

PUBLIC OFFER

OSSD Subscription Agreement for Educational Services

§1 The School

Toronto Imperial School Inc. ("TIS" or "the School") is a private secondary school incorporated and operating under the laws of Ontario, Canada (company no. 1000434865), with its registered office at 217 Birmingham Street, Unit 22, Etobicoke, Ontario, M8V 0J5. TIS is inspected by the Ontario Ministry of Education and is authorized to grant credits toward the Ontario Secondary School Diploma (OSSD). Inspection status is publicly verifiable at <https://data.ontario.ca/dataset/private-school-contact-information>.

§2 Definitions

The following terms have the meanings given to them throughout this Offer:

- 2.1 "Customer" means the individual who accepts this Offer by paying the invoice – either the Student (if aged 18 or over) or the Legal Guardian acting on behalf of a minor Student.
- 2.2 "Legal Guardian" means the parent or other person holding lawful parental authority over the Student, where the Student is under 18 years of age.
- 2.3 "Student" means the individual who will receive the educational services described herein.
- 2.4 "Subscription" means the ongoing, recurring access to TIS educational services under the selected Plan. The Subscription is paid either annually in full or in instalments, as set out in the Invoice.
- 2.5 "Billing Date" means the date on which a payment falls due under this Offer, as stated in the Invoice. Payments are not charged automatically: each payment is made by the Customer against an Invoice or payment link issued by TIS. Where the Customer pays before the Term Start Date (Early Enrollment), the Billing Dates for all later payments are measured from the Term Start Date.
- 2.6 "Billing Period" means each period for which the Subscription fee is payable, being each calendar month where payment is made in instalments, or each twelve-month period where payment is made annually, measured from the Term Start Date.
- 2.7 "Self-Directed Plan" means the subscription tier providing access to the LMS platform, 24/7 AI Learning Assistant, evaluated assignments, plagiarism checking, subject certificates, and eligibility to earn the OSSD upon meeting all graduation requirements.
- 2.8 "Mentored Plan" means the Self-Directed Plan plus personalized AI support, a dedicated human career consultant, and a personal university pathway roadmap.
- 2.9 "Live Lesson Pack" means a separately purchased, one-time add-on bundle of sessions with a certified Ontario teacher, available in packages of 5, 10, 15, or 20 lessons.
- 2.10 "LMS" means the Learning Management System operated by TIS through which all digital course content, assessments, and AI Learning Assistant interactions are delivered.
- 2.11 "OSSD" means the Ontario Secondary School Diploma, issued by TIS upon the Student's successful completion of all provincial graduation requirements.
- 2.12 "Freeze" means a temporary, voluntary suspension of the Subscription at the Customer's request, during which billing is paused and platform access is suspended.

- 2.13 "Invoice"** means the document issued by TIS to the Customer specifying the selected Plan, the payment option that applies, the applicable fee, the payment currency, and the payment methods available. Where the instalment option applies, the Invoice also states the Enrolment Period, the Total Fee, the number of instalments, the amount of each instalment, the exact calendar due date of each instalment, and the early termination amount.
- 2.14. "Term Start Date"** means the official date specified in the Invoice when the Student's active academic term or course access formally begins.
- 2.15 "Total Fee"** means the total amount payable by the Customer for the Enrolment Period, as stated in the Invoice, where the instalment option applies.
- 2.16 "Enrolment Period"** means the period stated in the Invoice for which the Total Fee is payable, measured from the Term Start Date.

