

# Terms of Use

## RoadSMARTS4Kids Program

[www.ottawasafetycouncil.ca/RS4K](http://www.ottawasafetycouncil.ca/RS4K)  
<https://ottawasafetycouncil.smarteru.com/>

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## Contents

Terms of Use .....	1
Terms of Use .....	3
Background .....	3
Legal Agreement .....	3
1. Purpose .....	4
2. Acceptance and Modification of Terms .....	4
3. Children .....	4
4. Accounts and Passwords .....	4
5. License .....	5
6. Use of the e-Learning Courses & Teaching Resources .....	5
7. Suspension and Termination of Access .....	6
8. Content .....	6
9. Use Restrictions .....	6
10. Personal Information .....	7
11. Use of Cookies .....	7
12. Support .....	7
13. Platform and Services Provided “AS IS” .....	7
14. Disclaimer of warranties and limitation of liability .....	8
15. Indemnity .....	9
16. Intellectual Property .....	9
17. Links .....	9
18. Jurisdiction .....	10
19. Waiver .....	10
20. Entire Agreement .....	10
21. Interpretation .....	10

22. Severability .....	10
23. Electronic Documents .....	11
24. Conformance with Law .....	11
25. Termination .....	11
26. Contact / Notices .....	11
27. Assignment .....	12

# Terms of Use

## RoadSMARTS4Kids Program

**PLEASE READ THESE TERMS OF USE CAREFULLY. BY REGISTERING TO ACCESS THE OTTAWA SAFETY COUNCIL'S ROADSMARTS4KIDS DIGITAL EDUCATION RESOURCES AND E-LEARNING PROGRAMS (THE "PLATFORM"), YOU ARE ACCEPTING THE TERMS OF USE OF THE OTTAWA SAFETY COUNCIL'S WEBSITE AND THE PLATFORM. THESE TERMS OF USE (THE "TERMS OF USE") COMPRISE A LEGAL AGREEMENT BETWEEN YOU AND THE OSC.**

**THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THIS IS A LEGAL DOCUMENT.**

### Background

The Ottawa Safety Council ("OSC") is a charitable organization. It is governed by the *Canada Not-for-profit Corporations Act*. Its purpose is to provide road safety education opportunities for children, parents and educators. The OSC developed educational resources and e-learning courses which are made available online through a website and learning management system (the "Resources"). The Resources are protected by copyright under the laws of Canada.

### Legal Agreement

These Terms of Use comprise a legal agreement between the Ottawa Safety Council ("Company", "we", "our", or "us") and you, the person accessing and using the Resources ("you").

These Terms of Use apply to the OSC's RoadSMARTS4Kids digital education Platform including but not limited to, [www.ottawasafetycouncil.ca/RS4K](http://www.ottawasafetycouncil.ca/RS4K) and/or <https://ottawasafetycouncil.smarteru.com/> and any mobile or tablet application as well as third-party websites used by the OSC that is owned, operated and maintained, directly or indirectly, by the OSC, and all other sites owned and operated by the OSC that redirect to the Platform, all subdomains provided through such other sites or the Platform, and all downloadable applications, mobile applications, tablet applications, features, functionality, content or information that is made available or provided by the OSC.

BY USING THE PLATFORM OR THE RESOURCES YOU ARE DEEMED TO HAVE READ AND ACCEPT THE TERMS OF USE, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS OF USE WHICH SHALL GOVERN YOUR ACCESS AND USE OF THE PLATFORM AND THE SERVICES (AS DESCRIBED BELOW). IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THE PLATFORM OR THE SERVICES AND MUST EXIT THE PLATFORM.

If you are accessing and/or using the Platform on behalf of another individual, or as a consultant or agent of a third party, you represent and warrant that you have the authority to act on behalf of and bind such individual or third party principal to these Terms of Use.

In consideration of the mutual promises and agreements contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you agree as follows:

## 1. Purpose

The Platform is made available to you for the purpose of providing you with information and certain services such as educational resources and e-learning courses. All services and events provided by the OSC to you by means of your use of the Platform are hereafter referred to as the “Services”.

