

## TERMS AND CONDITIONS

**Effective Date:** July 18, 2026

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### SECTION 1

#### Introduction, Acceptance of Terms, Definitions, Copyright, and Intellectual Property

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##### 1.1 Introduction

Welcome to **Lookup Pathway**.

These Terms and Conditions ("Terms") govern your access to and use of the Lookup Pathway website, products, educational programs, memberships, online courses, tutoring services, consultations, podcasts, webinars, downloadable resources, videos, social media content, digital products, printed materials, and all other products and services offered by Lookup Pathway.

Throughout these Terms, **Lookup Pathway**, owned and operated by **Judith A. Silva**, ("Lookup Pathway", "Company", "we", "our", or "us") will be referred to as the **Company**.

These Terms form a legally binding agreement between the Company and every Parent, Legal Guardian, customer, student, visitor, subscriber, member, donor, participant, or other individual who accesses or uses any Company website, product, or service. The agreement and terms here within are governed by the province of Manitoba and applicable Canadian federal laws.

If you do not agree with these Terms, you must immediately discontinue use of the Company's website, products, and services.

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##### 1.2 Christian Mission and Educational Philosophy

Lookup Pathway is a Christian educational organization committed to helping individuals and families learn, grow, and thrive while remaining rooted in faith through educational products and Services presented from a biblical worldview. Its mission is to encourage, equip, and support individuals and families through educational products and Services that are grounded in biblical principles and a Christian worldview.

The Company believes that the Bible is the inspired Word of God and may incorporate biblical teachings, Scripture references, Christian values, prayer, faith-based perspectives, and discussions of biblical principles throughout its educational programs, courses, consultations, videos, podcasts, articles, digital resources, social media content, presentations, and other products and Services.

Accordingly, educational content may include, without limitation:

- quotations from the Bible;
- discussion of biblical teachings;
- Bible-based images;

- Bible stories;
- Christian principles and values;
- prayer;
- faith-based encouragement;
- references to Jesus Christ;
- Christian apologetics teaching;
- biblical perspectives on education, family life, parenting, relationships, work, finances, stewardship, and other subjects; and
- discussion of current issues through a biblical worldview.

Educational content may also address moral, ethical, cultural, historical, scientific, social, and other contemporary issues from a biblical worldview. Where such topics arise, the Company may present biblical teachings, interpretations, and perspectives that are consistent with its Christian mission and educational philosophy.

The Company respects the dignity of every individual and welcomes participation by persons of all backgrounds, beliefs, and faith traditions. However, all Company products and Services are developed and delivered from a Christian perspective.

By accessing or using the Company's website, products, or Services, you acknowledge and accept that Christian beliefs, biblical principles, Scripture, Bible-based images, Bible stories, Christian apologetics teaching, prayer, faith-based perspectives, and biblical discussions of moral, ethical, cultural, historical, scientific, and social issues may be incorporated into the Company's educational content.

If you do not agree with or are unwilling to receive educational content presented from a Christian perspective, you should discontinue use of the Company's website, products, and Services.

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### **1.3 Acceptance of these Terms**

By doing any of the following, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and Conditions:

- visiting the Company's website;
- creating an account;
- registering a student;
- enrolling in a course;
- booking tutoring or consulting services;
- purchasing or use products;
- downloading digital resources;
- subscribing to memberships;

- making Payments;
- participating or attending classes (online or in person);
- attending webinars or events;
- listening to podcasts;
- viewing videos;
- purchasing or using any Company product or service.

Where a Parent or Legal Guardian registers a Student, the Parent or Legal Guardian represents and warrants that they possess the legal authority to enter into this agreement on behalf of the Student.

**Payment for any Company product or service constitutes acceptance of these Terms and Conditions, together with the Company's Privacy Policy and any other policies incorporated by reference.**

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#### **1.4 Who These Terms Apply To**

These Terms apply to, without limitation:

- Parents;
  - Legal Guardians;
  - Students;
  - customers;
  - website visitors;
  - subscribers;
  - members;
  - donors;
  - podcast listeners;
  - webinar participants;
  - consultation clients;
  - video viewers
  - tutoring clients; and
  - any other person using the Company's products or services.
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#### **1.5 Definitions**

For purposes of these Terms:

**Company** means Lookup Pathway, a sole proprietorship owned and operated by Judith A. Silva.

**Parent** means a parent, legal guardian, or other adult who has the legal authority to register a Student, purchase products or services, or otherwise enter into this agreement.

**Student** means any child, youth, or adult learner participating in Company educational programs, products or services.

**Website** means every website, webpage, landing page, online store, membership portal, or other internet presence owned or operated by the Company.

**Products and Services** include, but are not limited to:

- online courses;
- tutoring;
- educational consulting;
- memberships;
- webinars;
- podcasts;
- digital downloads;
- printable resources;
- videos;
- educational events;
- coaching;
- curriculum resources;
- online communities;
- promotional products
- and all other educational products and services offered by the Company.

**Payments** include, without limitation:

- purchases;
- course fees;
- memberships;
- subscriptions;
- consulting fees;
- tutoring fees;
- event registrations;
- workshop fees; and

- voluntary non-charitable donations.
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### **1.6 Relationship to Other Policies**

These Terms should be read together with the Company's:

- Privacy Policy;
- Refund Policy;
- Code of Conduct;
- Copyright Policy;
- Website Policies; and
- any additional policies applicable to a particular product or service.

Where these Terms and another Company policy address the same subject matter, they shall be interpreted together to the fullest extent possible.

