



**DIGITAL SKILLS**  
**FOR EVERYONE**

**TERMS OF USE & DISCLAIMERS AGREEMENT**  
**RE RG PLATFORM**

EFFECTIVE DATE: July 1<sup>st</sup>, 2022

**IMPORTANT - PLEASE CAREFULLY READ THIS AGREEMENT**

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## DIGITAL SKILLS FOR EVERYONE

# TERMS OF USE & DISCLAIMERS AGREEMENT RE RG PLATFORM

### 1. USE AGREEMENT

This Terms of Use & Disclaimers Agreement is comprised of both the provisions set out below and RoboGarden Inc.'s Privacy Policy (respecting how RoboGarden uses, collects, and stores information it collects), as it may be modified or changed by RoboGarden Inc. ("**RoboGarden**", "**we**", "**us**" or "**our**") from time to time (the current version of which Privacy Policy can be accessed, read and downloaded [here](#), the "**Privacy Policy**").

This Terms of Use & Disclaimers Agreement is a binding agreement that governs your access to and use of the Website (defined below) including the content and services offered and provided through it including, among any others, the RG Platform, online educational tools for teaching coding literacy adults and as part of the curriculum for K-12 educational institutions and all new features, products and services provided from time to time by RoboGarden through the Website (collectively, the "**Services**") shall, in each case, be subject to this Use Agreement, defined below.

### 2. BINDING AGREEMENT

You acknowledge that you have had sufficient opportunity to read, download and understand the provisions of this Terms of Use & Disclaimers Agreement set out below as well as the provisions of RoboGarden's [Privacy Policy](#), which are incorporated herein by reference and form part of this Agreement (collectively, "**Use Agreement**").

**IN CONSIDERATION** of RoboGarden granting you the limited license to use the RG Platform and Services provided for in section 8 below (the "**License**"), making the RG Platform and Services, whether in whole or in part, available to you, and for other good and valuable consideration (receipt and sufficiency of which you hereby irrevocable, unconditionally acknowledge), you agree with RoboGarden that your access to and use of the Website, RG Platform and/or any Services constitutes your agreement to be bound by the provisions of this Use Agreement (including the provisions of the Privacy Policy).

If your above acknowledgment and your agreement with the provisions of this Use Agreement and use of the RG Platform and/or Services is on behalf of: (A) an individual under the legal age of majority in the place where such individual resides as his/her parent, legal guardian or as an individual authorized to so acknowledge and agree by such parent or legal guardian; or (B) a corporation or other legal entity, organization, institution, government or governmental body or agency; then, in each such case, you represent and warrant to RoboGarden that you have been authorized to give such acknowledgement and agreement on his or her behalf. If the above referenced acknowledgement and agreement is made by you on behalf of an individual under the said legal age of majority you also covenant and agree with RoboGarden that you assume and shall be liable for all acts and omissions done or not done by you or such individual that constitute a breach of the obligations and liabilities under this Use Agreement.

You and anyone represented by you together with all others who access and use the Website, RG Platform and/or Services is referred to herein individually as a "**User**" and collectively as "**Users**".

If you do not agree with the provisions of this Use Agreement, then **do not use** the Website, RG Platform or access the Services.

### 3. PRIORITY OF AGREEMENTS

If there are any contradictions, inconsistencies or conflicts between or among the provisions of this Use Agreement and the provisions of other agreements entered into by RoboGarden with a User or with any educational institution or other entity that creates an account for or on behalf of a User, then the provisions of this User Agreement will prevail and be given effect in priority to the provisions of each such other agreements to the extent required to resolve such contradictions inconsistencies or conflicts.

### 4. SECURITY & PRIVACY

The [Privacy Policy](#) describes (under the heading 'Protection of Personal Information' therein) how Personal Information you provide to RoboGarden is handled. You consent to the collection and use of Personal Information (as set forth in the Privacy Policy), including its transfer (in whole or in part) to Canada for storage, processing and use by RoboGarden and its affiliates.

