

## WKTC's TERMS OF USE

This Terms of Use Agreement (the "**Agreement**") governs your access and use of the website located at [www.wktc.ca](http://www.wktc.ca). The Wuskwatim & Keeyask Training Consortium Inc. ("**WKTC**") owns and operates the online forum and other services located on [www.wktc.ca](http://www.wktc.ca) (collectively, the "**Site**"). In consideration for your right to access and use the Site, you agree as follows:

IT IS IMPORTANT THAT YOU READ ALL OF THE TERMS AND CONDITIONS CAREFULLY.

### 1. Acceptance of Terms

By accessing and continuing to use the Site, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Site.

### 2. Modifications and Notices

WKTC may revise this Agreement, at any time, by updating this posting. WKTC may give notice to our users of such changes to this Agreement by means of a general notice on the Site. Continued use of the Site after such changes are posted will signify your agreement to these revised terms. As a result, you should visit this page periodically to review this Agreement.

### 3. Ownership

All materials displayed or otherwise accessible on the Site, including without limitation, news articles, text, photographs, images, illustrations, graphics, icons, code (collectively, "**Materials**") and the selection and arrangement of the contents of the Site are protected by copyright, pursuant to Canadian copyright laws, international conventions and other copyright laws. WKTC either owns the intellectual property rights, including copyright, or has acquired the necessary rights and/or licences, in the Materials contained in the Site. Portions of the Materials may have been licenced to WKTC and/or published on the Site by third parties. Any reproduction, modification, publication, transmission, transfer, sale, distribution, performance, display or exploitation of the Site or Materials, whether in whole or in part, without the express written permission of WKTC is strictly prohibited.

### 4. Limited Licence

Subject to the terms and conditions of this Agreement, you are granted a limited licence to access, view and use the Site, including a limited licence to download, print and store single copies of Materials from the Site, for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such items. Such Materials must not be reproduced, republished, or disseminated in any manner or form without the prior written consent of WKTC.

## 5. Children

Minors in the country, province or state in which they live, can only use the Site with the approval of a parent or guardian.

## 6. Submissions

As permitted by the Site, you may be able to post, transmit or submit messages, opinions or other content, including, but not limited to text, links, photographs, images, illustrations, graphics or multimedia clips, (collectively "**Messages**") to our Contact Us page or Online Forum page, to interact with WKTC and other users within, or in connection with, the Site (collectively, the "**Forums**"). WKTC accepts no responsibility whatsoever in connection with, or arising from, such Messages. WKTC does not endorse, and has no control over, the content of Messages submitted by users to the Forums. Messages submitted to the Forums are not necessarily reviewed by WKTC prior to posting and do not necessarily reflect the opinions or policies of WKTC. WKTC makes no warranties, express or implied, as to the content of the Messages in the Forums or the accuracy, timeliness and reliability of any Messages and other materials in the Forums. Nonetheless, WKTC reserves the right to prevent you from submitting Messages to Forums and to edit, restrict or remove such Messages for any reason at any time. WKTC assumes no responsibility for actively monitoring the Forums for inappropriate or outdated Messages. If at any time WKTC chooses, in its sole discretion, to monitor the Forums, WKTC nonetheless assumes no responsibility for the content of the Messages, no obligation to modify or remove any inappropriate or outdated Messages, and no responsibility for the conduct of the user submitting any Messages. In submitting Messages to the Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended. You agree that WKTC accepts no liability whatsoever if it determines to prevent your Messages from being submitted or if it edits, restricts or removes your Messages. You also agree to permit any other user of the Site to access, view, store or reproduce your Messages for that other user's personal use and not to restrict or inhibit the use of the Site by any other person.