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### **1.7 Copyright and Intellectual Property**

Unless otherwise indicated, all content created, published, displayed, or distributed by the Company is protected by Canadian and international copyright, trademark, and other intellectual property laws.

This includes, but is not limited to:

- online courses;
- lesson plans;
- videos;
- audio recordings;
- podcasts;
- books;
- workbooks;
- planners;
- worksheets;
- forms;
- graphics;
- illustrations;
- products;
- logos;

- trademarks;
- website content;
- branding;
- presentations;
- downloadable resources;
- educational materials;
- marketing materials;
- written articles;
- digital products; and
- all other original works created by the Company.

Ownership of third-party intellectual property remains with its respective owner.

Nothing contained in these Terms grants any ownership interest in Company intellectual property.

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### **1.8 Restrictions on Use**

Except where expressly permitted by law or with the Company's prior written consent, no person may:

- reproduce;
- copy;
- photograph;
- scan;
- distribute;
- upload;
- post online;
- livestream;
- sell;
- sublicense;
- rent;
- modify;
- translate;
- publish;
- publicly display;

- publicly perform;
- transmit;
- create derivative works from; or
- otherwise exploit

any Company intellectual property.

Limited quotations for purposes such as criticism, commentary, education, news reporting, or review may be permitted where authorized under applicable copyright legislation.

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### **1.9 Permission Requests**

Requests for permission to reproduce Company material must be submitted in writing and should include:

- the material requested;
- where the material appears;
- the intended use;
- the number of copies;
- whether the material will be sold;
- the name, physical address, email, phone number and website of the requesting individual or organization; and
- any other necessary contact information.

Permission may be granted or refused at the sole discretion of the Company.

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### **1.10 Reservation of Rights**

All rights not expressly granted under these Terms remain reserved by the Company.

Failure by the Company to enforce any intellectual property right shall not constitute a waiver of that right.

## **TERMS AND CONDITIONS**

### **SECTION 2**

**Eligibility, Parent Authority, Registration, Accounts, Passwords, Third-Party Platforms, and Educational Services**

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## **2.1 Eligibility**

The Company's products and Services are intended for use by individuals who are legally capable of entering into binding agreements under the laws applicable to their jurisdiction.

To purchase any product, register a Student, create an account, enroll in a course, or otherwise use the Company's Services, you must:

- be at least eighteen (18) years of age or the age of majority in your jurisdiction;
- possess the legal authority to enter into a binding agreement;
- provide accurate and complete registration information;
- comply with these Terms and Conditions; and
- comply with all applicable federal, provincial, territorial, and local laws within Canada.

The Company reserves the right to refuse registration, suspend Services, or terminate access where eligibility requirements are not met.

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## **2.2 Parent and Legal Guardian Authority**

Where a Student is under the age of 18 years old, only a Parent or Legal Guardian may:

- register the Student;
- purchase products or Services;
- enroll the Student in educational programs;
- make Payments;
- consent to the collection and use of personal information;
- authorize participation in all learning activities; and
- enter into legally binding agreements with the Company.

By registering a Student, the Parent or Legal Guardian represents and warrants that they have the legal authority to act on behalf of the Student and to accept these Terms and Conditions.

The Parent or Legal Guardian accepts full responsibility for ensuring that all information provided to the Company is complete, accurate, and current.

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## **2.3 Student Participation**

Students participate in Company programs under the supervision and responsibility of their Parent or Legal Guardian.

Nothing contained in these Terms transfers parental responsibility to the Company.

The Company provides educational instruction, services, products, and resources only.

The Parent or Legal Guardian remains solely responsible for:

- supervising the Student;
- monitoring educational progress;
- ensuring internet safety;
- determining the suitability of educational materials;
- complying with homeschooling legislation applicable in their jurisdiction; and
- ensuring that participation in Company Services and products meets the educational requirements established by their provincial, territorial, or other governing authority.

The Company does not guarantee or warranty that any course or educational program satisfies provincial homeschooling requirements, graduation requirements, or post-secondary admission requirements.

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## **2.4 Registration**

Certain Services require registration before access is granted.

During registration, the Parent or Legal Guardian agrees to provide information that is:

- truthful;
- accurate;
- current; and
- complete.

The Parent or Legal Guardian agrees to promptly update any information that becomes inaccurate or outdated.

The Company reserves the right to refuse, suspend, or cancel any registration where information is believed to be inaccurate, incomplete, misleading, fraudulent, or otherwise inconsistent with these Terms.

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## **2.5 Accounts and Passwords**

Certain Company Services or products may require the creation of user accounts through the Company or through authorized third-party platforms.

These platforms may include, without limitation:

- Google Classroom;
- Google Workspace;
- Zoom;

- Microsoft Teams;
- Wix;
- or other educational technologies selected by the Company.

Parents are solely responsible for:

- creating student accounts where required;
- maintaining secure passwords;
- protecting login credentials;
- supervising Student access;
- restricting unauthorized use of accounts;
- ensuring appropriate use of Company Services; and
- immediately notifying the Company of any suspected unauthorized access or security breach.

The Company shall not be responsible for losses arising from compromised passwords, unauthorized access, or the Parent's failure to adequately protect account credentials.

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## **2.6 Third-Party Platforms**

The Company utilizes a variety of third-party software providers and online platforms to deliver educational programs and operate its business.

These providers may include, but are not limited to:

- Wix;
- Wix Payments;
- Moneris;
- Zoom;
- Goolge;
- Google Classroom;
- Google Workspace;
- Google Drive;
- Google Apps;
- Microsoft;
- Microsoft Teams;
- OneDrive;
- Learning platforms;

- Facebook;
- Instagram;
- Messenger;
- Social media platforms;
- YouTube;
- Spotify;
- Apple Podcasts;
- RSS.com;
- Riverside.fm;
- Canva;
- Dropbox;
- Mailchimp;
- Product selling platforms;
- analytics providers;
- artificial intelligence providers; and
- other service providers selected by the Company from time to time.