## 5. DEFINED TERMS

Initially capitalized words and phrases used in this Use Agreement shall, unless and to the extent otherwise expressly provided, have the respective meanings set out in its provisions and the following:

- a) **“Content”** includes collectively, but is not limited to, the Courses, all data and information whether in digital or other form contained or made available to Users on or through the RG Platform by or on behalf of RoboGarden including, without limitation, text, publications, newsletters, articles, opinions, notices of meetings or events, links, graphics, multimedia and audio clips, logos, icons, images, photos, views, videos, or other materials or arrangements of digital or textual materials uploaded, downloaded or appearing on or in the RG Platform or Services, programming languages, data compilations and all content that may be delivered using any other technology, and the selection and arrangement of data and information, all excluding therefrom only the data and information provided by Users.
- b) **“Courses”** means, collectively, the e-learning courses (including tutorials) that RoboGarden from time to time has and may create primarily for training Users, as such courses may be updated, modified or otherwise changed, uploaded to or withdrawn from the RG Platform by or on behalf of RoboGarden from time to time (individually referred to as a **“Course”**).
- c) **“Entity Rep”** means any person (including schools, learning institutions and the like) authorized by RoboGarden to create accounts on behalf of individuals (such as, but not only, students).
- d) **“RoboGarden IP”** means, collectively, any and all proprietary rights of RoboGarden of any nature and kind in, to and under industrial and other intellectual property rights comprised of or that relate to copyright (including software and programs), patents, trademarks, trade and business names, domain names, logos, service marks, icons and other distinctive brand features, product and service names displayed on or in the Website, the Platform or Services, in each case whether or not registered, applied for or granted.
- e) **“RG Platform”** means and includes, collectively, the cloud-hosted, game-based online learning platform developed, operated and maintained by RoboGarden on the Website through which a person permitted by, or with authority from, RoboGarden accesses and uses Courses, among other things.
- f) **“Website”** means and includes, collectively, the collection of pages made available by RoboGarden on the World Wide Web (www) having URL <https://RoboGarden.ca/> including such content and services from time to time offered and provided through those pages such as the Courses and RG Platform.

## 6. ACCOUNT REGISTRATION – RG PLATFORM ACCESS AS ‘USER’

To access and use the RG Platform and Services, an individual or an Entity Rep must obtain access to the Internet, either directly or through devices that access web-based content and pay any third party service fees associated with such access.

An individual or an Entity Rep on behalf of an individual is required to create an account with RoboGarden (a **“RG Account”**) to access the RG Platform and applicable parts of the Content by registering with RoboGarden directly or with an Entity Rep. An individual not represented by an Entity Rep may create an RG Account by registering with RoboGarden [here](#).

As part of the registration process for an individual not represented by an Entity Rep to open and set up a RG Account, you are required to provide certain information. In providing such information you agree to provide true, accurate, current and complete information about yourself, and to maintain and promptly update your information to keep it accurate and complete. If you provide any information that is inaccurate, or incomplete, RoboGarden has the right to suspend or terminate your License and RG Account.

## 7. RG ACCOUNT & BILLING

You can find the specific details regarding your RG Account with RoboGarden at any time by signing in to your RG Account. If your RG Account is through an Entity Rep, you do not need to pay to create your RG Account.

### (a) Billing

If you are accessing RoboGarden as a member of the public who is not gaining access to the Service through an Entity Rep, you will need to pay to use the Service. By completing your RoboGarden registration, you are expressly agreeing that RoboGarden is authorized to charge you the registration fee at the then-current rate associated with each Course you choose during registration and throughout the duration of you maintaining an RG Account. You agree that RoboGarden is authorized to charge you the registration fee for each of your selected Courses to the payment method you provide during registration. The registration fee will be billed at the beginning of the payment portion of a Course registration and automatically each month thereafter (or according to each selected Course payment plan schedule if different than monthly) unless and until you cancel an applicable Course registration. Sign in to your RG Account to see the commencement date for your next renewal period.

**[ONLINE ACCESS](#)**

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in a Course plan, and you authorize us to charge your payment method for such varying amounts. Save and except only as specifically provided for in this Use Agreement, your payments to RoboGarden are non-refundable and there are no refunds or credits for partially used periods. RoboGarden may change the fees and charges in effect or add new fees and charges from time to time, but it will give you advance notice of these changes by email. If you want to use a different payment method or if there is a change in payment method, such as your credit card validity or expiration date, you may edit your information in your RG Account. If your payment method reaches its expiration date and you do not edit your information or cancel your RG Account, you authorize RoboGarden to continue billing that payment method and you remain responsible for any uncollected amounts.

