Terms of Use

Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Toronto Metropolitan University. (“we,” “us” or “our” or “company”), concerning your access to and use of our website as well as any other media form, media channel, or communication facilitated by, linked to, or otherwise connected thereto (collectively, the “Site” or “Services”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use and our Privacy Policy. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that are posted on the Site are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes via email notice. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such notice is sent.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 17 years old. Persons under the age of 17 are not permitted to use or register for the Site.

Eligibility and Consent

To use the Services, you agree that you are at least 17 years of age, and are fully able and competent to enter into, and comply with, these Terms. If you entered into these Terms of Use prior to reaching the age of majority, your continued use of the Site or Services after attaining the age of majority constitutes full ratification and affirmation of these Terms as a legally binding and non-voidable agreement. If you are accessing and using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. In that situation, “you” and “your” will refer to both you and that entity.

Third-Party SaaS Platform and Disclaimer

The Site, customized webpage, and associated online functionality are hosted, powered, and maintained by a third-party software-as-a-service provider, Protopia ("SaaS Provider"). You acknowledge and agree that we do not host or control the underlying software, server infrastructure, or technical platform utilized to operate the Site. These Terms constitute a legal agreement solely between you and us. Nothing contained in these Terms alone creates, or shall be construed to create, any contractual relationship, agency, joint venture, partnership, or direct duty between you and the SaaS Provider, and the SaaS Provider is not a party to these Terms.

To the maximum extent permitted by applicable law, we disclaim all responsibility and liability for any aspect of the Site provided, hosted, or maintained by the SaaS Provider. Without limiting the generality of the foregoing, we will not be liable for:

- Any interruption, outage, suspension, delay, or unavailability of the Site or its underlying features;
- Any software defects, bugs, security breaches, unauthorized access, data corruption, or loss occurring on or through the SaaS Provider’s hosting environment or systems;
- Any cookies, analytics services (such as Google Analytics), web beacons, tracking technologies, or automated data collection scripts deployed, managed, or utilized by SaaS Provider on or through the Site; or
- Any modifications, technical updates, errors, or feature discontinuations implemented by SaaS Provider.

Your Rights and Limitations

The Site reserves the right to limit your use of the Services, including your ability to submit or respond to questions from other users. The Site reserves the right to restrict or terminate your access if the Site believes that you may be in breach of these Terms. The Site, in its sole discretion, also reserves the right to remove content you submitted that the Site determines to be abusive, harassing, or in violation of a third party's intellectual property rights.

Availability

The Site may change or abandon any of its Services at any time without notice. We do not promise to store or display any information or content that you have shared. We have no obligation to store, maintain, or provide a copy of any content or information except as required by applicable law.

Intellectual Property

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or our affiliates, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

All Marks, product names and logos appearing on the Site are property of their respective owners. The Services may contain links to third party websites, advertisements, services, offers, activities or other content (collectively, "Third Party

Materials”). These Third-Party Materials are not owned or controlled by the Site, and we will use commercially reasonable efforts to remove questionable links.

These Third-Party Materials are provided for your reference and convenience only, and do not imply any endorsement, sponsorship, or recommendation by the Site. Third Party Materials may be subject to their own privacy policies and terms of use that explain and govern your use of those Third-Party Materials.

User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”).

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.

Your Contributions are not false, inaccurate, or misleading.

Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

Your Contributions do not violate any applicable federal or provincial law.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

Contribution License

By posting your Contributions to any part of the Site, or submitting them via email or other method of communication, you automatically grant, and represent and warrant that you have the right to grant to us a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully-paid, worldwide license to host, use, copy, reproduce, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions for the purpose of operating, maintaining, displaying, and providing the Site and facilitating user interactions.

We may also use, reproduce, adapt, publicly perform, publicly display, or sublicense your Contributions (or excerpts thereof) for general commercial or advertising purposes; provided, however, that any such commercial or promotional use outside the direct operation of the Site will be de-identified and not tied to your name, profile, or personal identity.

This license applies to any media formats and channels now known or hereafter developed. On the Site, this includes the right to display your profile name, image, or branding as connected to your Contribution. You waive all moral rights in your Contributions in favour of us and our licensees, and warrant that moral rights have not otherwise been asserted.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Limited License to the Site

Subject to your compliance with these Terms, we hereby grant you, as a User, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for your personal and informational use only.

Third-Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices,

of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Accuracy of Information

The Site makes no representation or warranty about the accuracy or suitability of the information submitted by Users or other information displayed on the Properties or provided through the Services. We use commercially reasonable efforts to promptly update any incorrect information displayed on the Properties, when we are notified or otherwise become aware of such inaccuracy.

