



Toronto
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TIS Website Terms of Use

This document outlines the Terms of Use (the "Terms of Use" or "rules") for accessing the TIS website at <https://www.torontoimperial.com>. These rules also apply to any other websites associated with Toronto Imperial School (<https://torontoimperial.com>), its subsidiaries, or any companies they own (known as "affiliates"), including all international TIS websites (collectively referred to as the "Site"). The entire Site is owned by TORONTO IMPERIAL SCHOOL INC. ("TIS") and the companies that licence content to TIS.

§1. Agreement to Terms of Use

By using this site, you agree to comply with these Terms of Use. If you do not agree, please do not use the site.

Toronto Imperial School reserves the right to change, modify, add, or remove parts of these Terms of Use at any time. It is your responsibility to review these Terms of Use regularly for any updates. Continued use of the site following any changes signifies your acceptance of those changes. As long as you comply with these Terms of Use, Toronto Imperial School grants you limited, personal, and non-transferable access to use the site. This access is limited and does not imply any ownership rights.

While Toronto Imperial School will make efforts to notify users of significant changes, it remains your responsibility to stay informed by reviewing these Terms regularly.

§2. Content

All content on this Site, including but not limited to text, graphics, logos, photographs, user interfaces, sounds, music, artwork, and computer code (collectively referred to as "Content"), is protected by Canadian copyright, trademark, patent, trade dress, and other relevant intellectual property laws. The Content is owned, controlled, or licensed by Toronto Imperial School (TIS) and is protected under both Canadian intellectual property laws and international treaties, such as the Berne Convention for the Protection of Literary and Artistic Works and the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).



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Unauthorized use, reproduction, modification, or distribution of any Content is strictly prohibited and may result in legal penalties under Canadian law, as well as applicable laws in the user's jurisdiction. This prohibition applies to all users, including those outside of Canada. Users in other countries are subject to the intellectual property laws of their respective countries in addition to Canadian law, where applicable.

No part of the Content may be copied, reproduced, modified, uploaded, posted, transmitted, or distributed in any form or by any means without the express written consent of TIS. Any requests for permission to use Content must be submitted in writing to TIS and are subject to approval.

TIS reserves the right to pursue legal remedies, including but not limited to civil or criminal action, for any violations of its intellectual property rights.

Requests for written consent to use any part of the Content must be submitted formally to TIS. TIS will review such requests and reserves the right to approve or deny them at its sole discretion.

§3. Your Use of the Site

You may not use automated tools or methods to access, copy, or monitor any part of the Site or its content. You are also prohibited from attempting to alter the way the Site functions or gaining information through means not intentionally made available. TIS reserves the right to prevent any such activities.

You must not attempt to access areas of the Site that are restricted or try to interfere with other systems connected to the Site. Additionally, you are prohibited from engaging in activities that impose an unreasonable load on the Site's infrastructure or any connected systems.

You may not use any means to disrupt the Site's functioning or the experience of other users. Impersonation or sending messages designed to appear as though they come from someone else is strictly forbidden.

The Site must not be used for any illegal purposes or in violation of these Terms of Use. You are not permitted to solicit others to



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perform unlawful acts or infringe upon the rights of TIS or any third party.

Unlawful and Unauthorized Use

The Site may not be used for any unlawful activities or actions that violate these Terms of Use. This includes encouraging or instructing others to commit illegal acts or infringe upon the rights of TIS or third parties. Any misuse of personal, corporate, or confidential information obtained from the Site is a violation of Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), as well as other applicable international laws, including the General Data Protection Regulation (GDPR) in the European Union and the California Consumer Privacy Act (CCPA) in the United States.

Data Protection and Cybersecurity Compliance

All users must comply with applicable data protection and cybersecurity laws in their local jurisdictions. Users located outside Canada are subject to their respective local privacy regulations, in addition to international standards. Any violation of these laws may result in legal consequences, including penalties under Canadian law or sanctions under international regulations. Misuse of data or breach of these rules may lead to termination of access and notification of the relevant authorities.

TIS reserves the right to suspend or terminate your access to the Site immediately, without prior notice, if any violations of these Terms of Use are detected.

§4. Additional Terms and Conditions

Certain services or parts of the Site, such as contests or promotions, may have additional rules that apply. These additional rules are part of these Terms of Use, and by using the Site, you agree to comply with them, including any age requirements for participation. If there is a conflict between these Terms of Use and the specific rules for a service, the specific rules will take precedence.

The responsibilities of TIS for its services are defined solely by the agreements you have with us for those services. Nothing on the Site alters those agreements.



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TIS reserves the right to modify the services offered on the Site or adjust pricing for those services at any time without prior notice. The information provided on the Site may be outdated, and TIS does not commit to updating it.

For users purchasing products or services through the Site, Canadian consumer protection laws will apply. However, users outside of Canada are entitled to protection under their respective local laws, such as the Consumer Rights Directive (EU) or other regional consumer protection acts.

TIS complies with local regulations regarding warranties, returns, and refunds, based on the user's country of residence.

Additional rules for specific services, such as contests or promotions, may be updated at any time, and it is the user's responsibility to review these rules periodically.

§5. Privacy

The TIS Privacy Policy explains how TIS manages your personal information when you use the Site. This policy is part of these Terms of Use. By using the Site, you acknowledge that information transmitted over the internet may not always be private or secure.

Messages or information you send to the Site may be read or intercepted by others, even if there is a notice stating that the information (such as credit card details) is encrypted.

TIS complies with the General Data Protection Regulation (GDPR) for users based in the European Union. Users in the EU have the right to access, amend, or delete their personal data in accordance with GDPR.