**(b) Ongoing RG Account**

Your RG Account and License will continue in effect unless and until you cancel your RG Account or RoboGarden terminates your RG Account. You must cancel each Course registration before it renews each billing period to avoid incurring charges for the next registration period. RoboGarden will bill the Course fee at the then-current rate plus any applicable tax to the payment method you provide to us during registration (or to a different payment method if you change your RG Account information).

**(c) Cancellation**

You may cancel your RG Account at any time. Such cancellation will be effective immediately. You will continue to have access to the Services applicable to your RG Account until the then current billing period ends. RoboGarden does not provide refunds or credits for any partially used registration periods under any circumstances, unless specifically provided for in this Use Agreement or agreed otherwise by RoboGarden. To cancel your membership, sign in to your RG Account and follow the applicable instructions for cancellation or you can contact us at [info@robogarden.ca](mailto:info@robogarden.ca)

**8. LIMITED USER LICENSE**

On creation of an RG Account, RoboGarden grants to you a worldwide, personal, limited, non-commercial, revocable, non-transferable, non-sublicensable and non-exclusive right and license to:

- access the RG Platform, Courses and Services (including email and internet links) provided on the Website, and
- use (display or print) Content (defined below) only in accordance with and subject to the provisions of this Use Agreement including, without limitation as set out below under 'Restricted Right To Use, Reproduce, etc.'; provided that the Content is not modified and a copy of this Use Agreement (including the disclaimer in section 24) is attached to any copies made, or an active link to this Use Agreement is clearly provided on each copy.

Any use of the RG Platform, Courses, Services and Content other than as specifically permitted by this Use Agreement is prohibited.

All of RoboGarden's rights not expressly granted by this Use Agreement are reserved, such that all RoboGarden IP is, unless otherwise specifically stated or identified, the property of RoboGarden. You shall not, and you shall not permit others to, display or use the RoboGarden IP in any manner without RoboGarden's prior written consent, which it may arbitrarily withhold.

Notwithstanding the foregoing, and for greater certainty, nothing in this Use Agreement (including, but not limited to, the above license) grants or entitles you or anyone represented by you, any right to use any of the RoboGarden IP. All rights, title, and interests in and to the RG Platform, Courses, Services and Content (excluding Content provided by Users) and the RoboGarden IP are and will remain the exclusive property of RoboGarden and its licensors.

**9. USERNAMES**

Your username for RoboGarden and/or your RG Rep is unique to you and is how you will be identified. Usernames must be appropriate and cannot contain any profanity or other words or symbols that are unacceptable to RoboGarden.

**10. PASSWORDS**

You are responsible for safeguarding the password that you use to access the RG Platform and for any activities or actions taken under your password. RoboGarden recommends you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your RG Account and limit its use to that Account. RoboGarden shall not be liable for any loss or damage arising from your failure to use sufficient precautions.

**11. UPDATING PERSONAL INFORMATION**

If your personally identifiable information changes (such as postal code, email address), or if you no longer desire to use the RG Platform then, in accordance with and subject to the provisions of the Privacy Policy, RoboGarden will provide a way to correct, update or remove your personal data that was provided to RoboGarden. This can usually be done by accessing your RG Account or by sending an email to [privacy@robogarden.com](mailto:privacy@robogarden.com).

## 12. USE OF RG PLATFORM

You may use the RG Platform only in compliance with and subject to the provisions of this Use Agreement and all laws, rules and regulations applicable thereto, respectively.

You may not do any of the following while accessing or using the RG Platform: (a) access, tamper with, or use RoboGarden's computer systems, or the technical delivery systems of its providers; (b) probe, scan, or test vulnerability of any system or network or breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the RG Platform by any means (automated or otherwise) other than through RoboGarden's then currently available, published interfaces that are provided by RoboGarden (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so by separate agreement with RoboGarden (**NOTE:** harvesting/scraping the Website or RG Platform without prior written consent of RoboGarden is prohibited); (d) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the RG Platform to send altered, deceptive or false source-identifying information; or (e) interfere with, or disrupt (or attempt to disrupt), the access of any User, host or network including, without limitation, sending any malware, overloading, flooding, spamming, mail-bombing the RG Platform, or by scripting the creation of Content in such manner as to interfere with or create undue burden on the RG Platform. RoboGarden reserves the right to access, read, preserve and disclose information as it reasonably believes necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce this Use Agreement, including investigation of potential violations thereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (d) respond to User support requests; or (iv) protect the rights, property or safety of RoboGarden, its Users and the public.