§3 Acceptance of this Offer

- 3.1** This document constitutes a public offer (offerta) by TIS to enter into a subscription agreement for educational services on the terms set out herein. The offer is addressed to any person who receives or accesses an Invoice issued by TIS.
- 3.2** Each Invoice issued by TIS will contain a prominent reference to this Offer and a direct hyperlink to its current version published on the TIS website. By paying the Invoice, the Customer confirms that they have accessed and read this Offer in full prior to making payment. Payment of the Invoice, in whole or in part, constitutes the Customer's unconditional acceptance of all terms set out herein and in Schedule A, without requirement of a signature or any other formality. Where the Invoice sets out an instalment plan, payment of the first instalment also constitutes acceptance of the Total Fee and of every due date disclosed in that Invoice. Where the Customer makes payment without having read this Offer, that circumstance does not affect the validity or enforceability of the agreement formed by such payment.
- 3.3** Once accepted, this Offer becomes a binding agreement between TIS and the Customer, governed by the laws of the Province of Ontario.
- 3.4** Before making payment, the Customer must read and understand this Offer in its entirety. TIS strongly recommends that the Customer retain a copy of this document, accessible at all times at the TIS website, together with the Invoice for their records. Payment constitutes confirmation that the Customer has done so.
- 3.5** Where the Customer is a Legal Guardian paying on behalf of a minor Student, the Customer represents and warrants that they hold parental authority or legal guardianship over the Student and are legally entitled to accept this Offer on the Student's behalf.

§4 The Invoice

- 4.1** TIS will issue an Invoice to the Customer before each payment falls due, being before each Billing Period where the annual option applies, or before each instalment where the instalment option applies. The Invoice will specify: the Customer's name and email address; the Student's name; the selected Plan and billing cycle; the fee amount and currency; the Billing Date; available payment methods; and the payment deadline.
- 4.2** All fees are calculated and stated in United States Dollars (USD) as the primary contract currency. Payments are permitted in USD, CAD, EUR, or TRY. Where payment is made in a currency other

than USD, the amount payable is derived from the USD base price converted at the commercial exchange rate used by TIS's payment processor or TIS's settlement bank on the day the Invoice is issued. TIS is not liable for exchange rate volatility or conversion fees levied by the Customer's card issuer or bank.

- 4.3 Payment may be made by credit or debit card, bank wire transfer, or any other method indicated on the Invoice or the TIS payment portal at <https://torontoimperial.flywire.com>. Where payment is made by wire transfer, the Customer bears all applicable bank transfer charges on their side.
- 4.4 The Invoice constitutes an integral part of this agreement. In the event of any conflict between the Invoice and the body of this Offer regarding price, payment option, instalment amounts, or due dates, the Invoice prevails.

§5 Confirmation of Acceptance

- 5.1 Within two (2) business days of receiving successful payment, TIS will send a confirmation email to the email address associated with the Invoice. The confirmation email will include: confirmation that payment has been received; the Subscription Plan and Billing Period activated; the next Billing Date; and a link to the current version of this Offer and Schedule A.
- 5.2 The confirmation email, together with the Invoice and this Offer, constitutes the complete record of the agreement between TIS and the Customer. The Customer is responsible for retaining these documents.
- 5.3 If the Customer does not receive a confirmation email within two (2) business days of payment, the Customer must notify TIS through the account dashboard on the LMS platform, or where that functionality is not yet available, by written request to info@torontoimperial.com. Failure to notify TIS does not affect the validity of the acceptance or the Customer's obligation to pay.

§6 Educational Services

- 6.1 TIS agrees to provide the Student with ongoing access to its online OSSD credit program on a subscription basis, in accordance with the Plan specified in the Invoice.
- 6.2 The educational services are delivered entirely online through the LMS platform. Access is granted upon activation of the Subscription and remains available for each Billing Period in which payment is made in full and on time.
- 6.3 The full content of each Subscription Plan is described in Schedule A and published for public review at <https://torontoimperial.com/canadian-diploma/en/>. TIS reserves the right to update platform specifications in compliance with Section 16.
- 6.4 The Student may study one to four subjects per academic year. Course selection is made through the LMS at the start of each academic year in consultation with TIS guidance staff.
- 6.5 All educational services are conducted entirely in English. An English proficiency level of B1 (CEFR Intermediate) or higher is recommended for successful curriculum engagement. TIS does not enforce an obligatory entrance placement test as a condition for subscription activation. The Customer acknowledges that ensuring the Student's linguistic readiness is their sole responsibility; no refund will be issued on the ground that the Student's English proficiency later proves insufficient. This does not limit the Customer's rights under applicable consumer protection legislation or the Satisfaction Guarantee in clause 9.4.