The Company reserves the right to add, remove, replace, or discontinue third-party providers at any time where reasonably necessary for the operation of its Services.

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## **2.7 Responsibility for Third-Party Services**

Each third-party platform operates independently of the Company and is governed by its own:

- Terms of Service;
- Privacy Policy;
- User Agreement;
- Community Standards;
- Cookie Policy; and
- other applicable legal agreements.

Parents and Legal Guardians acknowledge that they are solely responsible for reviewing and complying with the policies governing every third-party platform used in connection with the Company's Services.

The Company does not control and is not responsible for:

- third-party business practices;

- software functionality;
  - security measures;
  - privacy practices;
  - pricing;
  - service interruptions;
  - outages;
  - cyber incidents;
  - account suspensions;
  - changes to third-party policies; or
  - any act or omission of a third-party provider.
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## **2.8 Consent to Use Third-Party Providers**

By registering a Student, making Payments, creating an account, or using any Company Service, the Parent or Legal Guardian expressly authorizes the Company to use third-party providers where reasonably necessary to deliver educational Services.

The Parent acknowledges that personal information may be collected, transmitted, processed, stored, backed up, or otherwise handled through such third-party providers in accordance with the Company's Privacy Policy.

The Company does not warrant or guarantee the performance, availability, or security of any third-party provider.

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## **2.9 Educational Services**

The Company provides educational products and Services that may include:

- live online or pre-recorded courses;
- teaching
- tutoring;
- educational consulting;
- memberships;
- webinars;
- workshops;
- podcasts;
- videos;

- downloadable educational resources;
- printable materials;
- curriculum support;
- educational planning tools;
- online communities;
- coaching; and
- other products and Services developed by the Company.

Descriptions of individual Services are provided for informational purposes only and may be modified, updated, expanded, suspended, or discontinued at any time without prior notice.

The Company reserves the right to improve, revise, replace, or discontinue any product or Service in its sole discretion.

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#### **2.10 No Guarantee of Availability**

While the Company makes reasonable efforts to maintain continuous access to its Services, uninterrupted availability cannot be guaranteed.

Services may occasionally be unavailable due to:

- scheduled maintenance;
- software updates;
- internet interruptions;
- third-party outages;
- technical failures;
- cybersecurity incidents;
- emergencies; or
- circumstances beyond the Company's reasonable control.

The Company shall not be liable for temporary interruptions in the availability of its Services.

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#### **2.11 Reservation of Rights**

The Company reserves the right, in its sole discretion, to:

- refuse registrations;
- refuse service;
- suspend accounts;

- terminate access;
- modify educational offerings;
- change technology providers;
- update registration requirements; and
- take any other action reasonably necessary to protect its students, educational programs, intellectual property, business operations, or legal rights.

Any such action shall be exercised in accordance with applicable law.

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## **SECTION 3**

### **Educational Content, User Content, Intellectual Property, Acceptable Use, Website Restrictions, and Prohibited Activities**

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#### **3.1 Company Content**

All educational materials, products, services, and content provided by the Company are intended solely for the educational or promotional purposes for which they were purchased, licensed, or made available.

Unless otherwise stated, all Company Content remains the exclusive property of the Company or its respective licensors.

Company Content includes, but is not limited to:

- live online courses;
- recorded lessons;
- tutoring materials;
- lesson plans;
- presentations;
- webinars;
- podcasts;
- videos;
- social media;
- promotional products;
- branding;
- books;
- workbooks;

- planners;
- worksheets;
- templates;
- quizzes;
- assignments;
- examinations;
- graphics;
- illustrations;
- photographs;
- logos;
- trademarks;
- slogans;
- website content;
- downloadable resources;
- digital products;
- software developed by the Company; and
- all other educational materials provided by the Company.

Nothing contained within these Terms grants ownership of any Company Content to a Parent, Student, customer, other user, social media followers, viewers, readers or the general public.

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### **3.2 Limited License**

Subject to these Terms and Conditions, the Company grants the purchaser a limited, non-exclusive, non-transferable, revocable license to use Company Content solely for their own personal educational purposes.

This license does not transfer ownership of any intellectual property.

Unless expressly authorized in writing by the Company, the license does not permit any person to:

- reproduce;
- copy;
- scan;
- photograph;
- upload;

- publish;
- livestream;
- distribute;
- transmit;
- rent;
- lease;
- sublicense;
- sell;
- assign;
- commercially exploit;
- translate;
- adapt;
- modify;
- create derivative works from; or
- otherwise use Company Content for commercial purposes.

The Company may revoke this licence immediately upon any breach of these Terms.

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### 3.3 User Content

Parents and Students may voluntarily submit information, comments, assignments, projects, questions, messages, reviews, testimonials, photographs, videos, or other materials while participating in Company Services.

Such materials are referred to in these Terms as **User Content**.

The Parent or Legal Guardian represents and warrants that:

- they own the User Content or have the legal authority to submit it;
  - submission of the User Content does not violate the rights of another person;
  - the User Content is accurate to the best of their knowledge;
  - the User Content does not violate any law; and
  - the User Content complies with these Terms.
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### **3.4 license Granted to the Company**

By voluntarily submitting User Content to the Company, the Parent or Legal Guardian grants the Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to:

- store;
- reproduce;
- display;
- distribute internally;
- edit;
- adapt;
- archive;
- transmit;
- use; and
- reproduce the User Content

solely for purposes reasonably related to:

- delivering educational Services;
- providing customer support;
- improving educational programs;
- quality assurance;
- instructor training;
- resolving disputes;
- complying with legal obligations;
- maintaining business records; and
- operating the Company's educational programs.