## 13. MODIFICATIONS TO SERVICE

RoboGarden reserves the right at any time to time to modify or temporarily discontinue access to the RG Platform and/or Services (or any part thereof) with or without notice. You agree that RoboGarden shall not be liable to you or any third party for any modification, suspension or temporary discontinuance of either access to the RG Platform or the Services. In the event of permanent discontinuance of the RG Platform or Services, the liability of RoboGarden is limited to refunding the amount of fees received by RoboGarden that were paid by you for any fees paid for unused time for your Course registration periods then in effect, pro-rated to the amount of time remaining on each such registration.

## 14. RESTRICTED RIGHT TO USE, REPRODUCE, ETC.

You will not and you will not permit any other person to:

- use (including on another website or networked computer environment) or access to the Service in whole or in part, for any purpose, modify, publish, transmit, re-publish, re-disseminate, reproduce, duplicate, copy, create derivative works from, distribute, publicly perform, link, display, or exploit, transfer, barter or sell or resell for any public or commercial purposes or otherwise provide in any manner or form, any of the Content, Services or RoboGarden IP, in whole or in part, except for educational purposes in accordance with and subject to the provisions of this Use Agreement;

You agree to comply with all applicable laws and regulations when you use the Services. You may not use the Services in any unlawful way, including to harass, stalk, or defame any other person. You may not impersonate, imitate or pretend to be somebody other than yourself when using the Services;

- use electronic or other means to extract details or information about the RG Platform's content, Users or contributors in order to offer them any services or products;

all unless you request and receive the prior written consent of RoboGarden, or of such Users or contributors or other third party to which the intellectual property rights to the Content or Services belong, which consents may be arbitrarily withheld.

## 15. PROHIBITED USES

You may not use the RG Platform or the Services or permit any other person to use the RG Platform or Services in any way, that:

- promotes bigotry, discrimination, hatred, or violence against any individual or group;
- threatens, harasses, or intimidates any other person, whether that person is a RoboGarden user or not;
- contains profane language or personal attacks;
- contains sexually explicit or graphically violent material;
- provides instructions on how to commit illegal activities or obtain illegal products;
- asks any other User for personally identifying information, contact information, or passwords; or
- exposes any others person's personally identifying information, contact information, or passwords without that person's prior written permission.

In addition, you will not and you will not permit any other person to use any of the RG Platform and the Services in any way that is likely to disrupt the Services, gain unauthorized access to any of the RG Platform and the Services or interfere with any other user's ability to use the RG Platform and the Services (in each case, in whole or in part) including, without limitation, by:

- (a) posting content deliberately designed to crash the RG Platform or the Website;
  - (b) linking to pages containing viruses or malware;
  - (c) using administrator passwords or pretending to be an administrator;
  - (d) posting links to any content outside of the RG Platform that would violate any of the provisions of this Use Agreement;
- or
- (e) repeatedly posting the same material, or "spamming".

Further, you will not and you will not permit any other person to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right to access the RG Platform or in and to the Services or attempt to obtain unauthorized access to any of the RG Platform and the Services, or any parts thereof. You will only access the RG Platform and the Services through the interface(s) provided by RoboGarden either directly to you or via your Entity Rep for such purposes.

## 16. CONTENT

RoboGarden assumes no responsibility or liability for Content authored or originated by any person, other than those persons specifically authorized by RoboGarden to originate Content on RoboGarden's behalf.

Any use or reliance on any Content or materials posted on or obtained by you through the RG Platform is completely at your own risk.

RoboGarden has the right to remove in its sole discretion and without prior or any notice to its author, originator or others, and without liability to you or others, Content alleged to be infringing any rights of others or that is offensive as RoboGarden, in its sole discretion, determines.

## 17. QUALIFICATIONS & LIMITATIONS RE USE OF CONTENT

Content provided on or through the RG Platform, whether provided by professional advisors, teachers or others, is made available to you at the RG Platform without charge other than as provided in section 7, a user, license or other fee charged under separate agreement.

The RG Platform sets out, among other things, a variety of materials included in the Content that relate to learning technology through digitizing STEAM (Science, Technology, Engineering, the Arts and Mathematics) content and delivering it through computational thinking and coding concepts to be used for general educational and informational purposes only and is based on the experiences and research of the authors or originators of such Content. The materials included in the Content are not intended to be a source of advice to be relied on in respect of a particular business, person or application.