## 2. Acceptance and Modification of Terms

The Platform and Services are offered subject to acceptance of all of the terms and conditions contained in these Terms of Use and the OSC’s Privacy Policy (the “Privacy Policy”). The OSC reserves the right to modify or replace the Terms of Use. Should we wish to modify or replace these Terms of Use, we will post an updated version on our Platform. We recommend that you check this Platform periodically in order to review our current Terms of Use. You can tell if these Terms of Use have changed by checking the effective date that appears at the top of these Terms of Use. Depending on the circumstances, we may also decide to send you a notice in other ways at our discretion, such as via email or other contact information you have provided that the Terms of Use were changed. If you continue to use our Platform after the Terms of Use changed or notice of the change has been given, you will be deemed to have accepted such changes.

## 3. Children

The Platform and Services may be used by people of all ages, including those under the age of thirteen (13). If you are under the age of 18, consent to the Terms of Use must be obtained from your parent(s) or guardian(s) in order to use and access the Platform and Services.

NTD: Since the terms of use is a legal agreement, anyone under 18 must obtain the consent of their parent/guardian because no one under the age of 18 has the legal authority to enter into a contract.

## 4. Accounts and Passwords

To access certain Services and/or use certain parts of the Platform, you may need to create an account. As part of the process to create, register and maintain your account, you must provide the OSC with certain current, complete, and accurate registration information, including your e-mail address and other data or information that has been requested by the OSC during the account registration process (“Registration Data”). In some cases (such as accessing the e-learning courses), Registration data is collected by a third-party software provider called “SmarterU Enterprise Learning Management System”. Information collected through “SmarterU Enterprise Learning Management System” and your use of “SmarterU Enterprise Learning Management System” website and services is subject to “SmarterU Enterprise Learning Management System” [terms of use](#) and [privacy policy](#). In these Terms of Use, “Personal Information” means any information about an identifiable individual, such as your name, e-mail address, Province, School, preferred language and any data about you that you elect to provide through the Platform and any other information that identifies who you are. Registration Data and Personal Information will be used by us solely in accordance with these Terms of Use and our Privacy Policy.

You agree that you will and are solely responsible to: (a) maintain and update such Registration Data as necessary in order to keep such information current, complete, and accurate; (b) maintain the confidentiality of any passwords or other account identifiers which you choose or that are assigned to

you as a result of any registration or account creation with the Platform; and (c) be responsible for all activities that occur under such account. Further, you agree to immediately notify us of any unauthorized use of your password or account in the event that the confidentiality of your password or your account is compromised. Failure to comply with this paragraph may result in immediate termination of your account.

You acknowledge that the Platform and Services are for your exclusive use only. Use or sharing of your User Name and Password by another user is not permitted and is cause for immediate termination of your account.

## 5. License

As noted above, the Resources are owned by us and are our exclusive property. We grant you a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable right and license to: (a) access the Platform for the purpose of receiving the Services in accordance with these Terms of Use; and (b) access, view and print any information and documentation made available on the Platform, for your personal, non-commercial and informational use only to assist you in the access and use of the Platform and Services.

## 6. Use of the e-Learning Courses & Teaching Resources

We have provided you with a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable licence to the Resources and the Platform. E-learning courses and teaching resources on the Platform are solely for your personal, non-commercial use; you may not use the e-learning courses or educational resources on the Platform in any way in exchange for monetary consideration. Individuals other than you may not access or view this electronic file or use supporting materials, whether electronically or in print. You are permitted online access to the e-learning course and education resources and may download, save, or print one hard copy of discreet sections of the text, search results, or other information from the e-learning courses and education resources solely for your personal, non-commercial use, provided you include all copyright and other proprietary rights notices that appear on the original and that you include a customary bibliographic citation, including author attribution, date, article title, and the URL [www.ottawasafetycouncil.ca/RS4K](http://www.ottawasafetycouncil.ca/RS4K). You may not disseminate any portion of the training through electronic means, including emails lists or bulletin boards, without our prior written consent.