The Company will not intentionally use identifiable Student work for public advertising or promotional purposes without obtaining any additional consent required by applicable law.

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### **3.5 Third-Party Content**

Certain educational materials or Services may incorporate content owned by third parties.

Such Third-Party Content remains the property of its respective owner and may be protected by copyright, trademark, licensing agreements, or other intellectual property laws.

The Company makes no representation regarding ownership of Third-Party Content beyond its lawful right to use such content where applicable.

Users must comply with all applicable restrictions relating to Third-Party Content.

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### **3.6 Intellectual Property Rights**

All intellectual property rights associated with the Company and its Services remain exclusively owned by the Company or its licensors.

These rights include but not limited to, without limitation:

- copyrights;
- trademarks;
- service marks;
- trade names;
- logos;
- branding;
- videos;
- social media content;
- slogans;
- educational methodologies;
- proprietary teaching materials;
- original written works;
- digital resources;
- website design;
- graphics;
- software; and
- all associated intellectual property rights.

Nothing contained within these Terms shall be interpreted as granting ownership or licensing rights except as expressly stated.

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### **3.7 Acceptable Use**

The Company's website and Services must be used lawfully, respectfully, and in accordance with these Terms.

Users agree to use Company Services only for legitimate educational purposes.

Parents remain responsible for ensuring that Students also comply with these Terms.

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### **3.8 Prohibited Activities**

Users shall not directly or indirectly:

- violate any applicable law;
  - violate another person's intellectual property rights;
  - upload unlawful material;
  - submit false or misleading information;
  - impersonate another person;
  - harass, threaten, intimidate, bully, or abuse another individual;
  - distribute viruses, malware, ransomware, spyware, Trojan horses, or other malicious software;
  - interfere with the operation of Company Services;
  - attempt unauthorized access to Company systems;
  - attempt to bypass security measures;
  - disrupt online classes;
  - interfere with another student's learning experience;
  - post obscene, hateful, discriminatory, defamatory, or offensive content;
  - use Company Services for commercial advertising;
  - harvest personal information;
  - send spam;
  - use automated bots or scraping software;
  - reverse engineer Company software where prohibited by law;
  - upload material that infringes copyright;
  - record Company classes without permission;
  - share passwords or account credentials;
  - provide unauthorized access to another individual; or
  - engage in any activity that may damage the reputation, security, or operation of the Company.
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### **3.9 Website Restrictions**

Without the Company's prior written consent, no person may:

- copy website pages;
- mirror website content;
- frame the Company's website;
- scrape website data;
- systematically download Company resources;
- create derivative databases;
- reproduce website graphics;
- copy, modify, reproduce, distribute images or videos
- use automated software to access Company systems;
- interfere with website security;
- overload Company servers;
- attempt unauthorized testing of Company systems; or
- use Company Services in a manner inconsistent with these Terms.

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### **3.10 Educational Integrity**

Students are expected to complete their own work unless collaboration has been specifically authorized.

The following conduct is prohibited:

- plagiarism;
- cheating;
- copying another student's work;
- sharing answers during assessments;
- submitting work completed by another person;
- unauthorized use of artificial intelligence during assessments where prohibited by the instructor;
- falsifying attendance;
- impersonating another student; and
- any other form of academic dishonesty.

The Company reserves the right to investigate suspected academic misconduct and impose appropriate educational or disciplinary measures.

### **3.11 Artificial Intelligence**

The Company recognizes that artificial intelligence ("AI") tools are increasingly used within education.

AI may be used by the Company to assist with:

- lesson preparation;
- administrative tasks;
- transcription;
- accessibility;
- educational planning;
- marketing content;
- customer support; and
- other legitimate business purposes.

All educational materials remain subject to human review before publication.

The Company does **not** make decisions affecting Students solely through automated processing or artificial intelligence.

Students may only use AI tools where permitted by the instructor or course requirements.

Unauthorized use of AI during assessments, assignments, examinations, or projects may constitute academic misconduct.

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### **3.12 Monitoring and Enforcement**

The Company reserves the right, but assumes no obligation, to:

- monitor use of its Services;
- review User Content;
- investigate suspected violations of these Terms;
- remove inappropriate content;
- suspend accounts;
- terminate access to Services;
- report unlawful conduct to appropriate authorities; and
- take any other action reasonably necessary to protect the Company, its Students, Parents, staff, volunteers, contractors, educational programs, and legal rights.

### **3.13 Reservation of Rights**

Failure by the Company to immediately enforce any provision of this Section shall not constitute a waiver of its right to enforce that provision or any other provision of these Terms at a later time.

The Company reserves all rights not expressly granted under these Terms and Conditions.

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## **SECTION 4**

### **Parent Responsibilities, Student Responsibilities, Code of Conduct, Educational Expectations, Attendance, Academic Integrity, Student Discipline, and Removal from Programs**

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#### **4.1 Parent Responsibilities**

The Parent or Legal Guardian acknowledges and agrees that they remain solely and entirely responsible for the supervision, care, education, safety, health, and well-being of their Student at all times.

The Company provides educational instruction, resources, and support only and does not assume the role of parent, legal guardian, caregiver, or educational authority.