RoboGarden assumes no obligation to update the Content, advise on further developments concerning topics mentioned or update the functionality of the RG Platform or Services. The information contained on or in the RG Platform may contain typographical errors. The Content and Services may be changed without notice.

You should not rely on something you read on or through the RG Platform as being applicable to your or your education, employment or business' specific circumstances or needs, nor should you take or fail to take any action that may affect you, your education, employment or your business because of anything you read on or through the RG Platform.

Please use your own good judgment before choosing whether to act on any information included in the Content and consult with a qualified advisor with respect to your or your education, employment or business' specific circumstances and needs before making any decision, or taking or not taking any action, based on any Content (or any part thereof).

No client/customer relationship between any of the authors or originators of material included in the Content is created with you by virtue of such materials. Such a relationship can only be created by you separately and formally retaining any such authors or originators on a one-on-one basis to provide you with their services in a specific and in depth way.

If you act on any advice, suggestions, recommendations or other information included in any Content you do so at your own risk.

The provisions of section 27 below apply with respect to the above.

## 18. COPYRIGHT & TRADE-MARKS

All Content included on or through the RG Platform or Services not provided by you, are the property of RoboGarden or persons other than you and are protected by copyright and other intellectual property laws under Canadian and foreign laws.

You acknowledge and agree that the RG Platform and Services and all software used with the RG Platform and Services contain proprietary and confidential information that is protected by applicable intellectual property laws and other laws. You further acknowledge and agree that information presented to you through the RG Platform or the Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by RoboGarden, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the RG Platform or the Services, in whole or in part.

Unauthorized use of the Content may violate copyright, trademark, patent and other laws.

You will retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content.

## 19. USER CONTENT

You retain your rights, if any, to any authorized Content you submit, post or display on or through the RG Platform.

You grant to RoboGarden a worldwide, non-exclusive, royalty-free license to sublicense and use, in whole or in part, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute in any and all media or distribution methods (now known or later developed) all Content that you submit, post or display on or through the RG Platform. You acknowledge that RoboGarden has no control over the use of any of your Content by others.

You are responsible for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

You represent and warrant to RoboGarden that you have all rights, power and authority necessary to grant to RoboGarden the above license and rights to any Content that you submit, post or display on or through the Website.

For the purposes of this Use Agreement, "**user-generated content**" includes any projects, comments, forum posts, content or links to third party websites that a user submits to RoboGarden. You are responsible for obtaining the necessary rights, licences, or permission for any user-generated content you submit to RoboGarden. All user-generated content you submit to RoboGarden is licensed to RoboGarden on a non-exclusive, worldwide, royalty-free basis that allows RoboGarden to display, distribute, use, publish, reproduce and sublicense user-generated content on the Website or the RG Platform and through social media channels or otherwise, without requiring your permission or any payment to you. If you do not want to license your user-generated content to RoboGarden on the foregoing terms, then do not share it through the Services or the RG Platform.

## 20. SURVEYS

From time-to-time the RG Platform may request information from you as a User via surveys. Participation in such surveys is completely voluntary; therefore, you have a choice whether or not to disclose any information requested. Information requested may include contact information (such as name and delivery address), demographic information (such as postal code, age, gender) and other information relevant to the survey. Survey information will be used for purposes of monitoring or improving the functionality of the RG Platform, and for such other purposes as may be stated in the survey.

## 21. ELECTRONIC COMMUNICATIONS -- CONSENT

By registering and creating an RG Account, you are consenting to receive electronic communications (such as emails) from RoboGarden, its affiliates and your RG Rep. Those communications can include, but are not limited to, information relating to:

- ▶ events (such as meetings, programs, seminars and other types of events)
- ▶ issues and other matters relevant to Users and/or the RG Platform
- ▶ the Courses
- ▶ publications (including e-newsletters)
- ▶ surveys
- ▶ the 'Intended Purposes' set out in the Privacy Policy

You can withdraw your consent to receive electronic communications from RoboGarden at any time by sending an email to [info@robogarden.com](mailto:info@robogarden.com) or by clicking the 'unsubscribe' link at the bottom of an electronic communication to have your name and delivery address blocked from future RoboGarden electronic communications.



## 22. LINKS TO OTHER WEBSITES

Solely as a convenience to you, the RG Platform may contain links to other websites as well as email links. Linked third party websites are independently developed by parties other than RoboGarden.