You may only use this online access in a way that conforms to all applicable laws and regulations. Except as expressly granted, you acquire no right, title or license in the E-learning courses and education resources or the content or other data or materials incorporated in the E-learning courses and education resources and may not sublicense, sell, or resell the whole or any part of the E-learning courses and education resources or its contents. Except as expressed granted by these Terms of Use, you may not reproduce, transmit, distribute, or use the E-learning courses and education resources or the content or other data or materials incorporated in the E-learning courses and education resources without the OSC's permission. You may not commingle any portion of the E-learning courses and education resources with any other information and shall not edit, modify, or alter any portion. For permission to copy beyond what is expressly provided in these Terms of Use, and/or to reprint articles or any other content offered via the E-learning courses and teaching resources, contact the Ottawa Safety Council.

Any violation of this or abuse of the policies of the E-learning courses and education resources will result in the immediate and permanent cessation of access to all OSC's servers and services and of your license to use the E-learning courses and teaching resources and will be pursued to the fullest extent permitted under all applicable laws, treaties, and conventions.

Except for the limited licenses and rights expressly granted to you in the Terms of Use, these Terms of Use do not grant you any other right or license, whether express or implied, by estoppel, or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right of us or any third party. We may terminate this license at any time for any reason whatsoever.

## 7. Suspension and Termination of Access

We may suspend or terminate your access to the Platform immediately without prior notice and without further obligation or liability to you if, in our sole discretion, we determine you have breached these Terms of Use. We may also suspend your access to the Platform or terminate these Terms of Use at any time without written notice to you for any reason whatsoever. If the Terms of Use are terminated for any reason, you are still bound by these Terms of Use.

## 8. Content

The Platform may include images, text, works, audio files, sounds, e-learning courses, videos and other content and data that are owned by third parties ("Third Party Content"). You agree that all of the terms and conditions of these Terms of Use relating to the Platform apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms of Use. We are not responsible, and assume no liability, for any Third Party Content.

All content and data made available by us through the Platform, including any Third Party Content, (the "OSC Content") is owned solely and exclusively by the OSC and/or third parties. You may not: (a) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the OSC Content; (b) market, sell, re-sell or make commercial use of the Platform or any OSC Content; (c) systematically collect from the Platform and use any OSC Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or (d) make derivative uses of the Platform or the OSC Content.

If you make any information, data or content available to us on or through the Platform, including by contacting us, or providing comments or ideas on or about the Platform or the Services ("User Content"), you are deemed to grant us a non-exclusive, transferable, sub-licensable, irrevocable, royalty-free, perpetual, worldwide license to store, use, copy reproduce, modify, adapt, edit, translate, publish, perform and display any such User Content that you make available on, through, or in connection with the Platform without any payment or restriction.

## 9. Use Restrictions

You agree that when using the Platform you will not: (a) except as expressly permitted by these Terms of Use, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to the Platform; (b) use the Platform to provide the benefit of the use of your account, if any, to or for any other person; (c) to the maximum extent permitted by applicable law, interfere with or circumvent any copyright or other technical protection mechanism or

reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Platform or any software or technology or content forming part thereof; (g) post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law; (h) use the Platform or Services to harvest addresses, send spam or otherwise breach these Terms of Use or the Privacy Policy; (i) use any spider, robot or other automated or electronic agent to monitor or copy web pages or any content from the Platform or for any other purpose in connection with your access to and use of the Platform; (j) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Platform or to shut down, overload or overwhelm the Platform; (k) copy, republish or redistribute any part of the Platform, including by caching, framing or similar means, without the prior written consent of The Company; or (l) take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful content to or through the Platform, including content that is harassing, hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates, promotes, or encourages inappropriate activity, conduct that would be considered a criminal offence, or conduct that would give rise to civil liability or violate any law.

## 10. Personal Information

You agree that your use of the Platform and the Services is subject to the terms of our Privacy Policy, which is incorporated into these Terms of Use by reference into, and forms an integral part of, the Terms of Use. By agreeing to the Terms of Use or by using the Platform, you expressly consent to the collection, storage, use and disclosure of your information, including your personal information, according to the Privacy Policy.