§7 OSSD Graduation Requirements

- 7.1** The OSSD is issued upon the Student's satisfaction of all applicable Ontario Ministry of Education requirements. As of the effective date of this Offer, those requirements include: a minimum of 30 course credits (18 compulsory and 12 optional); successful completion of the Ontario Secondary School Literacy Test (OSSLT); and a minimum of 40 hours of community involvement activities.
- 7.2** These requirements are established by the Province of Ontario and are outside TIS's control. TIS will notify the Customer of any Ministry-announced changes as soon as reasonably practicable.
- 7.3** The OSSD enables the Student to apply for post-secondary admission worldwide. Admission decisions rest solely with receiving institutions, and TIS makes no guarantee of acceptance to any specific university or program. Any scholarship information published by TIS reflects opportunities at the date of publication and is subject to change by the awarding institutions.

§8 Fees and Payment

- 8.1** No automatic billing. TIS does not operate automatic recurring billing under this Offer and does not store or charge a payment method on file. Each payment is made by the Customer against an Invoice or payment link issued by TIS. The Customer pays either (a) the annual fee in full in a single payment, or (b) the Total Fee in instalments on the dates set out in the Invoice. The option that applies, together with every amount and due date, is stated in the Invoice before payment is made.
- 8.2** Annual payment. Where the annual option applies, the full annual fee is due in a single payment on the date stated in the Invoice. The annual rate carries a 10% discount against the equivalent monthly rate for the same Plan. Where the Customer pays before the Term Start Date (Early Enrollment), payment confirms the Student's placement but does not advance the Term Start Date, and all Billing Periods are measured from the Term Start Date regardless of when payment was made.
- 8.3** Payment in instalments. Where the instalment option applies, the Invoice sets out the Enrolment Period, the Total Fee, the number of instalments, the amount of each instalment, and the exact calendar due date of each instalment. Those amounts and dates govern payment for the Enrolment Period. The Customer enrolls for the whole of the Enrolment Period and owes the Total Fee for that period. Instalments are a payment convenience and do not reduce or divide that obligation. Payment of the first instalment constitutes acceptance of the Total Fee obligation as disclosed in that Invoice.
- 8.4** Invoices and payment links. TIS sends each Invoice or payment link to the email address on file, from the torontoimperial.com domain. The due dates stated in the Invoice are binding whether or not a further Invoice or link is received. If the Customer has not received an Invoice or link at least three (3) calendar days before a due date, the Customer must notify TIS at info@torontoimperial.com, and TIS will not treat the payment as late for any period of delay caused by the Invoice or link not being sent.
- 8.5** Late payment. If a payment is not made by its due date, TIS will issue a reminder and allow a grace period of seven (7) calendar days during which the Student's platform access remains active. If the payment remains outstanding at the end of that period, access to the LMS will be suspended. Access is restored within 24 hours of payment of all outstanding amounts.
- 8.6** Non-payment. Amounts not paid within thirty (30) calendar days of their due date may be referred to a third-party collection process. TIS will provide written notice to the Customer before taking that step.
- 8.7** Termination for non-payment. If a payment remains outstanding for thirty (30) calendar days after its due date, TIS may terminate this agreement on written notice. On termination, clause 8.8

determines the amount owed. TIS will not require payment of instalments relating to periods of access that it has suspended or withdrawn. Course credits and assessment results already earned are retained in the Student's Ontario Student Record, and TIS will not withhold or destroy academic records because of an unpaid balance.

8.8 Amount payable on early cancellation. This clause applies where the Customer pays in instalments and cancels before the end of the Enrolment Period. On cancellation the Customer owes the standard monthly rate for the selected Plan under Schedule A for each month in which platform access was provided, plus the early termination amount stated in the Invoice. All amounts already paid are set off against that total. TIS refunds any excess, and the Customer pays any shortfall, within thirty (30) calendar days. Where the Customer paid the annual fee in a single payment, clause 9.5 applies instead. Clause 9.4 and the Customer's rights under applicable consumer protection legislation are unaffected.

§9 Cancellation

9.1 The Customer may cancel the Subscription at any time through the account dashboard on the LMS platform, or where that functionality is not yet available, by written request to info@torontoimperial.com. TIS will confirm cancellation by email within two (2) business days.