Inclusion of a link to another website does not imply RoboGarden's endorsement of that website or its contents and RoboGarden is not and shall not be responsible or liable for any such content, advertising, products, or other materials on or available from such sites or for the accuracy or appropriateness of information contained on linked third party websites. Mention of another party or its products or services on any such other website is not an endorsement by RoboGarden of that other party or its products or services.

You agree that RoboGarden is not and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any linked third party website's content, goods or services available on or through any such site. You access linked third party websites at your own risk.

Because RoboGarden has no control over linked third party websites, you agree that RoboGarden is not responsible for the availability of such external sites.

## 23. CONFIDENTIALITY -- OTHER WEBSITES

RoboGarden is not responsible for the privacy practices of any linked third party websites. You should read the privacy policies and terms of use applicable to such third party Websites. The Use Agreement (including the Privacy Policy apply only to information collected by the Website.

RoboGarden notes to users that no data transmission is 100% secure over the internet. Absent use of effective encryption, the internet is not a secured medium and privacy cannot be ensured. Internet navigation/browsing and email is vulnerable to interception and the foregoing. RoboGarden is not responsible or liable for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to any third party through the internet and email links provided on or through the Website. RoboGarden is not responsible for any errors or any changes made to any transmitted information.

Should you decide to transmit information using internet or email links, you do so at your own risk.

## 24. COOKIES

In the context of websites, cookies are small files or parcels of text created by websites you've visited. They are sent by a server to a web client (usually a browser) and then sent back unchanged by the user each time it accesses that server. Cookies store browsing information, like your Website preferences or profile information.

Not all cookies are bad. For example, cookies help the Website remember your preferred settings so it can reload them when you revisit the Website. Cookies can also help a website remember your location, so it can provide you with locally relevant content.

RoboGarden uses cookies for authenticating, session tracking and maintaining specific information about users, such as Website preferences (to help RoboGarden provide a better Website experience), and to improve and to collect aggregate statistical information.

Most internet browsers are initially set to accept cookies. If you do not wish to accept cookies, you should set your browser to refuse or disable cookies or to alert you when cookies are being sent.

The Website may function unpredictably with browsers that do not support cookies -- or where cookies are disabled.

Where possible, RoboGarden collects and stores data in a user's private records within its database. Where this is not possible, for example when a user has not logged into the Website, data required to provide a satisfactory user experience may be stored in cookies on the user's hard drive.

RoboGarden's business partners (for example, advertisers) may use cookies on the RG Platform. RoboGarden has no access to or control over such cookies.

## 25. LOG FILES

RoboGarden may use IP addresses to analyze trends, administer the RG Platform, track movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

## 26. COMPUTER MALWARE

RoboGarden makes reasonable efforts to check that the RG Platform, the Content and Services provided on the Website, do not contain computer malware (including, among other things, viruses, worms, trojan horses and spyware). Notwithstanding such efforts, RoboGarden assumes no responsibility, and will not be liable to you or others, for the existence of any malware contained on the RG Platform, in the Content or Services provided on the Website; rather, you are responsible to take the appropriate precautions to scan for computer malware and to ensure that you have a complete, current back up of the data stored in your computer system.

## 27. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

The Content and Services are provided for general educational or informational purposes only, and are not intended to provide, and should not be taken by you as constituting advice with respect to any particular situation relating to yourself, your education, employment, business or otherwise.

Any opinion, advice, article, publication, statement, service, offer, or other information or Content expressed or made available on or through the RG Platform, including on any website linked to the RG Platform, is that of the respective authors, originators or distributors and not of RoboGarden or its Representatives (defined below).

YOU ASSUME ALL RISK OF YOUR USE OF THE RG PLATFORM.

THE CONTENT AND SERVICES CONTAINED IN OR PROVIDED ON OR THROUGH THE RG PLATFORM ARE PROVIDED "AS IS" WITHOUT ANY GUARANTEES, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM OR IMPLIED, AND WHETHER ARISING BY STATUTE, USAGE OR TRADE, CUSTOM OR OTHERWISE INCLUDING IN EACH CASE AND WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT.

NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES ARE MADE BY ROBOGARDEN CONCERNING THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR TITLE OF OR TO THE CONTENT OR SERVICES OR OF ANY INFORMATION OTHERWISE CONTAINED ON, IN OR THROUGH THE RG PLATFORM OR PROVIDED BY ANY WEBSITE OTHERWISE LINKED TO THE RG PLATFORM.