While using the Site, you will comply with all applicable laws, rules and regulations. In addition, WKTC expects the users of the Site to respect the rights and dignity of others, and use of the Site is based on the following rules of conduct. You will not:

- (a) post, transmit, or otherwise make available any Messages that are or may be (i) threatening, harassing, degrading, hateful, or intimidating; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent, pornographic, or otherwise objectionable; (v) an infringement of another person's privacy by disclosing the personal information of another individual, including without limitation, an individual's address, phone number or email address without the express consent of the person to whom the personal information relates; or (vi) protected by copyright, trademark, trade secret, or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret or other proprietary right;
- (b) post, transmit, or otherwise make available any Messages that may violate the proprietary rights of any third party, including, without limitation, copyrighted

software, music, photographs, texts, videos or artwork or any moral rights associated therewith;

- (c) use the Site in a manner which will violate or solicit the violation of any applicable local, provincial, national or international law, rule or regulation;
- (d) use the Site to post, transmit, or otherwise make available any material which would give rise to criminal or civil liability; which encourages conduct that constitutes a criminal offense; or which encourages or provides instructional information about illegal activities, or activities such as hacking, cracking, or phreaking;
- (e) impersonate any person or entity, including, but not limited to, any WKTC representative; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make without our prior written consent;
- (f) post, transmit, or otherwise make available any virus, worm, trojan horse, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, server or telecommunications equipment;
- (g) interfere with or disrupt the Site; or
- (h) post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity, or any other form of solicitation.

You agree that any Messages whatsoever submitted by you become the property of WKTC, you waive any moral rights you may have in respect thereof, and agree that such messages may be collected, used, disclosed, copied, sublicensed, adapted, publicly performed and published, displayed or deleted as WKTC sees fit.

**Any person who is found or reasonably suspected to have violated the rules of conduct provided above shall be barred from submitting or posting any further Messages on the Site and may be subject to other legal remedies.**

## **7. Username and Password**

You may be required, when you use certain features of the Site, to create a username and password. If we determine that the user name you have chosen is in use by someone else or it is otherwise offensive, we may refuse to allow you, in our sole discretion, to use your chosen user name. In addition, you are responsible for maintaining the confidentiality of your password and you are responsible for all uses of your username, whether or not you authorize such uses. You agree to notify WKTC of any unauthorized use of your username and password. WKTC is not liable for any loss or damage as a result of your failure to protect your password.

## **8. User Disputes**

You are solely responsible for your interactions with other users of the Site, specifically on the Forums. WKTC reserves the right, but has no obligation, to monitor disputes between you and other users of the Site.

## 9. Privacy

WKTC respects privacy. That is why WKTC has adopted The Wuskwatim & Keeyask Training Consortium Inc. Privacy Code (the "**Privacy Code**"), which explains our privacy practices in accordance with established privacy principles and applicable privacy laws. The specific terms and conditions set forth in the Privacy Code may be viewed in full at **[INSERT LINK]**. Your access to and continued use of the Site constitutes your acceptance and compliance with the Privacy Code.

The following describes our privacy practices with respect to users of the Site. It describes the extent of our responsibilities, and users to the Site are deemed to accept it. WKTC collects personal information through the Site only with the knowledge and consent of users. Your personal information is collected when you, or an authorized person, directly provide such information you choose to provide through sections of the Site such as the Contact Us page. We do not collect personal information through the Site by other means, such as collecting and retaining your IP address.

WKTC collects and retains your e-mail address from any communications that you may send to WKTC by clicking on any of the e-mail links. We may then use your e-mail address to communicate with you, if your e-mail indicates that a response to your inquiry is requested or to address a concern or complaint that you may have.

Cookies are small bits of data that are transferred and stored on your computer's hard drive when you visit certain web sites in order to "track" your visit to the site. They also allow the site to recognize you on subsequent visits. WKTC does not currently use cookies.

The personally identifiable information that you, or an authorized person, provide us through the Site will be used only to provide the service or information you have requested. This personal information will not be sold, rented or licensed to a third party. We will protect your personal information with appropriate security safeguards and will retain your information only for the time that it is reasonably required. Upon request, we offer you the ability to review the personal information that we have collected from you and to have inaccuracies corrected in such information that we have collected about you. You may have this personal information corrected by contacting the WKTC Privacy Officer at (204) 771-0341 or 200 - 701 Thompson Drive, Winnipeg, Manitoba, R8N 2A3.