9.2 Cancellation takes effect at the end of the current Billing Period. The Student retains full platform access through the last day of that period.

9.3 No refund is issued for the current Billing Period in which cancellation is requested, regardless of when in the period the request is submitted. This reflects that access rights and associated costs for the full Billing Period are committed on the Billing Date.

9.4 Satisfaction Guarantee. If the Customer cancels after the first complete Billing Period and is not satisfied with the services received, TIS will refund the most recent Billing Period payment in full, provided: the cancellation request is submitted within fourteen (14) calendar days of that Billing Date; and the Student logged in and engaged with course material at least three (3) times during that period. This guarantee may be exercised once per Customer per Student.

9.5 For annual billing: if the Customer cancels after the first thirty (30) days of the annual cycle, TIS will refund the value of unused full months remaining in the cycle, calculated on a pro-rata monthly basis, less an administrative fee of USD 50. No refund applies to the first month or to any partial month. Where the Invoice sets out an instalment plan, clause 8.8 governs instead of this clause.

§10 Subscription Freeze

10.1 The Customer may request a Freeze once per academic year (September to August) for a minimum of one (1) and a maximum of two (2) consecutive calendar months.

10.2 To activate a Freeze, the Customer must submit a request through the LMS account dashboard, or where that functionality is not yet available, by written request to info@torontoimperial.com, no fewer than five (5) calendar days before the next Billing Date. TIS will confirm the Freeze in writing within two (2) business days.

10.3 During a Freeze, billing is paused and platform access is suspended for the confirmed Freeze period. No charge is made for a Billing Period falling entirely within the Freeze. Amounts already charged before confirmation are not refunded.

10.4 The Subscription resumes on the first Billing Date after the Freeze ends, and TIS will issue an Invoice at the standard Plan rate for that period. All course progress is preserved in full. The Student must complete any in-progress course in the next active period.

§11 Plan Changes

11.1 The Customer may upgrade or downgrade the Plan at any time by contacting TIS at info@torontoimperial.com or through the LMS account settings. Changes take effect from the start of the next Billing Period.

11.2 The current Plan remains in effect through the end of the current Billing Period with no proration. When upgrading, the higher rate applies from the next Billing Date. When downgrading, the lower rate applies from the next Billing Date.

11.3 Any live tutor or career consultation sessions already scheduled within the current Billing Period will be completed as planned. Sessions not yet taken at the time the higher-tier access ends do not carry over, and no refund is issued for those sessions. All academic credits and course progress are preserved upon any Plan change.

§12 Live Lesson Packs

12.1 Live Lesson Packs are optional one-time purchases, separate from the Subscription. Packs are available in bundles of 5, 10, 15, or 20 sessions with a certified Ontario teacher. Pack pricing is published on the TIS website and confirmed in the relevant Invoice at the time of purchase.

12.2 Lessons are credited to the Student's LMS account upon payment and must be scheduled through the LMS booking system. Unused lessons do not expire while the Subscription remains active.

12.3 Cancellation of individual booked sessions:

- Cancelled by the Customer at least 24 hours before the session: the lesson credit is returned to the account in full.
- Cancelled by the Customer with less than 24 hours' notice, or where the Student does not attend without notice: the lesson credit is forfeited.
- Cancelled by TIS or the assigned teacher: the lesson credit is returned in full, and TIS will offer to reschedule at the Customer's convenience.

12.4 If the Customer cancels the Subscription entirely and requests a refund for unused lesson credits within thirty (30) calendar days of the cancellation date, TIS will refund the pro-rata value of those credits based on the original Pack price. No refund is available after thirty (30) calendar days from Subscription cancellation. Live Lesson Packs are non-transferable between students.

§13 Price Changes

13.1 TIS may adjust Subscription fees at most once per calendar year, by no more than ten percent (10%) above the then-current rate.

13.2 TIS will notify the Customer of any upcoming price adjustment no fewer than thirty (30) calendar days before the adjusted rate takes effect, by email to the address on file. It is the Customer's responsibility to maintain a current email address in the LMS account settings.

13.3 If the Customer does not wish to continue at the new rate, the Customer may cancel in accordance with Section 9 before the adjustment takes effect. Continued use of the Subscription after the effective date constitutes acceptance of the new rate.

