

## Terms of Use for the Online Admission Course

### 1. Acceptance of Terms

It is important that you read all of the following terms and conditions carefully. These Terms of Use (“TOU”) are a legal agreement between you and the Ontario Association of Architects, which is the owner (“Owner”) of the Online Admission Course. These TOU states the terms and conditions under which you may access and use the Online Admission Course and all written and other materials displayed or made available through the Online Admission Course, including, without limitation, information, images, audio clips, video clips, computer software and code or other materials (the “Content”). By accessing and using the Online Admission Course, you are indicating your acceptance to be bound by the TOU. If you do not wish to be bound by these terms and conditions, do not access or use the Online Admission Course.

### 2. Modifications to the TOU

The Owner reserves the right, at its sole discretion, to modify the TOU at any time. Such modifications shall become effective immediately upon the posting thereof. You must review the TOU every time you access the Online Admission Course to keep yourself apprised of any changes.

### 3. No endorsements

Unless specifically stated, the Owner does not recommend or endorse any specific brand of products, services, procedures or other information that appears or that may be advertised on the Online Admission Course.

### 4. Copyright

Content displayed on or through the Online Admission Course is protected by copyright as a collective work and/or compilation, pursuant to copyright laws, and international conventions. Except as granted in the limited licenses herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Online Admission Course or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

Other than for your personal confidential use, you further agree not to reproduce, duplicate or copy whether by printing or saving to a desktop, Content from the Online Admission Course without the express written consent of the Owner, and agree to abide by any and all copyright notices displayed on the Website. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Online Admission Course.

Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Online Admission Course.

## **5. Limited licenses**

Subject to the terms and conditions of the TOU, you are hereby granted a limited, non-transferable, non-assignable and non-exclusive license to access, view and use the Online Admission Course for the sole purpose of participating in the Owner's Admission process. Upon completion of the Online Admission Course, you are granted the right to download, store and/or print single copies of the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any special Content that may be set out in the Online Admission Course.

Except as expressly provided above, you may not:

- (i) share program content, quiz answers and results with other applicants to or members of the Ontario Association of Architects;
- (ii) copy, repost, reproduce, modify, adapt, translate, upload, download or transmit the Online Admission Course or Content in whole or in part,
- (iii) sell, rent, lease, license, transfer or otherwise provide access to the Online Admission Course or Content,
- (iv) alter, remove, or cover any trademarks or proprietary notices including from the Online Admission Course or Content, and/or
- (v) decompile, disassemble, decrypt, extract, or reverse engineer the Online Admission Course or Content or any part thereof or assist others in doing so.

Other than the limited license granted herein, nothing contained in the Online Admission Course shall be construed as granting you any right, title, interest or other license in or to the Online Admission Course or Content, including but not limited to any intellectual property rights in the Online Admission Course or Content.

In the event of a conflict between the terms of a license governing specific content and this TOU, the terms of the specific license shall govern.

Use of the Online Admissions Course beyond the scope of authorized access granted to you by the Owner immediately terminates this license.

## **6. Trademarks**

Names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Online Admission Course may constitute registered or unregistered trademarks of the Owner or third parties. While certain trademarks of third parties may be used by the Owner under license, the display of third-party trademarks on the Online Admission Course should not be taken to imply any relationship or license between the Owner and the owner of the trademark or to imply that the Owner endorses the wares, services or business of the owner of the said trademark.

## **7. Passwords**

You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your user name and password. You must not share your password with any other person. You agree to (a) immediately notify the Owner of any unauthorized use of your password or account or any other breach of the security of which you reasonably suspect or become aware, and (b) ensure that you exit from your account at the end of each session. The Owner cannot and will not be liable for any loss or damage arising from your failure to comply with this section, and you will indemnify the Owner in respect of any losses suffered by the Owner or claims made against the Owner that are attributable to any loss or damage arising from your failure to comply with this section.

## **8. Termination**

You agree that the Owner, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, or otherwise terminate your access to or use of the Online Admission Course (or any part thereof), immediately and without notice, for any reason, including, without limitation, if the Owner believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that the Owner shall not be liable to you or any third-party for any termination of your access to the Online Admission Course. Further, you agree not to attempt to access the Online Admission Course after said termination. The disclaimers, limitations on liability and indemnity clauses shall survive termination of the TOU, as shall any other provision which by its nature ought to survive termination.

## **9. Privacy of Information**

The Owner may collect personal information about each Online Admission Course user, such as their name, OAA ID, email, telephone number, address, and preferred language, for the purposes of administering the *Architects Act*. The Owner also collects information in order to record your participation in some of the activities and quizzes within the program.

If you have any concerns about this privacy of information policy you may contact the Owner directly at the following address:

**OAA Registrar  
111 Moatfield Drive  
Toronto, ON, M3B 3L6  
Re. Online Admission Course**

## **10. Disclaimer of Warranties**

**YOU AGREE THAT USE OF THE ONLINE ADMISSION COURSE IS ENTIRELY AT YOUR OWN RISK. THE ONLINE ADMISSION COURSE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED. THE OWNER DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE ONLINE ADMISSION COURSE.**

## **11. Limitations of Liability**

**UNDER NO CIRCUMSTANCES SHALL THE OWNER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE ONLINE ADMISSIONS COURSE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE ONLINE ADMISSIONS COURSE, FROM INABILITY TO USE THE ONLINE ADMISSIONS COURSE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE ONLINE ADMISSIONS COURSE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE ONLINE ADMISSIONS COURSE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE ONLINE ADMISSIONS COURSE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **12. General**

The TOU constitutes the entire agreement between you and the Owner and governs your use of the Online Admission

Course, superseding any prior agreements between you and the Owner in respect of the Online Admission Course. The TOU and the relationship between you and the Owner shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions. You and the Owner agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of the Owner to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.