Without limiting the foregoing, the Parent or Legal Guardian is solely responsible for:

- supervising the Student before, during, and after participation in Company Services;
- ensuring the Student participates in an appropriate learning environment;
- monitoring internet use and online safety;
- determining whether Company Services are appropriate for the Student's educational needs;
- providing appropriate learning equipment and internet access;
- monitoring the Student's educational progress;
- communicating with the Company regarding educational concerns;
- ensuring compliance with applicable homeschooling laws;
- maintaining accurate registration information;
- ensuring the Student complies with these Terms and Conditions; and
- informing the Company of any educational accommodations or learning needs that may reasonably affect the Student's participation.

The Parent acknowledges that participation in Company Services does not replace the Parent's legal responsibility for educating their child.

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#### **4.2 Assumption of Responsibility**

The Parent accepts full responsibility for all decisions relating to:

- curriculum selection;
- educational planning;
- homeschooling compliance;
- attendance;
- academic supervision;
- internet access;
- online safety;
- device security;
- password security;
- educational accommodations;
- educational records maintained by the Parent; and
- all other matters relating to the Student's education outside the Company's Services.

The Company does not supervise Students outside scheduled educational activities.

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#### **4.3 Student Responsibilities**

Students are expected to participate respectfully and responsibly while using Company Services.

Each Student is expected to:

- demonstrate honesty and integrity;
- participate respectfully;
- follow instructor directions;
- complete assignments to the best of their ability;
- respect the rights of other students;
- protect confidential information;
- use appropriate language;
- behave in a manner consistent with a positive learning environment; and
- comply with these Terms and Conditions.

Parents remain responsible for ensuring that Students understand and follow these expectations.

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#### **4.4 Code of Conduct**

The Company is committed to maintaining a safe, respectful, and productive educational environment for all participants.

Every Parent and Student agrees to conduct themselves in a manner that promotes learning, cooperation, and mutual respect.

Behaviour that interferes with the educational experience of others may result in disciplinary action.

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#### **4.5 Prohibited Conduct**

Without limiting the Company's discretion, the following conduct is prohibited:

- bullying;
- harassment;
- discrimination;
- intimidation;
- threats;
- abusive language;
- obscene or offensive language;
- racist, sexist, or hateful comments;
- inappropriate jokes directed toward another person;
- disruptive behaviour;
- repeated interruptions during instruction;
- impersonating another individual;
- sharing another person's personal information;
- creating fake accounts;
- unauthorized communication with minors outside Company activities;
- hacking;
- unauthorized access to computer systems;
- distribution of malicious software;
- viewing or displaying inappropriate material during educational activities;
- possession or distribution of illegal content;
- recording Company classes without permission;
- recording another participant without permission;

- sharing Company educational materials without authorization;
  - encouraging another participant to violate these Terms; or
  - any conduct that the Company reasonably believes compromises the safety, dignity, privacy, or educational experience of another participant.
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#### **4.6 Online Classroom Expectations**

Students participating in live online instruction are expected to:

- attend classes on time;
- participate respectfully;
- remain attentive during instruction;
- follow classroom directions;
- use appropriate language;
- maintain behavior consistent with a learning environment;
- refrain from disrupting instruction;
- avoid unnecessary distractions;
- participate from an appropriate location whenever reasonably possible; and
- dress appropriately for all activities.

Where reasonably required for attendance verification or participation, the Company may require Students to activate their cameras during portions of a class.

Parents acknowledge that camera requirements may vary depending upon the nature of the educational activity.

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#### **4.7 Attendance**

Parents are responsible for ensuring that Students attend scheduled educational activities.

Students should notify the Company whenever they cannot attend a scheduled class where reasonably practicable.

The Company is not responsible for missed instruction resulting from:

- absences;
- late arrivals;
- internet interruptions;
- technical failures on the Student's end;

- scheduling conflicts; or
- circumstances outside the Company's reasonable control.

The Company is under no obligation to provide make-up classes unless expressly stated for a particular educational program.

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#### **4.8 Assignments and Educational Participation**

Students are expected to complete assignments, projects, quizzes, and other educational activities within the timelines established by the instructor.

Late submissions may be accepted or declined at the sole discretion of the Company unless otherwise stated in the course description.

Failure to complete assignments does not entitle the Parent or Student to a refund, extension, credit, or replacement course.

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#### **4.9 Academic Integrity**

Academic honesty is essential to the integrity of the Company's educational programs.

Students shall not:

- plagiarize;
- cheat;
- copy another person's work;
- submit work prepared by another individual;
- improperly use artificial intelligence;
- falsify attendance;
- impersonate another student;
- share assessment answers without authorization;
- use unauthorized materials during assessments; or
- engage in any other form of academic dishonesty.

Where academic misconduct is suspected, the Company reserves the right to investigate and impose appropriate educational or disciplinary measures.

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#### **4.10 Educational Accommodations**

The Company welcomes reasonable communication regarding educational accommodations.

Parents are responsible for informing the Company before enrollment, or as soon as reasonably practicable thereafter, of any accommodation that may assist the Student's participation.

While the Company will make reasonable efforts to support Students where practicable, the Company does not guarantee that every requested accommodation can be provided.

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#### **4.11 Student Discipline**

The Company reserves the right to address behaviour that, in its reasonable judgment:

- disrupts instruction;
- negatively affects other participants;
- compromises safety;
- violates these Terms;
- violates the Code of Conduct;
- interferes with educational activities; or
- otherwise harms the Company's educational environment.

Disciplinary measures may include:

- verbal reminders;
- written warnings;
- meetings with Parents;
- temporary removal from an activity;
- suspension;
- dismissal from a course; or
- permanent termination of access to Company Services.