13.4 Price adjustments apply to recurring Subscription fees only. Live Lesson Pack fees paid before any adjustment are not retroactively altered. These provisions are intended to comply with the Consumer Protection Act, 2002 (Ontario) and its successor legislation.

§14 TIS Obligations

14.1 TIS will use commercially reasonable efforts to maintain platform availability and will provide advance notice of scheduled maintenance where practicable. Where an unplanned outage materially prevents the Student from accessing enrolled course materials for an extended period, TIS will take reasonable steps to remedy the disruption promptly and, at its discretion, may extend the affected Billing Period.

14.2 TIS will ensure that all credit-granting courses are developed and overseen by teachers certified with the Ontario College of Teachers (OCT) and that all course content complies with Ontario curriculum requirements.

14.3 TIS will maintain the Student's Ontario Student Record (OSR) in accordance with the Ontario Student Record guideline published by the Ministry of Education, for so long as the Student is enrolled.

14.4 TIS will comply with all applicable Ontario and federal Canadian laws, including PIPEDA, the Education Act (Ontario), Growing Success, and the Consumer Protection Act, 2002 (Ontario).

14.5 TIS reserves the right to suspend or permanently revoke the Student's platform access for academic dishonesty (including plagiarism or unauthorized AI use in assessments), harassment of staff or other students, or absence from the platform for more than thirty (30) consecutive calendar days without an approved Freeze or agreed accommodation. TIS will provide written notice and a response period of at least five (5) business days before any permanent revocation.

§15 Customer Obligations

15.1 The Customer shall ensure that the Student complies with all TIS academic policies, the Student Code of Conduct, and any guidelines published by TIS on the LMS platform or in writing.

15.2 The Customer shall provide accurate and complete information and promptly notify TIS of any material change in the Student's circumstances relevant to the provision of services.

15.3 The Customer shall ensure the Student maintains a technical environment meeting TIS's published minimum requirements and that the Student actively participates in courses and submits assignments on time.

15.4 The Customer is responsible for all internet access, device, and software costs required to use the LMS.

§16 Amendments to this Offer

16.1 TIS may amend the terms of this Offer (other than Subscription fees, governed by Section 13) by publishing the revised version on the TIS website and providing the Customer with not less than thirty (30) calendar days' written notice by email.

16.2 If the Customer objects to any amendment, the Customer may cancel the Subscription before the amendment takes effect in accordance with Section 9, without any penalty beyond the current Billing Period.

16.3 Continued use of the Subscription after the effective date of any amendment constitutes acceptance of the revised terms. No amendment will reduce the Student's existing academic credits, alter the curriculum applicable to credits already in progress, or retroactively change fees for a Billing Period already charged.

§17 Privacy and Data Protection

17.1 TIS collects, uses, and discloses personal information in accordance with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable Ontario privacy legislation. Personal information is collected to provide educational services, maintain the OSR, communicate with the Customer, process payments, and comply with regulatory obligations.

17.2 Personal data is stored and processed on servers located in Canada. Where any service providers process data outside Canada, TIS will ensure contractual protections equivalent to PIPEDA are in place. TIS will not sell personal information to third parties. TIS may share information with Ontario Ministry of Education officials, payment processors, proctoring services, and partner universities strictly as necessary for program delivery.

17.3 Where the Student is under 18, TIS will communicate academic performance and attendance information to the Legal Guardian. Upon the Student turning 18, TIS will request the Student's written consent before sharing information with third parties.

17.4 Cross-border transfers. By accepting this Offer, the Customer acknowledges that personal data will be transferred to and processed in Canada. Where the Customer or Student is a resident of Turkey or their data is subject to the Turkish Personal Data Protection Law (KVKK, Law No. 6698 as amended), the Customer acknowledges that the transfer is necessary for the performance of this agreement. TIS processes such data in accordance with PIPEDA, which TIS considers to provide protection consistent with KVKK principles. To the extent applicable Turkish law requires additional mechanisms, TIS commits to cooperating in good faith to put those measures in place without undue delay. The Customer retains all rights under KVKK, exercisable by contacting info@torontoimperial.com.

