

TERMS AND CONDITIONS OF USE

SNAP[®] for SCHOOLS APP

EFFECTIVE DATE: March 16, 2022

Please read these Terms and Conditions of Use carefully before using the SNAP[®] for Schools Application (“**App**”).

These terms between you (“**End User**”) and Child Development Institute (“**CDI**”), contain provisions that limit or exclude CDI’s liability to you. These terms do not affect your jurisdictional or statutory rights, to the extent that you may be entitled to such rights.

These terms and CDI’s privacy policy, located at www.childdevelop.ca (together, the terms and the privacy policy are the “**Terms**”), shall be the sole governing documents for your use of the App. By selecting the appropriate button below, or by downloading, installing, activating, or using the App in any way, you are acknowledging that you have read, understood, and agree to be bound by these terms, as well as any future changes. If you do not agree with these terms, promptly exit this page without accessing, downloading, or using the App, and delete the App from your Device. We encourage you to periodically review the terms to keep up to date with any modifications.

CDI offers the App to trained program facilitators to deliver the SNAP[®] for Schools program.

- 1 Definitions.** Unless otherwise specified, the following terms have the meanings set out below (the singular shall include the plural, and vice versa).
- 1.1 “**Airtime Charges**” means recurring charges for network services, (including but not limited to wide area network, wireless local area network, satellite, and Internet services) used in conjunction with the App.
 - 1.2 “**App**” means the application provided by CDI to you under these Terms, in whatever form, medium or manner provided or subsequently installed or used.
 - 1.3 “**App Distributor**” means any third party involved in the distribution of the App.
 - 1.4 “**App Support**” has the meaning set forth in Section 10.1.
 - 1.5 “**Carrier**” means the telecommunications service provider you obtain services from (Internet, telephone, satellite, et cetera).
 - 1.6 “**CDI Account**” means an account created to access the App.
 - 1.7 “**Content**” means any text, data, image, music, audio or video file, or other digital material in the App.
 - 1.8 “**Device**” means any electronic device you use to download, access or use the App.
 - 1.9 “**Documentation**” means the applicable installation guide and other standard end user documentation (if any) supplied or made available by CDI for the App.
 - 1.10 “**End User**” means the SNAP[®] for Schools program facilitator.
 - 1.11 “**Feedback**” has the meaning set forth in Section 7.2.
 - 1.12 “**Indemnified Party**” has the meaning set forth in Section 14.5.
 - 1.13 “**Licensee**” means any organization that has purchased the program license from CDI.
 - 1.14 “**Part**” has the meaning set forth in Section 16.2.

- 1.15 “**Technical Data**” has the meaning set forth in Section 11.2.
- 1.16 “**Third Party Item**” has the meaning set forth in Section 9.1.
- 1.17 “**User Data**” means any data concerning the User’s use of the App, which may include (but is not limited to):
- (i) date of onboarding
 - (ii) usage statistics
 - (iii) student demographic information
 - (iv) user feedback
 - (v) goal ratings
- 1.18 “**Website**” means www.childdevelop.ca or any other CDI website which may be used in association with the App.

2 App and Documentation Licenses

- 2.1 The App is licensed (not sold) under these Terms. Subject to the terms herein and in consideration of your agreement to these Terms and to provide User Data to CDI, CDI grants a revocable, non-exclusive, non-transferable license that permits you to install and use the App on your Device only for non-commercial use.
- 2.2 Subject to the terms herein, you acknowledge and agree that CDI is not responsible for your Device manufacturer’s software, or any non-CDI content contained on your Device.
- 2.3 In case of loss of your Device, please disable your Device remotely or contact CDI immediately so your account can be disabled.
- 2.4 If you suspect an unauthorized use of your CDI Account or Device, or any other breach of security, please change the password of your CDI Account and notify CDI immediately at privacy@childdevelop.ca.