ROBOGARDEN DOES NOT REPRESENT, WARRANT OR GUARANTEE UNINTERRUPTED ACCESS TO THE RG PLATFORM OR THE SERVICES, ANY WEBSITE LINKED TO THE RG PLATFORM OR THE AVAILABILITY OF INTERNET EMAIL LINKS PROVIDED ON THE RG PLATFORM OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES OR MALWARE WILL BE TRANSMITTED BY USING ANY OF THE RG PLATFORM AND SERVICES.

IN NO EVENT SHALL ANY OF ROBOGARDEN, ITS AFFILIATES, REPRESENTATIVES, LICENSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AUTHORS OR ORIGINATORS OF ANY CONTENT OR INTERNET SERVICE PROVIDER(S) (COLLECTIVELY "**ITS REPRESENTATIVES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND HOWSOEVER ARISING THAT MAY BE INCURRED BY YOU OR BY ANY THIRD PARTY ARISING FROM ACCESS TO OR USE OF THE RG PLATFORM OR ANY CONTENT OR SERVICES PROVIDED ON OR THROUGH THE RG PLATFORM OR YOUR RELIANCE THEREON WHETHER IN WHOLE OR IN PART INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOST OR DAMAGED DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY.

THE LIABILITY, IF ANY, OF ROBOGARDEN TO YOU UNDER THIS USE AGREEMENT IS LIMITED TO REFUNDING THE AMOUNT OF FEES RECEIVED BY ROBOGARDEN THAT WERE PAID BY YOU FOR UNUSED TIME FOR YOUR COURSE REGISTRATION PERIODS THEN IN EFFECT, PRO-RATED TO THE AMOUNT OF TIME REMAINING ON EACH SUCH REGISTRATION, AS PROVIDED FOR ELSEWHERE IN THIS USE AGREEMENT.

WITHOUT LIMITING ANY OF THE PROVISIONS OF THIS USE AGREEMENT, ROBOGARDEN SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTIES FOR ANY AND ALL DAMAGES, LOSSES OR HARM ARISING OUT OF USER-GENERATED CONTENT.

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ROBOGARDEN OR ANY OF ITS REPRESENTATIVES HAVE BEEN ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGE.

## 28. INDEMNITY

You hereby unconditionally indemnify and shall forever save harmless RoboGarden and each of its affiliates, officers, directors, agents, partners, employees and independent contractors (collectively, the "**Indemnitees**") from and against any and all claims, demands, losses, damages, liabilities (whether actual, contingent or otherwise), proceedings, costs and expenses including, without limitation, legal fees (on a full indemnity basis) which any one or more of the Indemnitees may suffer, incur or sustain in connection with or as a result of:

**ONLINE ACCESS**

- (a) a breach by you or anyone acting under your authority of any of the provisions contained in this Use Agreement;
- (b) a claim or demand made by any third party due to or arising out of your user-generated content;
- (c) your connection to and use of any of the Services and the RG Platform; and (d) your violation of any rights of any third party.

You agree that all of the provisions of this section 28 are reasonable in the circumstances and valid, and you hereby waive all defences, equities and rights to and against the strict enforcement thereof by the Indemnitees, respectively.

**29. WAIVER, SEVERABILITY & ASSIGNMENT**

The failure of either you or RoboGarden to enforce the strict performance of, and compliance with, any provision of this Use Agreement by the other, or to exercise or enforce any right or provision under the Use Agreement, shall not be construed as, or constitute, a waiver or relinquishment to any extent of any of your or RoboGarden's right to assert or rely on any such provision or right in that or any other instance; rather, the same will be, and will continue, in effect.

If any provision of this Use Agreement is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Use Agreement and shall not affect the validity and enforceability of any remaining provisions. You and RoboGarden agree and request that the court endeavor to give full effect to the intentions herein provided for.

RoboGarden may assign, in whole or in part, its rights and obligations under this Use Agreement. This Use Agreement will inure to the benefit of and be binding on you, RoboGarden and your and its heirs, executors/estate trustees, other legal representatives, successors, assigns and licensees.

**30. CHANGES TO USE AGREEMENT & NOTIFICATION**

RoboGarden has the right to, and may, amend, supplement, add, delete, substitute or otherwise modify or change all or any portion of the Use Agreement at any time, and in its sole discretion. Such modifications or changes will not be retroactive.

