



Terms of Use

Introduction

Please read these Terms of Use carefully before using the ILC website and/or the My ILC Student Portal operated by the Independent Learning Centre (“**ILC**”)/TVO (collectively, the “**ILC Sites**”).

Your access to and use of the ILC Sites and services is conditioned on your acceptance of and compliance with these Terms of Use.

These Terms of Use apply to all visitors, users and others who access the ILC Sites and any related content and services.

- These Terms of Use shall govern your use of the ILC Sites.
- By using the ILC Sites, you accept these terms and conditions in full; accordingly, if you disagree with these Terms of Use or any part of them, you must not use ILC Sites.
- The ILC Sites use cookies; by using the ILC Sites or agreeing to these Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

By accessing the ILC Sites or using the services offered therein you agree to be bound by these Terms of Use. If you disagree with any part of the Terms of Use then you may not access the ILC Sites or use the services offered therein.

Definitions

Intellectual Property (“IP”): are those materials and content available or found on the ILC Sites (such as PDF files) access and use of which are subject to specific authorized use restrictions as outlined in the "Authorized Use" section below. Expressly excluded from this definition of "IP" are the layout and design of the Site or any logos, graphics, sounds or images contained herein ("**ILC Site’s IP**"). The IP and ILC Site’s IP are protected by law, but the ILC Sites’ IP may not be reproduced or distributed without the express authorization of TVO. For greater clarity, all content on the ILC Sites, including but not limited to official marks and trademarks, is property of TVO or its content suppliers and is protected by Canadian and international intellectual property laws.

User: refers to a person who has submitted information required for registration to the ILC. All information submitted shall be treated in compliance with the Privacy Policy described on the Site. User(s) are advised to carefully review the Privacy Policy prior to submitting any information.

Service: refers to all ILC services made available to eligible Users.

Account: refers to the account that will be set up for each User to enable him or her to access the Service. Each User will be prompted to select and remember a password and a user name in order to activate the Account. Users are entirely responsible for all activities that occur through use of their Accounts. Accounts are not transferable, and passwords and user names should be kept confidential. Any information retained by the User in the Account may be accessed at any time by the User by logging into the Account with a confidential user name and password.

TVO may access the Account to confirm or review student work and/or grades. TVO will not otherwise access the information in the Account unless directed to by law or court order.

Use of Site and Service

Acceptance of Terms of Use through Use

The ILC Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your access and use of the ILC Sites constitutes your agreement to all such terms, conditions, and notices.

Authorized Use

TVO authorizes users to view, print and copy IP on this Site provided they are used solely for informational, personal, non-commercial purposes of the User only and provided also that any copies or excerpts of IP are reproduced with the same copyright and/or proprietary notices as appear on the original. Modifying the IP in any way is expressly prohibited.

Unauthorized Use and Suspension/Termination of Account or Use

A student may not share, sell or otherwise use any TVO IP or student work in any way other than as expressly authorized under these Terms of Use or by TVO.

TVO may block, suspend, disable or terminate an Account and terminate and prevent further access and use rights to the ILC Sites and Services if:

1. Any commentary of the User, including passwords or user names, contain language deemed by TVO to be profane, defamatory, obscene, lewd, indecent, sexually-explicit, lascivious, violent, threatening, harassing, abusive or hateful, or is otherwise inappropriate and objectionable; or
2. use of the ILC Sites and/or Services violates local, provincial or national laws.

Submissions, Comments and Feedback

All questions, comments, suggestions, ideas, concepts, techniques, data, materials or information furnished by Users ("**User Generated Content**" or "**UGC**") is deemed non-confidential and shall not give rise to any obligation on the part of TVO. TVO may reproduce, perform, use, disclose, exhibit, display, transform, create derivative works from, and/or distribute any UGC and may use any ideas, concepts, know-how, data or techniques contained in or derived from such UGC for any purpose whatsoever, which may include but is not limited to, developing, manufacturing and marketing products that incorporate such ideas, concepts, know-how, data or techniques, and this without incurring any obligation toward the user providing such UGC.

Linking to the ILC Sites and Pages

Linking to the ILC Sites and pages is allowed on condition that the linking websites do not:

1. replicate content contained in the ILC Sites;
2. create a frame or border environment or browser around content contained in the ILC Sites, particularly in any way that would suggest that the ILC content is part of the linking website;
3. contain false or misleading information regarding TVO's products or services, misrepresent its relationship with TVO, or imply that TVO endorses or sponsors the linker or the linker's products or services;
4. use TVO's logos, trade-marks or trade names and other intellectual property belonging to TVO without prior written permission from TVO;
5. contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for any ages; and
6. contain material that would violate any laws.

From time to time, links to other websites may appear on the ILC Sites and pages. This is not an endorsement from the ILC or TVO of the websites, or the products or services that may be offered on such websites. The ILC disclaims any responsibility, representations or warranties for the products or services offered by or through the third party websites. Such third party websites will be governed by terms of use and privacy policies separate from ILC's Terms of Use.

Use of Online Posts and Social Media

The ILC Sites may contain bulletin board services, chat areas, blogs, news groups, forums, communities, social media platforms and/or other message or communication facilities designed to enable a user to communicate with the public at large or with a group or to other users who have become registered members of the Site (collectively, "**Online Posts and Social Media**"). Each User hereby agrees to use the Online Posts and Social Media only to post, send and receive messages and material that are proper and related to the particular Online Posts and Social Media. By way of example only, and not as a limitation, each user agrees that when using Online Posts and Social Media, he or she will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Restrict or inhibit any other user from using and enjoying the Online Posts and Social Media
- Violate any code of conduct or other guidelines which may be applicable for any particular Online Posts and Social Media
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent; and
- Violate any applicable laws or regulations.

TVO has no obligation to monitor the Online Posts and Social Media. However, TVO reserves the right to review all content posted to Online Posts and Social Media and to remove any content in its sole discretion. TVO reserves the right to terminate any User's access to any or all of the Online Posts and Social Media at any time without notice for any reason whatsoever.

TVO reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in TVO's sole discretion.

Availability

The ILC Sites may be unavailable at certain times to allow for maintenance and upgrades. Although TVO will endeavour to notify customers in advance of any such unavailability, this cannot be guaranteed and TVO reserves the right to alter or withdraw the ILC Sites and/or Services at any time.

No Warranty

The ILC Sites are provided "as is," with all faults, and TVO makes no express or implied representations or warranties, of any kind related to the ILC Sites or the content contained on the ILC Sites. Additionally, nothing contained on the ILC Sites shall be construed as providing consult or advice to you.

Indemnity

You hereby indemnify to the fullest extent TVO from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms of Use.



Limitation of Liability

In no event shall TVO nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of the ILC Sites, whether such liability is under contract, tort or otherwise, and TVO, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of the ILC Sites.

Changes

TVO reserves the right, at its sole discretion, to modify or replace these Terms of Use at any time. If a revision is material, TVO will try to provide at least 30 days' notice prior to any revision taking effect. What constitutes a material change will be determined at TVO's sole discretion.

Governing Law

The Terms of Use, Privacy Policy and any matter relating to the ILC Sites shall be governed by the laws of Ontario and such federal laws of Canada as applicable and any dispute shall be resolved exclusively in the courts of Ontario.

Contact Us

If you have any questions about these Terms of Use, please contact us at info@tvo.org.