

VOLUNTEER TORONTO END USER LICENSE AGREEMENT

PLEASE READ THIS VOLUNTEER TORONTO END USER LICENSE AGREEMENT (“EULA”) CAREFULLY BEFORE FIRST ACCESSING ANY PAID OR FREE COURSE(S) ON THE VOLUNTEER TORONTO ONLINE LEARNING CENTRE WEBSITE (THE “OLC WEBSITE”) WITH YOUR USER ACCOUNT.

THIS EULA PROVIDES IMPORTANT INFORMATION CONCERNING USE OF THE OLC WEBSITE, PROVIDES YOU WITH A LICENSE TO ACCESS AND USE ONE OR MORE COURSE(S) AVAILABLE ON THE OLC WEBSITE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY FIRST ACCESSING ANY COURSE ON THE OLC WEBSITE, YOU ARE ACCEPTING AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ACCESS, VIEW, DOWNLOAD, OR COPY ANY COURSE ON THE OLC WEBSITE, AGREE TO THIS EULA, OR OTHERWISE USE THE ANY COURSE ON THE OLC WEBSITE.

BEFORE FIRST ACCESSING OR USING ANY PAID OR FREE COURSE(S) ON THE OLC WEBSITE, YOU MUST READ THIS EULA IN ITS ENTIRETY AND SIGN THIS EULA.

1. Definitions

(a) “Course” means one (1) paid course and include zero (0) or more free course(s) on the Volunteer Toronto Online Learning Centre website at <http://www.volunteertorontolearning.org/> (the “OLC website”). Course shall also include: (a) any modified versions, updates, or upgrades of the course that may be made available and licensed to you by Volunteer Toronto; and (b) any additional content made available to you by Volunteer Toronto on the OLC Website.

(b) “Intellectual Property Rights” means Canadian and foreign rights associated with patents and patent applications, copyrights, copyright registrations, trademarks, service marks, industrial design rights, rights in trade secrets and confidential technical or business information, and any similar or equivalent rights to the foregoing anywhere in the world.

(c) “You” “you” and “your” mean: (i) you as an individual if you are accessing and using the Course in your own personal capacity, or (ii) if you are accessing or using the Course on behalf of an organization, a company or other entity, you and the entity for whose benefit you are accessing and using the Course.

2. Grant of License

(a) In consideration of a payment of ONE HUNDRED (\$100) Canadian dollars, Volunteer Toronto hereby grants you a limited, non-sub-licensable, non-exclusive, non-transferable right to access and use for personal or internal business purposes the Course for a duration of one (1) year (the “User License Term”). For greater clarity, the right to access and use the Course shall not include commercial uses.

(b) The Course is limited to: (1) one (1) paid Course as selected by you; and (2) any free course(s) made available to you at Volunteer Toronto’s sole and absolute discretion.

(c) The Course is licensed, not sold.

(d) Volunteer Toronto shall provide a user account to you for accessing and using the Course. If you are accessing or using the Course on behalf of an organization, a company or other entity, all employees of the organization, the company or other entity are entitled to share the user account for accessing and using the Course during the User License Term, provided that the employees accessing and using the Course are authorized by you to

access and use the Course. For greater clarity, an employee shall exclude an independent contractor.

(e) You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Course or any part thereof. Your only rights to the Course and any part thereof shall be those rights expressly licensed or granted to you under this Agreement. Any rights not expressly granted under this Agreement are reserved.

3. Ownership and Limits to Use

(a) The Course will remain at all times the sole and exclusive property of Volunteer Toronto. Any copy made in accordance with this EULA must indicate the ownership of Volunteer Toronto. All rights not specifically granted in this EULA, are reserved. In order to protect the rights of Volunteer Toronto, you undertake to comply with the following conditions:

- i. you shall not reproduce, transmit, or provide access to the Course that is not authorized by this EULA;
- ii. you shall not loan, sell, distribute, or create derivative works of all or any part of the Course;
- iii. you shall use the Course in compliance with all applicable laws and not for any unlawful purpose; and
- iv. you shall not modify or alter in any manner the Course or take part in any such an effort initiated by a third party.