3 The App Does Not Provide Medical Advice

- 3.1 The Content of the App is for educational purposes only. The Content is not intended to be a substitute for professional mental health or general healthcare advice, diagnosis, or treatment and may not be fully up to date with current knowledge and practices. You are encouraged to always seek the advice of a qualified healthcare professional with any questions you may have regarding any health condition. If you think there is a health emergency, contact appropriate emergency services.
- 3.2 CDI does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in the App. Reliance on any information provided by CDI, its employees, or CDI invited guests appearing on the App, is solely at your own risk. CDI assumes no liability for your failure to seek the help of a qualified healthcare professional when appropriate.

4 Registration

- 4.1 To be eligible to use the App, the User must:
- (a) Create a CDI account, which will require you to provide CDI with certain personal information (e.g., name, email);
 - (b) Be connected to a licensed site authorised to use the App; and
 - (c) Be at least eighteen (18) years of age.

- 4.2 You are responsible for maintaining the security and confidentiality of your CDI Account and all associated activities, including accurate information, your Device, and password details. CDI will not be liable for (i) any injury, loss, or damage, arising from your negligence in securing your CDI Account or your Device, or (ii) any damage or loss you suffer as a direct or indirect result of unauthorized access or use of your CDI Account, regardless of how caused. Unauthorized access or use includes but is not limited to you (i) not properly logging out of your account, (ii) providing or sharing your login details with others, or (iii) other acts of negligence affecting your CDI Account or Device security. You agree to be held liable and to indemnify CDI for any losses incurred or suffered by CDI or a third party arising directly or indirectly from negligence in managing your CDI Account or Device.

5 Usage Terms, User Conduct, Responsibilities and Warranties

- 5.1 While using the App, you agree that you are prohibited from engaging in or assisting others to engage in any activity that, in CDI's sole discretion: (1) disrupts or threatens the integrity, operation or security of the App; (2) elicits complaints from other users of the App; (3) is contrary to any law, regulation or public policy; or (4) is otherwise reasonably considered to be objectionable. Such prohibited activities include but are not limited to:
- (a) Attempting to gain unauthorized access to other user accounts;
 - (b) Attempting to reverse engineer, or cause any harm to the App or including transmitting viruses, or any other disruptive or destructive activities;
 - (c) Interfering with another user of the App's use and enjoyment of the App;
 - (d) Using an account of another user of the App; and
 - (e) Using the App for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes.
- 5.2 You are responsible for all activities with respect to your use of the App and agree that you will ensure that:
- (a) You have the authority to enter into these Terms and you are over the age of majority;
 - (b) You will only use the App in accordance with these Terms, all applicable laws and regulations, and the applicable Documentation;
 - (c) Any information you provide to CDI pursuant to these Terms is true, accurate, current, and complete, and so long as you continue to use the App, you will maintain the information in like manner;
 - (d) You do not copy, extract, snippet, duplicate, modify, reproduce, republish, redistribute, transmit, frame, recreate, or sell any part of the App in any form;
 - (e) You do not misuse the App, including but not limited to, hacking, injecting, modifying, reproducing, reverse engineering, decompiling, disassembling, in any manner, in part or otherwise;
 - (f) You do not use trademarks, logos, marks, names, copyright materials or other intellectual property or proprietary information owned or licensed by CDI, or any third party included on the App;
 - (g) You do not knowingly use or permit others to use the App in a manner that interferes with, degrades, or adversely affects any software, hardware, system, network, content, or service, or otherwise have a detrimental effect upon CDI, and you will immediately cease any such activity;

- (h) You do not use the App to transmit, publish, post, upload, distribute or disseminate any inappropriate, profane, harassing, abusive, defamatory, libellous, obscene, illegal, or deceptive content;
- (i) You do not use the App to transmit or otherwise make available any software or content that contains any (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software or content likely or intended to (a) have an adverse impact on the performance of, (b) disable, corrupt, or cause damage to, or (c) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data;
- (j) You do not, or attempt to, sell, rent, lease, or transfer the App or any content, or any part thereof, made available to you by CDI through the App or your entitlement to use the App to any other person;
- (k) You do not, to the maximum extent permitted to be restricted by applicable law, create derivative works based on the App or the Documentation; and
- (l) You do not use the App to interfere with or infringe upon the rights of others, including any third party, intellectual property, proprietary or privacy rights.