For users in other regions, TIS adheres to local data protection regulations, including the California Consumer Privacy Act (CCPA) in the United States, Australia's Privacy Act, and other national data protection laws.

By using the Site, users located outside of Canada consent to the collection and processing of their data in accordance with applicable local laws, as well as TIS's international data processing policy. Users also agree to the transfer and processing



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of their personal data in compliance with Canadian law and the data protection laws of their country of residence.

§6. Links to Other Websites and the TIS Website

The Site may contain links to other websites that are not owned or controlled by TIS (referred to as "Linked Sites"). These links are provided solely for your convenience. TIS is not responsible for the content, information, or materials found on these Linked Sites, and does not endorse, guarantee, or assume any responsibility for the products, services, or information available through them. You should use your own discretion when deciding to visit these Linked Sites.

§7. Disclaimers

Toronto Imperial School ("TIS") does not guarantee that the website (the "Site") or its services will be flawless, error-free, or continuously available. TIS does not promise to resolve any issues or that using the Site will yield specific results. The Site and services are provided on an "as-is" basis. All information on the Site is subject to change without notice. TIS cannot ensure that any files downloaded from the Site are free from viruses or other harmful components. TIS makes no warranties regarding the accuracy, non-infringement, or suitability of the Site or its content for any particular purpose. TIS is not responsible for the actions or omissions of third parties related to your use of the Site or TIS services. You are responsible for your use of the Site and any linked websites. If you are dissatisfied with the Site or services, your sole remedy is to discontinue use. This is a condition of your agreement with TIS.

TIS shall not be liable for any damages, losses, or injuries arising from issues with the Site, such as errors, interruptions, viruses, or unauthorized access. This limitation of liability applies to all causes of action, including breach of contract, negligence, or other legal claims.

TIS reserves the right to do any of the following at any time without prior notice:

- Modify, suspend, or discontinue the Site or any part thereof.



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- Alter the Site or any portion of it, including the terms of use.
- Suspend the Site or any part of it for maintenance, repairs, or updates.

TIS is not responsible for any issues arising from third-party tools, integrations, or technologies used on the Site, including but not limited to embedded content, plugins, or APIs.

§8. Limitation of Liability

Toronto Imperial School ("TIS") is not liable for any indirect, special, or punitive damages, even if TIS has been advised of the possibility of such damages.

You agree to indemnify and hold harmless TIS, its affiliates, officers, and shareholders from any legal claims, losses, or expenses (including attorney fees) arising from your use of the Site, including claims made by third parties.

Users agree to indemnify TIS and its affiliates against any claims, liabilities, or expenses resulting from their use of the Site. This indemnity covers violations of Canadian laws, such as the Personal Information Protection and Electronic Documents Act (PIPEDA), as well as international laws, including the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and local laws of the user's country.

Users outside of Canada agree to indemnify TIS in accordance with the intellectual property and data protection regulations of their local jurisdictions.

TIS reserves the right to disclose personal data or user information to Canadian authorities as well as international law enforcement agencies, in accordance with applicable local laws. This may include data breaches and violations of PIPEDA, GDPR, CCPA, or other relevant international legal frameworks.

TIS is not liable for any indirect or consequential damages, except where such limitation is prohibited by law, both under Canadian law and in the jurisdictions where users are based.

The total liability of TIS, whether arising from direct or indirect damages, shall not exceed the total amount paid by the user, if any, for services rendered on the Site within the six months preceding the incident giving rise to the liability.



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§9. Violation of These Terms of Use

Toronto Imperial School (TIS) reserves the right to share your information, including your identity, if it deems necessary to investigate or address misuse of TIS services, or to locate, contact, or take legal action against individuals causing harm to TIS, its customers, or other users of the Site. TIS may also share your information if required by law or to protect against fraud.

TIS may retain records of your communications through the Site and disclose such information if legally required, or if necessary to enforce these Terms of Use, address copyright infringement, or protect TIS, its employees, or users of the Site.

If you violate these Terms of Use or other related agreements, TIS reserves the right to restrict or terminate your use of the Site. Violations are considered unlawful and detrimental to TIS, which may take legal action to prevent further misuse.

TIS may also terminate your access to the Site for other reasons, including requests from law enforcement, your request for account deletion, modifications to the Site, or technical issues.

If TIS initiates legal action against you due to a violation of these Terms, you agree to cover TIS's legal fees and other related expenses. TIS shall not be held liable for terminating your access to the Site in response to such violations.

TIS reserves the right to pursue legal action in the jurisdiction where the violation occurred or in the jurisdiction of the user's residence, as applicable under local law.

§10. Governing Law and Dispute Resolution

For users outside Canada, any legal matters or disputes related to the use of this site will be governed by the laws of the country where the user resides, in compliance with applicable local legislation.

Users in the European Union may bring claims in the courts of their home country in accordance with applicable EU regulations, including the General Data Protection Regulation (GDPR).

For users in the United States, any claims must adhere to federal and state laws, such as the California Consumer Privacy Act (CCPA), based on the user's location within the country.



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International users are subject to their respective local laws governing data protection, privacy, and consumer rights.

In the event of a dispute, TIS and the user agree to first attempt resolution through mediation. If mediation is unsuccessful, the dispute may be submitted to arbitration or court, in accordance with the governing law of the user's country or region.

§11. Feedback and Information

Any feedback you provide on this site will be considered non-confidential. TIS may use this information freely without restrictions.

TIS reserves the right to use or disregard any feedback provided by users at its sole discretion, with no obligation to respond or implement suggested changes.