If you, for any reason, collect, store or process personal information when using the Platform, you must comply with all applicable privacy and data protection laws, taking into account the nature of the information to be processed. You agree and warrant that you are solely responsible when using the Platform and Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable the EU General Data Protection Regulation (“GDPR”) and the EU e-Privacy Directive/Regulation), including any consent and notice requirements and that you have conducted, and will at all times conduct, your business and your use of the Services, in compliance with all applicable privacy laws, including but not limited to the GDPR.

## 11. Use of Cookies

You agree that we have the right to monitor and review your use of the Platform from time to time, and to use “cookies”, “log files” and your “browsing data” in accordance with the Privacy Policy.

## 12. Support

We may in our discretion, without any obligation to do so and subject to the limitations of these Terms of Use (or as may be posted on the Platform from time to time), provide you with troubleshooting support concerning your use of the Platform and any Services.

## 13. Platform and Services Provided “AS IS”

You understand and agree that the platform, the Services, any OSC content and other information, data and materials available on the Platform or provided as part of the Services are provided on an “as is” and “as available” basis and, except to the extent expressly provided for herein and permitted under applicable law, we expressly disclaim all representations or warranties or conditions of any kind or

nature whatsoever, whether express or implied, and whether arising by statute or otherwise in law, from a course of dealing or usage of trade, and including without limitation, any implied warranties or conditions, any condition or warranty of merchantability, title or non-infringement of third parties rights and any condition or warranty of fitness for a particular purpose.

We do not offer advice or recommendations concerning information or data contained in any Services or the OSC Content and any actions taken, or failures to act, in reliance on any of the OSC Content (or otherwise on the Services) by you or any other person is your sole responsibility and liability. We specifically make no representations or warranties that the Platform or any of the Services (including the provision of any the OSC Content) will be accurate, reliable, compatible with your computer or electronic device, or complete or will be provided on an uninterrupted, timely, secure or error-free basis or that any errors can or will be corrected or that any services, the OSC Content, data or the results derived therefrom will meet your requirements or expectations or that the platform and its server are free of viruses and other harmful elements.

Except as otherwise agreed in writing, we and our affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through the platform.

If you are dissatisfied with the Platform, the Services or with any of the terms, conditions, guidelines, practices or policies of the OSC in operating the Platform and in providing the Services, you agree that your sole and exclusive remedy shall be to discontinue using the Platform and Services.

#### 14. Disclaimer of warranties and limitation of liability

Consumer protection laws in Québec prohibit any stipulation that would relieve a merchant from the consequences of his or her own action. If you are a Québec consumer, to the extent prohibited under Quebec law, this section 14 does not apply to you to the extent that it would relieve us or our representative(s) of liability for any action of us.

In no event whatsoever shall any of the OSC, its directors, officers, employees, members, affiliates, agents and third-party contractors, suppliers and licensors (each a “OSC Party” and collectively, the “the OSC Parties”) be liable for any special, exemplary, punitive, consequential, incidental or indirect damages of any kind or nature whatsoever that are suffered or incurred in any connection with the use of Platform or Services or any inability to use this Platform or the Services (including in any connection with the transmission or downloading or storage of any data or submissions to or from the platform or the use of, or reliance on, any the OSC Content or other information or data contained on or provided through the Platform or Services, or loss of or damage to files or data or any costs of recovering or reproducing any files or data or loss of use or lack of availability of services or any business interruption or loss of revenue or profit or any other consequential economic loss whatsoever) however caused and regardless of the form or cause of action and whether or not foreseeable, even if the OSC Parties or any of them has been informed in advance or ought reasonably to have known of the potential for such damages.

The OSC shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the OSC’s reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.



The terms and conditions of these Terms of Use that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms of Use. You agree that the limitations of liabilities set out in these Terms of Use are fair and reasonable in the circumstances.