The Company is not required to follow progressive discipline and may determine the appropriate response based upon the seriousness of the conduct.

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#### **4.12 Removal from Programs**

The Company reserves the right to remove or refuse participation in any educational program where, in its reasonable discretion:

- a Student repeatedly violates these Terms;

- the Parent repeatedly violates these Terms;
- participation creates an unsafe learning environment;
- behaviour significantly disrupts instruction;
- academic dishonesty occurs;
- the educational program is no longer appropriate for the Student;
- fees remain unpaid;
- false information was provided during registration; or
- continued participation is not in the best interests of the Company or other participants.

Removal from a program does not automatically entitle the Parent to a refund.

Refund eligibility shall be determined in accordance with the Company's Refund Policy.

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#### **4.13 Parent Communications**

Parents are encouraged to communicate respectfully with Company staff regarding educational matters.

The Company expects all communications—including emails, telephone calls, video meetings, text messages, social media interactions, and online discussions—to remain courteous and professional.

Abusive, threatening, harassing, or defamatory communications directed toward Company personnel may result in suspension or termination of Services.

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#### **4.14 Reservation of Rights**

The Company reserves the right to interpret and enforce this Section in a manner that reasonably protects:

- Students;
- Parents;
- instructors;
- volunteers;
- contractors;
- educational programs;
- intellectual property;
- Company reputation; and
- the overall learning environment.

Nothing contained in this Section limits any other right available to the Company under these Terms and Conditions or applicable law.

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**Online Learning, Class Recordings, Artificial Intelligence, Technology, Educational Disclaimer, Accessibility, and No Educational Guarantee**

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**5.1 Online Educational Services**

The Company provides educational Services through a variety of online platforms and technologies.

These Services may include, but not limited to:

- live online classes;
- virtual tutoring;
- educational consultations;
- webinars;
- workshops;
- online meetings;
- podcasts;
- videos;
- digital downloads;
- memberships;
- online communities; and
- other internet-based educational Services developed by the Company.

Parents acknowledge that participation in online education requires suitable technology, internet access, and appropriate supervision.

The Company does not guarantee uninterrupted access to online Services.

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**5.2 Parent Responsibility During Online Learning**

The Parent or Legal Guardian remains solely responsible for supervising the Student during participation in online educational activities.

Without limiting the foregoing, the Parent is responsible for:

- ensuring the Student has appropriate internet access;
- providing a suitable learning environment;

- supervising online conduct where appropriate;
- maintaining the security of devices;
- ensuring software remains current;
- protecting passwords;
- monitoring internet safety;
- ensuring appropriate use of cameras and microphones;
- supervising communications between the Student and other participants; and
- ensuring that confidential information is not unintentionally shared during online instruction.

Nothing in these Terms transfers supervisory responsibility from the Parent to the Company.

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### **5.3 Online Classroom Expectations**

Students are expected to participate professionally during all live educational activities.

Students shall:

- attend prepared to learn;
- participate respectfully;
- use appropriate language;
- avoid unnecessary distractions;
- follow instructor directions;
- remain attentive during instruction;
- use educational technology appropriately; and
- respect the privacy of other participants.

Parents are encouraged to ensure that Students participate from a quiet and appropriate location whenever reasonably possible.

---

### **5.4 Class Recordings**

The Company may record live online classes, tutoring sessions, webinars, workshops, educational presentations, meetings, consultations, business activities, and other educational activities.

Recordings may include:

- audio;
- video;
- student names;

- parent names;
- instructor presentations;
- screen sharing;
- educational discussions;
- chat messages;
- instructional materials;
- assignments voluntarily shared during instruction; and
- other educational interactions occurring during the session.

Recordings are created for legitimate educational and business purposes, including:

- educational review;
- instructor training;
- quality assurance;
- customer support;
- technical troubleshooting;
- dispute resolution;
- business continuity;
- legal compliance;
- security;
- maintaining educational records; and
- improving Company Services.

Unless otherwise stated in writing, all recordings remain the exclusive property of the Company.

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### **5.5 Use of Class Recordings**

Class recordings are intended solely for the internal educational and administrative purposes of the Company.

The Company will not intentionally publish identifiable images or recordings of Students for public advertising or promotional purposes without obtaining any additional consent required by applicable law.

Parents acknowledge that incidental appearances of Students may occur within recordings retained exclusively for internal Company purposes.

Recordings may be viewed only by authorized Company personnel, instructors, contractors, or individuals who reasonably require access in the performance of their duties.

The Company may retain recordings only for as long as reasonably necessary for educational, administrative, legal, security, insurance, quality assurance, dispute resolution, or other legitimate business purposes.

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### **5.6 Photography, Screenshots, Audio and Video**

Parents and Students shall not photograph, record, livestream, screenshot, copy, distribute, publish, or otherwise reproduce any live Company educational activity without the Company's prior written consent.

Likewise, Students shall not record or distribute images or recordings of other participants without their permission.

Unauthorized recording or distribution of Company educational activities may result in disciplinary action, removal from Services, legal action, or other remedies available under applicable law.

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### **5.7 Artificial Intelligence**

The Company may utilize artificial intelligence ("AI"), machine learning technologies, transcription services, grammar tools, productivity software, educational technologies, analytics software, or similar technologies to improve the delivery of its Services.

Such technologies may assist with:

- lesson preparation;
- educational planning;
- administrative tasks;
- customer support;
- accessibility;
- transcription;
- website improvements;
- business operations;
- marketing content;
- research; and
- other legitimate educational or business purposes.

All educational content remains subject to human review before publication.

The Company does **not** make decisions affecting Students solely through automated processing or artificial intelligence.