If there are any material modifications or changes to the Use Agreement, RoboGarden will post them on the RG Platform and send them to the email address associated with your RG Account. All supplements, additions, deletions, substitutions or other modifications or changes will be effective as of the 15<sup>th</sup> clear day after the date RoboGarden posts them on the RG Platform or sends the email (whichever date is later). You agree that you will be bound by such material modifications or changes if you continue to access and use the RG Platform after the said 15 day period.

You may object to or disagree with modifications or changes by notice to RoboGarden (see below, 'How To Contact RoboGarden') within 15 clear days after they are posted on the RG Platform or the said email is delivered to you. If RoboGarden receives your notice of objection, none of the modifications or changes will apply to you. If you notify RoboGarden of your objection or disagreement with any modifications or changes to this Use Agreement, each RG Account you have will automatically be terminated, unless otherwise specifically agreed to by RoboGarden with you.

Your continued access to or use of the RG Platform after any amendments, additions, deletions, substitutions or other modifications or changes are posted and available on the RG Platform constitutes your agreement with the provisions of this Use Agreement as so modified or changed, unless you object as provided above.

Please periodically access the RG Platform and review RoboGarden's most current version of this Use Agreement as its provisions will be binding on you in accordance with the above.

**31. TERMINATION OF LICENSE & RG ACCOUNT**

You agree RoboGarden, in its sole discretion and without prior notice, may, at any time, remove or refuse to distribute any Content on the RG Platform, suspend or cancel your RG Account and the information and files in your RG Account (or any part thereof) or suspend or terminate your License at any time for any or no reason which may include, but not be limited to, if RoboGarden reasonably believes: (a) you have breached or failed to comply with the provisions of this Agreement, (b) you create unacceptable risk or possible legal exposure for RoboGarden; (c) your RG Account should be removed due to prolonged inactivity; or (d) RoboGarden's provision of the RG Platform or Services to you is no longer viable for RoboGarden to continue. RoboGarden will make reasonable efforts to notify you by the email address associated with your RG Account or the next time you attempt to access your RG Account, depending on the circumstances.

You agree that RoboGarden shall not be liable to you or any third party for any suspension, cancellation or termination of your access to your RG Account, the RG Platform and/or the Services other than to refund the amount of fees received by RoboGarden that were paid by you for unused time for your Course registration periods then in effect, pro-rated to the amount of time remaining on each such registration.

Termination or suspension of your License or cancellation or suspension of your RG Account, whether by you or RoboGarden, shall not terminate the provisions of this Use Agreement which shall remain in full force and effect in accordance with their respective terms.

### **32. ENTIRE AGREEMENT**

This Use Agreement and all other agreements, instruments and documents delivered pursuant to this Agreement or provided for herein, constitute the whole and entire intent, agreement and understanding of each of RoboGarden and you with respect to the matters contemplated or provided for herein and shall be solely determinative of such matters.

This Agreement supersedes and replaces all prior negotiations, agreements and understandings, whether written or oral, with respect to or governing the rights and obligations between RoboGarden and you in connection with the matters contemplated or provided herein.

There are no restrictions, promises, covenants, representations, warranties, undertakings or agreements, whether implied, written, oral, collateral or otherwise, with respect to the matters contemplated or provided for herein, other than those expressly set forth or otherwise expressly provided for in this Agreement and other documents expressly provided for herein.

### **33. SECTIONS & HEADINGS**

The division of this Agreement into sections and the section headings are for convenience or reference only and shall not affect the interpretation or construction of this Agreement

### **34. APPLICABLE LAW**

This Use Agreement and the relationship between you and RoboGarden shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law provisions.

Each of you and RoboGarden consents and submits to the exclusive jurisdiction and venue of the federal and provincial courts located within the City of Calgary in the Province of Alberta, Canada and having jurisdiction in in any action or legal proceeding arising out of or relating to this Use Agreement and hereby waives any objection as to inconvenient forum including the right to any other venue to which such Party might be entitled by domicile or otherwise.

### **35. HOW TO CONTACT ROBOGARDEN**

Please contact RoboGarden with comments, enquiries or notices by sending an email to [info@robogarden.com](mailto:info@robogarden.com), or a letter mailed to RoboGarden at its address set out on the Website.