The foregoing limitations of liability and damages set forth are fundamental and form the basis of the bargain between the OSC and you.

### 15. Indemnity

You agree to defend, indemnify, and hold harmless the OSC Parties from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from your: (a) breach of these Terms of Use, Privacy Policy and any policies incorporated by reference herein; (b) access to the Platform or use of the Services; (c) provision of User Content, Registration Data or other disclosure to us of any other information or data and the use of same by us or other OSC Party as contemplated hereunder, including but not limited to any allegation or claim that such User Content or Registration Data infringes the intellectual property of other proprietary rights of any third party; and (d) breach of any laws, regulations or third party rights.

### 16. Intellectual Property

The Platform and any content provided by us on it is protected by copyright, trademark and other intellectual property rights laws of Canada or other countries, in their entirety or in part. You are only permitted to use the Platform for purposes consistent with applicable laws and these Terms of Use. You agree that the Platform, including all features and functionality, information, original content, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, and all associated intellectual property rights therein, are owned by and will remain the exclusive property of us. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or on our Platform or the OSC Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of the OSC (or its suppliers, partner businesses or third party licensors) used on or in connection with the Platform are registered and unregistered trademarks of the OSC (or such supplier, partner business or third party licensor) in Canada and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with the Platform or the OSC Content are used for identification purposes only and may be the property of their respective owners. Any use of any of the marks appearing on the Platform or in connection with the Services without the express written consent of the OSC or the owner of the mark, as appropriate, is strictly prohibited.

### 17. Links

We provide links on the Platform to other websites, applications or resources, including those operated by parties other than us. These links are provided for your convenience and we are not responsible for the availability of such websites, applications or resources and do not endorse or accept responsibility for the content of such external websites, applications or resources and have no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the external websites, applications or resources. Your access and viewing of any third party websites, applications or resources

is conducted at your own risk. 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. You acknowledge that we may remove any link to any external websites, applications or to resources at any time for any reason whatsoever.

## 18. Jurisdiction

The Platform is administered by us from a site that is located in Ontario, Canada. You acknowledge and agree that your use of the Platform and all of the communications, transmissions and transactions associated with the Platform shall be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and that federal laws of Canada applicable therein and that the law of the Province of Ontario is the proper law. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

## 19. Waiver

No delay or omission by us to exercise any right or power we have under these Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by us must be in writing and signed by an authorized representative of the OSC.

## 20. Entire Agreement

These Terms of Use constitute the entire agreement between you and us as it relates to the access to, and use of, the Platform and Services and the subject matter of these Terms of Use and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between you and us.

## 21. Interpretation

In these Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word “including” means “including, without limitation,” throughout these Terms of Use; (c) the division of these Terms of Use into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Terms of Use; (d) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (e) these Terms of Use shall not be construed in favour of or against either of us by reason of the extent to which either of us or our professional advisors participated in the preparation of these Terms of Use.

## 22. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable

shall not be affected thereby, and each such provision of these Terms of Use shall be valid and enforceable to the extent permitted by law.

### 23. Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated in the Terms of Use, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms of Use and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### 24. Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Platform and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and personal information laws. The Platform and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of the Platform from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Platform is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Platform due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

### 25. Termination

We may terminate these Terms of Use and your use and access of the Platform and Services if you fail to comply with any provision of these Terms of Use. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Terms of Use. We shall not be required to refund to you any amounts prepaid, if any, for use of the Platform or any Services, if we have terminated your account or your use of, or access to, the Platform and/or any of the Services for breach of these Terms of Use. We may also terminate your access to the Platform without notice at any time for any reason whatsoever, and any fees or charges paid by you in advance, if any, shall be refunded on a pro rata basis.

### 26. Contact / Notices

If you have any questions about the Terms of Use, or need to provide notice to, or communicate with, us, please contact us at the contact information set out below. We may provide notices or communications to you on the Platform and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

Ottawa Safety Council  
301 Moodie Dr., Suite 103  
Ottawa, ON K2H 9C4

Phone: (613)238-1513  
Attention: Jamie Kwong

## 27. Assignment

These Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.