17.5 The Customer may request access to, correction of, or deletion of personal information held by TIS by contacting info@torontoimperial.com.

17.6 TIS implements appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or disclosure.

§18 Limitation of Liability

18.1 TIS's total cumulative liability to the Customer under or in connection with this agreement, whether in contract, tort, or otherwise, shall not exceed the total Subscription fees paid in the twelve (12) months immediately preceding the event giving rise to the claim.

18.2 TIS shall not be liable for any indirect, incidental, consequential, or punitive damages, including loss of anticipated educational outcomes or university admission opportunities, even if TIS has been advised of the possibility of such losses.

18.3 Nothing in this Offer limits or excludes liability that cannot lawfully be excluded under applicable mandatory consumer protection legislation. The Customer retains all statutory rights.

§19 Force Majeure

19.1 Neither party is liable for any delay or failure in performing its obligations where that delay or failure arises from circumstances beyond its reasonable control, including natural disasters, war, governmental action, widespread internet outages, public health emergencies, or any regulatory action by a governmental or ministerial authority that prevents or materially restricts the lawful delivery of online secondary education. The affected party must notify the other promptly and take reasonable steps to mitigate the impact. Where a force majeure event continues for more than thirty (30) consecutive calendar days, either party may terminate this agreement on written notice, and TIS will refund a pro-rata portion of any prepaid Subscription fees for the period of service not yet delivered.

§20 Dispute Resolution and Governing Law

20.1 This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

20.2 The parties will attempt to resolve any dispute through good-faith negotiation. If a dispute is not resolved within thirty (30) calendar days of written notice, it may be submitted to binding arbitration under the Arbitration Act, 1991 (Ontario), with proceedings conducted in English in the City of Toronto, Ontario.

20.3 The Customer retains all statutory rights available under applicable law.

§21 General Provisions

21.1 This Offer, together with the Invoice and Schedule A, constitutes the entire agreement between the parties and supersedes all prior representations and understandings, whether written or oral.

21.2 If any provision of this Offer is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions continue in full force.

21.3 This Offer may not be assigned by the Customer without TIS's prior written consent. TIS may assign this agreement to a successor entity in connection with a corporate reorganization, merger, or acquisition, provided the successor assumes all obligations of TIS.

21.4 All notices from TIS to the Customer are validly given by email to the address associated with the Invoice or LMS account. Notices from the Customer to TIS must be sent to info@torontoimperial.com or by post to 217 Birmingham Street, Unit 22, Etobicoke, Ontario, M8V 0J5, Canada.

SCHEDULE A

Subscription Plans, Features, and Pricing

This Schedule forms an integral part of the Public Offer. The Customer must review it before making payment.

Feature	Self-Directed USD 67/mo USD 60/mo (annual)	Mentored USD 115/mo USD 94/mo (annual)
LMS platform access	24/7	24/7
AI Learning Assistant – explains, assesses, feedback	Yes	Yes, personalised to learning style
Evaluated assignments with written feedback	Yes	Yes
Plagiarism check on every submission	Yes	Yes
Subject certificate per completed course	Yes	Yes
OSSD diploma (upon meeting all MOE requirements)	Included from 6 credits	Included from 6 credits
Career consulting – field and course selection	Not included	Included before program start
Ongoing career consulting throughout program	Not included	Included
University prerequisite matching	Not included	Included
Progress reports to Legal Guardian	Monthly	Monthly + on-request
Live lessons with certified Ontario teacher	Add-on (separate Invoice)	Add-on (separate Invoice)
Subscription Freeze (once/year, max 2 months)	Yes	Yes
Plan switching	Upgrade any time	Downgrade any time

Live Lesson Pack Pricing (Add-On – invoiced separately):

5-lesson pack	10-lesson pack	15-lesson pack	20-lesson pack
<i>Price: see current TIS website</i>	<i>Price: see current TIS website</i>	<i>Price: see current TIS website</i>	<i>Price: see current TIS website</i>

Live Lesson Pack prices are published on the TIS website and confirmed on the relevant Invoice. These prices are not subject to the annual cap in Section 13 and may be adjusted at any time, with changes applying to new purchases only.