## 10. Links

The Site includes links to other Internet sites solely as a convenience to users. WKTC does not endorse any such linked sites or the information, job postings, material, products or services contained on other linked sites or accessible through other linked sites. Furthermore, WKTC makes no express or implied warranties with regard to the information, job postings, material, products or services that are contained on or accessible through linked sites. Access and use of linked sites, including information, job postings, material, products and services on linked sites or available through linked sites is solely at the user's own risk.

## **11. Linking**

To request permission to link to the Site, please contact **[INSERT E-MAIL ADDRESS]**. WKTC reserves the right to cancel and revoke any permission it may give to link to the Site at any time, for any reason, without any notice, and without any liability to you or any other person.

## **12. No Warranty**

Access to the Site and the Materials provided on the Site are provided "as is" and without warranties of any kind either express or implied. By accessing and using the Site, you acknowledge and agree that it is entirely at your own risk. WKTC makes no representation or warranties regarding the Site, Materials and Messages, including, without limitation, that the Materials or Messages provided will be accurate, complete, correct, timely or suitable, that any services contained on or made available through the Site may be relied upon by you or fit for a particular purpose, that the Site will be available at all times or that the Site will be free from errors, viruses or other harmful components. WKTC is not responsible for any Materials, Messages or other information on the Site or any linked site that you may find offensive, undesirable or objectionable. Further, WKTC specifically disclaims any responsibility or liability for the accuracy, completeness, correctness, timeliness or usefulness of third party information. To the fullest extent permissible pursuant to applicable law, WKTC disclaims all warranties, express or implied, including, but not limited to, warranties and conditions regarding use of the Site, including all implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement, whether express or implied, or arising from a course of dealing, usage or trade practice.

## **13. Limitation Of Liability**

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL WKTC, ITS OFFICERS OR DIRECTORS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER CAUSED, ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR INABILITY TO USE, THE SITE, ANY ACCURACY, TIMELINESS, INCOMPLETENESS, OR INCORRECTNESS CONTAINED ON THE MATERIALS DISPLAYED, ACCESSED OR USED ON THE SITE, OR YOUR RELIANCE OR ACTING UPON THE MATERIALS ON THE SITE, INCLUDING ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST EMPLOYMENT OPPORTUNITY, LOST SAVINGS, LOST DATA AND/OR PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT, IN EQUITY, AT LAW OR OTHERWISE AND WHETHER OR NOT WKTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **14. Indemnity**

You agree to indemnify and hold WKTC, its officers, directors, subsidiaries, affiliates, employees, representatives, agents, licensors and their respective successors and assigns harmless from any claim or demand, including reasonable legal fees, made by

any third party due to or arising out of Messages you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the law, this Agreement or the rights of another.

## **15. Trademarks**

Certain words, phrases, names, designs or logos on the Site may constitute trademarks, services marks, or trade names of WKTC or others. The display of such marks on the Site does not imply that you have been granted a licence by WKTC or other entities with respect to them.

## **16. International Matters**

Unless otherwise specified, the Materials in the Site are presented solely for the purpose of promoting programs and other services available in Canada and its provinces. We make no representation that the Site, its Materials or Messages on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **17. Termination**

If you breach any provision of this Agreement, you may no longer use the Site. WKTC may at any time and for any reason, with or without cause, and in its sole discretion, immediately suspend or terminate (in whole or in part) your permission to use the Site, all without any notice or liability to you or any other person.

WKTC reserves the right to cease, suspend or interrupt operation of or access to the Site or any part thereof, and shall not be required to provide any notice in respect of such cessation, suspension or interruption of access, nor shall WKTC have any liability for such cessation, suspension or interruption of access.

The provisions of Sections that are by their nature intended to survive termination of this Agreement shall survive termination of this Agreement including, but not limited to, sections 7, 12, 13 and 14 of this Agreement.

## **18. Miscellaneous**

The failure of WKTC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. These terms shall be governed by and construed in accordance with the laws of the Province of Manitoba, and the laws of Canada applicable therein, as to the interpretation, validity and effect of this Agreement, notwithstanding any conflict of law provision or your domicile, residence or physical location. You hereby consent and submit to the exclusive jurisdiction of the courts of the Province of Manitoba in any action or proceeding arising out of or relating to this Agreement. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement may be assigned by WKTC without restriction.