Where third-party AI providers are used, Parents acknowledge that information processed through such providers may also be governed by their respective legal agreements and privacy policies.

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### **5.8 Student Use of Artificial Intelligence**

Students may use artificial intelligence tools only where expressly permitted by the instructor or the applicable course requirements.

Where AI use is prohibited, Students shall not use AI to:

- complete assignments;
- answer examinations;
- complete quizzes;
- generate projects;
- prepare written submissions;
- impersonate original work; or
- otherwise gain an unfair academic advantage.

Unauthorized use of AI may constitute academic misconduct and may result in disciplinary action.

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### **5.9 Technology Requirements**

Participation in Company Services requires appropriate technology.

Parents are responsible for providing, maintaining, and securing:

- computers;
- tablets;
- cameras;
- microphones;
- speakers;
- internet access;
- compatible software;
- updated operating systems;
- antivirus protection; and
- any other equipment reasonably necessary to participate in Company Services.

The Company is not responsible for the cost, maintenance, compatibility, or operation of equipment owned by Parents or Students.

### **5.10 Technology Interruptions**

The Company shall not be responsible for interruptions, delays, cancellations, or reduced quality of Services arising from circumstances beyond its reasonable control.

Such circumstances include, but are not limited to:

- internet outages;
- power failures;
- hardware failures;
- software failures;
- cloud service interruptions;
- Zoom outages;
- Google Workspace interruptions;
- Microsoft service interruptions;
- Wix outages;
- Moneris service interruptions;
- cyberattacks;
- denial-of-service attacks;
- malware;
- ransomware;
- telecommunications failures;
- server failures;
- natural disasters;
- severe weather;
- or failures of third-party technology providers.

The Company reserves the right to reschedule educational activities where reasonably necessary.

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### **5.11 Educational Disclaimer**

The Company provides educational instruction, resources, and information for general educational purposes only.

The Company does not represent or guarantee:

- academic success;

- graduation;
- provincial recognition;
- homeschool approval;
- acceptance by any school or institution;
- admission to a college or university;
- employment;
- scholarships;
- financial success;
- examination results; or
- any other educational or personal outcome.

Individual educational outcomes depend upon numerous factors beyond the Company's control.

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#### **5.12 No Educational Credit Guarantee**

Completion of any Company course, workshop, tutoring program, webinar, consultation, or educational Service does not guarantee:

- secondary school credit;
- homeschool credit recognition;
- provincial approval;
- transfer credit;
- university admission;
- college admission;
- apprenticeship acceptance;
- employment;
- professional certification; or
- acceptance by any educational institution.

Parents remain solely responsible for determining whether Company Services satisfy the educational requirements applicable to their individual circumstances.

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#### **5.13 Accessibility**

The Company is committed to making reasonable efforts to provide accessible educational Services where practicable.

Parents requesting accommodations should notify the Company before enrollment or as soon as reasonably practicable thereafter.

While the Company will make reasonable efforts to accommodate Students where feasible, not every requested accommodation can be guaranteed due to the nature of particular educational programs, technology limitations, staffing, safety considerations, or other operational factors.

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#### **5.14 Disclaimer of Warranties**

To the fullest extent permitted by applicable law, all Company Services are provided on an "**as is**" and "**as available**" basis.

The Company makes no representation or warranty that:

- Services will be uninterrupted;
- Services will be error-free;
- software will remain continuously available;
- technology will function without interruption;
- websites will remain continuously operational;
- downloadable materials will be compatible with every device;
- information will always remain current;
- third-party platforms will remain available; or
- Services will satisfy every Parent's or Student's individual expectations.

Parents acknowledge that internet-based educational Services involve inherent technological risks that cannot be completely eliminated.

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#### **5.15 Reservation of Rights**

The Company reserves the right to:

- modify educational technology;
- change software providers;
- revise instructional methods;
- introduce new educational technologies;
- discontinue obsolete technologies;
- update educational resources; and
- implement operational changes reasonably necessary to improve or protect Company Services.

Nothing contained in this Section limits any other right available to the Company under these Terms and Conditions or applicable law.

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## **SECTION 6**

### **Payments, Pricing, Refunds, Course Cancellations, Administrative Fees, Memberships, and Billing**

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#### **6.1 Fees and Pricing**

The fees for the Company's products and Services are published on the Company's website or are otherwise provided to the Parent before purchase.

The Company reserves the right to establish, modify, increase, decrease, or discontinue pricing for any product or Service at any time.

Unless otherwise stated, changes in pricing shall not affect Services that have already been fully purchased prior to the effective date of the price change.

All prices are quoted in **Canadian Dollars (CAD)** unless expressly stated otherwise.

Applicable taxes will be charged where required by law.

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#### **6.2 Payments**

Payment is required before access is granted to most Company products or Services unless the Company expressly agrees otherwise in writing.

Payments may include, without limitation:

- course tuition;
- tutoring fees;
- consultation fees;
- memberships;
- subscriptions;
- workshops;
- webinars;
- downloadable resources;
- digital products;
- printed products;
- educational events; and
- any other products or Services offered by the Company.

The Company reserves the right to refuse access to any product or Service until payment has been successfully received and processed.

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### **6.3 Payment Processing**

Payments are processed through third-party payment providers selected by the Company.

These providers may include, without limitation:

- Wix Payments;
- Moneris;
- major credit card providers;
- debit card providers; and
- other payment processors selected by the Company.

The Company does not collect or store complete credit card information on its own servers.

Payment information is collected and processed in accordance with the policies of the applicable payment processor.

The Company is not responsible for payment processor outages, security incidents, transaction delays, declined payments, or other circumstances beyond its reasonable control.