4. Feedback

(a) You may provide feedback to Volunteer Toronto about the Course. Unless Volunteer Toronto otherwise agrees in writing, you hereby agree that Volunteer Toronto shall own all feedback, notes, comments, suggestions, ideas, concepts, and changes that you provide to Volunteer Toronto regarding the Course and all associated intellectual property rights (collectively the "Feedback") and you hereby assign to Volunteer Toronto all of your right, title and interest thereto. You will not knowingly provide Volunteer Toronto any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with Volunteer Toronto with respect to signing further documents and doing such other acts as are reasonably requested by Volunteer Toronto to confirm that Volunteer Toronto owns the Feedback and to enable Volunteer Toronto to register and/or protect any associated intellectual property rights and/or confidential information.

5. Personal Information and Privacy

(a) You agree that Volunteer Toronto may collect, use, and disclose your personal information in order to set up and maintain the user account.

6. Limitation of Liability

(A) THE COURSE IS PROVIDED TO YOU AS IS. VOLUNTEER TORONTO DISCLAIMS ALL LIABILITY AND, OTHER THAN WHAT IS EXPRESSLY SET OUT IN THIS EULA, VOLUNTEER TORONTO OFFERS NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, RELATING TO THE USE, PERFORMANCE, OR RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF THE COURSE. IN NO EVENT WILL VOLUNTEER TORONTO BE HELD LIABLE FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL RESULTING FROM THE USE OF THE COURSE,

INCLUDING, WITHOUT LIMITING THE PRECEDING, THE LOSS OR ALTERATION OF DATA, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, AND LOSS OF EMPLOYEE WORK TIME. THIS EXCLUSION OF THE LIABILITY OF VOLUNTEER TORONTO WILL PREVAIL EVEN WHEN YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. Representations of Volunteer Toronto

(a) Volunteer Toronto represents for your benefit that:

- i. it is duly authorised and holds all rights necessary to execute this EULA and there are no legal, judicial, or contractual limitations preventing its execution; and
- ii. the content of the Course are original works that, to Volunteer Toronto's knowledge, do not violate any copyright.

8. Confidentiality

(a) You acknowledge and agree that the Course was: (i) developed at considerable time and expense by Volunteer Toronto; and (b) that the Course contains confidential information including the trade-secrets of Volunteer Toronto.

(b) You expressly undertake to use the confidential information relating to the Course you receive in conformity with the EULA and to hold such information in confidence without disclosing it to any third party during this EULA and at all times subsequent to its termination or expiration for whatever reason.

9. Termination

(a) If you breach any of the terms and conditions of this EULA or refuse or neglect to pay the applicable license fees, Volunteer Toronto will have the right to terminate this EULA immediately. You undertake in such an event to cease using the Course and destroy all digital and physical copies of the Course.

10. Entire Agreement

(a) All prior proposals, understandings, and other agreements, whether oral or written between the parties that relate to this subject matter are hereby superseded and merged into this EULA. No variation of this EULA shall be effective unless in writing and signed by an authorized signatory of each of the parties.

11. Severability

(a) It is the intent of the parties that in case any one or more of the provisions contained in this EULA shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this EULA, and this EULA shall be construed as if such invalid or unenforceable provision had never been contained herein.

12. No Waiver

(a) If either party should waive any breach of any provision of this EULA, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13. Governing Law

(a) This EULA is to be governed by and construed under the laws of the Province of Ontario, Canada, excluding any body of law governing conflicts of law. The parties agree that the

United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this EULA. Any disagreement or dispute arising out of or relating to this EULA, or the breach thereof, which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties.

14. Force Majeure

(a) Any delay or nonperformance of any provision of this EULA (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this EULA, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

15. Assignment

(a) Volunteer Toronto may assign this EULA without notice to you. You shall not assign this EULA in whole or in part without the prior written consent of Volunteer Toronto and any assignment without Volunteer Toronto's prior written consent shall be null and void and of no effect. Volunteer Toronto may perform all obligations to be performed under this EULA directly or may have some or all obligations performed by its contractor or subcontractors.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signed:

(Volunteer Toronto)

(Licensee)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____