit, display, disseminate or otherwise communicate any libelous, defamatory, inaccurate, abusive, threatening, offensive or illegal material while connected to or otherwise using the Site or any Service.

Transmission of such material shall constitute a material breach of this Agreement. DESCHOOL does not and cannot review every submission posted by users and is not responsible for, nor does it endorse, such submissions. You acknowledge that any submissions may be edited, removed, modified, published, transmitted and displayed by DESCHOOL or the administrators of the Site, in their sole discretion. Users remain solely responsible for the content of their submissions.

By submitting content to any area of the Site, you grant DESCHOOL and its affiliates a royalty-free perpetual, irrevocable, transferable, non-exclusive right (including any moral rights) and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display and otherwise use such content, in whole or in part, worldwide in all manner and media (whether now known or later developed). You represent and warrant that you have, or the third party holder of the moral rights in such content has, completely and effectively waived all such rights and that you have the lawful right and authority to grant the licence granted herein. You also authorize any user of the Site to access, display, view, store and reproduce such content for personal use.

## **12. NO HARMFUL USE**

You agree not to introduce into or through the Site any information or material which may be harmful to others. You warrant that information or material that you provide to the Site electronically through your access to or use of the Site does not infringe the rights of any person or entity. Without limiting the generality of the foregoing, you shall not:

- upload, post, transmit, publish or distribute any material or information to the Site which contains a computer virus or other code, files or programs intended in any manner to disrupt or interfere with the functioning of the Site;
- use the Site in such a manner as to gain unauthorized entry or access to the computer systems, networks or information of others, or attempt to gain unauthorized entry or access to any password-protected or restricted areas of the Site or DESCHOOL'S computer or network systems;
- violate any law or regulation or any generally accepted Internet practice or interfere with any other Site user's ability to use the Site and any of the services or products provided on the Site;
- forge, alter or modify in any way any of the agreements, policies or other information posted or accessible within the Site;
- transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable or that may invade another's right of privacy; or
- delete or revise any material posted by any other person or entity.

### **13. THIRD PARTY WEBSITES**

Third-party websites accessed by hyperlink/hypertext on our Site have been independently developed by parties other than DESCHOOL and DESCHOOL does not endorse or warrant the accuracy of information contained herein. For greater certainty, DESCHOOL has not investigated, verified or monitored the information contained in such third party sites. You are strongly advised to check the terms of use and the privacy policies of these external websites, applications or resources before making use of them.

## **14. JURISDICTIONAL ISSUES**

Access to the Site, the Content and the Products and Services is not permitted where prohibited by law. If you choose to access this Website and/or use the Products or Services, you do so on your own initiative and are responsible for compliance with applicable laws.

## **15. GENERAL**

This Agreement and your use of the Site shall be governed and construed by the laws of the Province of Ontario and the federal laws of Canada applicable therein notwithstanding your domicile, residency or physical location. Any dispute arising under this Agreement shall be resolved exclusively by the courts located in the Province of Ontario. You agree not to bring any legal action against DESCHOOL in any jurisdiction except the Province of Ontario and you shall submit and consent to such jurisdiction. If any provision of this Agreement shall be deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement between you and DESCHOOL in connection with your use of the Site. Any failure to insist upon or enforce strict performance of any provisions of this Agreement is not to be construed as a waiver of any provision or right. Your use of the Site is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and DESCHOOL other than that of independent contractors.

## **16. CONTACT**

If you have any questions or comments about this TOU, please contact us at [ritu@deschoolonline.com](mailto:ritu@deschoolonline.com). Company may provide notices or communications to you on the Site and you agree that such notices shall constitute notice to you whether or not you actually access the notice.