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### **6.4 Failed or Declined Payments**

If a payment is declined, reversed, disputed, cancelled, or otherwise fails to process successfully, the Company may:

- suspend access to Services;
- suspend Student participation;
- delay enrollment;
- refuse future registrations;
- require an alternative payment method;
- assess reasonable administrative charges where permitted by law; or
- pursue any other lawful remedy available for unpaid amounts.

The Parent remains responsible for all outstanding amounts owing to the Company.

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## 6.5 Memberships and Subscriptions

Where the Company offers memberships or subscription-based Services:

- recurring billing will occur according to the selected plan;
- memberships continue until cancelled in accordance with the applicable membership terms;
- cancellation does not automatically entitle the member to a refund for amounts already paid; and
- membership benefits may change from time to time as the Company develops or improves its Services.

The Company reserves the right to discontinue or modify membership offerings upon reasonable notice.

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## 6.6 Refund Policy

The Company's Refund Policy forms part of these Terms and Conditions and is incorporated by reference.

Parents are responsible for reviewing the Refund Policy before making any purchase.

Unless expressly stated otherwise in writing, refunds are governed exclusively by the Company's Refund Policy.

Nothing contained in these Terms limits any rights that cannot legally be excluded under applicable consumer protection legislation.

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## 6.7 Educational Services

Because educational Services require advance preparation, scheduling, instructor time, administrative resources, and limited enrollment, refunds may be restricted after a Service has commenced.

The Company reserves the right to determine refund eligibility in accordance with its Refund Policy and the circumstances of the particular purchase.

Participation in part of a course, consultation, tutoring session, workshop, webinar, or other educational Service may reduce or eliminate refund eligibility.

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## 6.8 Digital Products

Unless otherwise required by applicable law or expressly stated in writing, digital products are generally **non-refundable** once:

- access has been granted;
- the product has been downloaded;
- electronic delivery has occurred;

- streaming access has been activated; or
- the product has otherwise been made available to the purchaser.

This provision helps protect the Company's intellectual property and digital educational resources.

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## **6.9 Physical Products**

Where physical promotional or educational products are offered, refund eligibility may depend upon factors including:

- condition of the product;
- return within the applicable return period;
- proof of purchase;
- whether the product has been substantially used or damaged; and
- compliance with any return instructions provided by the Company.

Return shipping costs are the responsibility of the purchaser unless otherwise required by applicable law or agreed by the Company.

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## **6.10 Course Cancellation by the Company**

The Company reserves the right to cancel, postpone, reschedule, modify, or combine educational programs where reasonably necessary.

Reasons may include, but are not limited to:

- insufficient enrollment;
- instructor illness;
- emergencies;
- severe weather;
- technology failures;
- safety concerns;
- government restrictions;
- force majeure events; or
- other circumstances beyond the Company's reasonable control.

Where a course is cancelled by the Company before it begins, the Parent may be offered one or more of the following, at the Company's discretion:

- a full refund;

- transfer to another course;
  - course credit; or
  - rescheduling.
- 

#### **6.11 Withdrawal by the Parent**

If a Parent chooses to withdraw a Student from a Company Service, refund eligibility shall be determined solely in accordance with the Company's Refund Policy.

Failure to attend classes, complete assignments, participate in educational activities, or use purchased materials does not automatically entitle the Parent to a refund.

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#### **6.12 Removal from Services**

If a Student or Parent is suspended or removed from Company Services due to violations of these Terms and Conditions, the Code of Conduct, or other Company policies, the Company may deny refunds to the fullest extent permitted by applicable law.

The Company reserves the right to determine refund eligibility based upon the specific circumstances of each matter.

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#### **6.13 Administrative Fees**

The Company reserves the right to charge reasonable administrative fees where permitted by applicable law for matters including:

- payment reversals;
- chargebacks;
- returned payments;
- replacement certificates;
- duplicate documents;
- special administrative requests;
- custom educational reports; and
- other administrative services requested by the Parent.

Any applicable fees will be disclosed before being charged where reasonably practicable.

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#### **6.14 Chargebacks and Payment Disputes**

Parents agree to contact the Company first to attempt to resolve any payment concern before initiating a chargeback or payment dispute through a financial institution.

Where a chargeback is initiated without reasonable grounds, the Company reserves the right to:

- suspend Services;
- recover outstanding amounts;
- recover reasonable administrative costs where permitted by law;
- refuse future enrollments; and
- pursue any other legal remedies available.

Nothing in this provision limits a consumer's legal right to dispute unauthorized or fraudulent transactions.

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### **6.15 Promotional Pricing and Discounts**

From time to time, the Company may offer:

- promotional pricing;
- introductory offers;
- scholarships;
- coupons;
- discounts;
- bundle pricing; or
- other special offers.

Unless expressly stated otherwise:

- promotional offers cannot be combined;
  - offers have no cash value;
  - expired promotions cannot be applied retroactively; and
  - the Company may modify or discontinue promotions at any time.
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### **6.16 Taxes**

Parents are responsible for paying any taxes applicable to purchases as required by law.

Where the Company is legally required to collect and remit taxes, such taxes will be added to the purchase price and identified during the purchasing process.

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### **6.17 Reservation of Rights**

The Company reserves the right to:

- modify pricing;
- revise payment procedures;
- change payment providers;
- discontinue products;
- introduce new payment methods;
- modify membership offerings;
- revise refund procedures; and
- update billing practices,

provided such changes comply with applicable law.

Nothing contained in this Section limits any other legal right available to the Company under these Terms and Conditions or applicable law.

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