Privacy Policy

We care about data privacy and security. All personal information created, held or collected by us is protected under the Information Protection and Access Policy: https://www.torontomu.ca/privacy/. By using the Site, you agree that your information may be collected and used by us in accordance with the Privacy Policy. To the extent that you are accessing the Services as a student or alumnus of Toronto Metropolitan University, we acknowledge and accept the requirements of Ontario's *Freedom of Information and Protection of Privacy Act* applicable to us as a service provider, including any applicable order of the Ontario Privacy Commissioner under FIPPA.

We do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

Dispute Resolution

The laws of the Province of Ontario and the federal laws of Canada applicable therein will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions that would impose the law of another jurisdiction.

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), we agree to, and you are encouraged to, first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration or litigation, in which we agree to make good faith efforts to resolve any Disputes. Such informal negotiations commence upon written notice from one Party to the other Party. For clarity, nothing in the foregoing paragraph shall have the intent or effect of limiting your rights to seek redress in a court of competent jurisdiction.

Exceptions to Informal Negotiations

The Parties agree that the following Disputes are not subject to the above provision concerning informal negotiations: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) [REMOVED], (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RISK(S) ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER THE SITE NOR ANY OTHER PARTY INVOLVED IN THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND

WHETHER OR NOT THE SITE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE SERVICES; OR (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF THE SITE AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE SITE BY YOU ACCORDING TO THE TERMS, OR ONE HUNDRED CANADIAN DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our affiliates, all of our respective officers, agents, partners, and employees, and other Users of the Site from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: your violation of the rights of a third party, including but not limited to intellectual property rights We will notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree

that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. We agree to comply with the requirements of Canada's Anti-Spam Legislation (CASL) and respect your rights to modify or withdraw the foregoing consent and/or unsubscribe from electronic communications. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Termination

Both you and the Site may terminate these Terms at any time without notice to the other party. Upon termination, you lose the right to access or use of the Services.

Miscellaneous Terms

These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with the Site's prior written consent, but may be assigned by the Site without restriction and without notice to you.

These Terms constitute the entire agreement between you and the Site concerning the Services and supersede all prior or contemporaneous communications of any kind between you and the Site with respect to the Services. If any provision of these Terms is

held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, and the remainder of these Terms shall remain in full force and effect.

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Site's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

We reserve the right to modify, restrict access to, or discontinue the Services (or any portion of the Services), temporarily or permanently, with or without notice to you, and we are not obligated to support or update the Services. Unless explicitly stated otherwise, any new features that result in a change to current Services shall be subject to these Terms.

Neither these Terms nor the Privacy Policy create any right of action on the part of any third party, except for the Site and suppliers or others who are party to written agreements with us explicitly giving them third party beneficiary rights.

Contact Us

If you have questions about these Terms, please contact us by email at justask@torontomu.ca

Rules Of Conduct

These rules of conduct outlines our expectations for participants using the site. We are committed to providing a welcoming and inspiring community for all and expect these rules of conduct to be honored. Anyone who violates this code of conduct may have their site access revoked.

Our community strives to:

Be friendly.

Be welcoming: We strive to be a community that welcomes and supports people of all backgrounds and identities. This includes, but is not limited to members of any race, ethnicity, culture, national origin, colour, immigration status, social and economic class, educational level, sex, sexual orientation, gender identity and expression, age, size, family status, political belief, religion, and mental and physical ability.

Be respectful: It's important to remember that a community where people feel uncomfortable or threatened is not a productive one. Not all of us will agree all the time, but disagreement is no excuse for poor behavior and poor manners. The strength of our community comes from its diversity, including people from a wide range of backgrounds. Different people will have different perspectives and views. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong.

Be careful in the words that we choose: We are a community of professionals, and we conduct ourselves professionally. Be kind to others. Do not insult or put down other participants. Harassment and other exclusionary behavior aren't acceptable. This includes, but is not limited to:

– Violent threats or language directed against another person.
– Discriminatory jokes and language.
– Posting sexually explicit or violent material.
– Posting (or threatening to post) other people's personally identifying information.
– Personal insults, especially those using racist or sexist terms.
– Unwelcome sexual attention.
– Advocating for, or encouraging, any of the above behavior.
– Repeated harassment of others.

This code is not exhaustive or complete. It serves to distill our common understanding of a collaborative, shared environment, and goals. We expect it to be followed in spirit as much as in the letter.

DIVERSITY STATEMENT

We encourage everyone to participate and are committed to building a community for all. Although we will fail at times, we seek to treat everyone both as fairly and equally as

possible. Whenever a participant has made a mistake, we expect them to take responsibility for it. If someone has been harmed or offended, it is our responsibility to listen carefully and respectfully, and do our best to right the wrong.

Although this list cannot be exhaustive, we explicitly honor diversity in age, gender, gender identity or expression, culture, ethnicity, language, national origin, political beliefs, profession, race, religion, sexual orientation, socioeconomic status, and technical ability. We will not tolerate discrimination based on any of the protected characteristics above, including participants with disabilities.

Last Updated: September 2026