6 Updates and Upgrades

- 6.1 These Terms and the licenses granted herein, do not imply any rights or entitlement to future upgrades or updates of the App. The App may contain functionality to automatically check for updates or upgrades, and you may be required to update the App for continued access or use of the App, or other CDI-related Apps or services. You agree that CDI may (but is not obligated to) make such updates or upgrades available to you from time-to-time. Any updates or upgrades provided to you by CDI (directly or indirectly) under these Terms shall be considered part of the App and are subject to these Terms.

7 Ownership and Intellectual Property

- 7.1 You acknowledge and agree that, except for the license explicitly granted by these Terms, CDI owns all right, title and interest in and to the App and Documentation, including but not limited to the copyrights, trademarks, and rights to all content displayed on the App and Documentation. You may not reproduce, copy, modify, create derivative works, publish, distribute, disseminate, transmit, broadcast, or circulate any such materials or content to any third party (including using a third-party website) without CDI's prior written consent, except to use the App and Documentation for their intended purposes. CDI retains all rights that are not otherwise expressly granted to you in these Terms. Nothing in these Terms shall, or shall be deemed or construed to, assign, transfer or convey to you any title, rights, or interest in or to any intellectual property, including in or to the App or Documentation.
- 7.2 If you submit a comment, suggestion, or any other material ("**Feedback**") to CDI related to the App or Documentation (excluding any illegal content), you acknowledge that CDI will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution, or compensation to you.

8 Acknowledgements Concerning Your Use

- 8.1 You acknowledge and agree that to use the App appropriately:
 - (a) You have a compatible device that meets the minimum technical (hardware and operating software) requirements specified by CDI, which may be updated from time to time, and you are responsible for providing and maintaining such a device.

- (b) You have access to the Internet, servers or equipment hosted by CDI (or by a third party selected by CDI), and you are responsible for providing all connectivity required to use the App.
- (c) You are responsible for any Airtime, data, Internet, and SMS charges required by your Service Provider in connection with using the App.

9 Third Party Services

- 9.1 The App may provide or require access or a link to content, services, other Apps, or materials provided by a third party (“**Third Party Items**”). Those Third Party Items may have their own applicable rules and restrictions, separate from these Terms, which you must comply with.
- 9.2 CDI is not responsible for the availability of Third Party Items and does not endorse any Third Party Items or accept responsibility or liability for any Third Party Items. Your decision to access any Third Party Items is at your own risk and with no express or implied conditions, endorsements, guarantees, representations or warranties.

10 No Technical or Maintenance Support.

- 10.1 Except as otherwise provided in the Documentation, CDI is not obligated to provide direct technical support or maintenance concerning your use of the App, or with respect to any issues concerning the App (“**App Support**”). To the extent that CDI is engaged in providing App Support, you acknowledge and consent to CDI’s providing App Support for any information and data which you have supplied to CDI.

11 Access to and Use of Data.

- 11.1 You acknowledge that CDI will collect User Data and may disclose it in anonymized form to third parties, with such disclosure to occur in accordance with the terms of the Privacy Policy. You acknowledge that the CDI General Privacy Policy is subject to change from time to time in compliance with privacy laws.
- 11.2 You further acknowledge that to provide updates to the App, to provide App Support to you, or to improve CDI Apps and services, CDI may receive or collect: (a) certain diagnostics or other technical information about your Device (“**Technical Data**”); and (b) access to past data you submitted or attempted to submit through the App, or that was created through use of the App. You are solely responsible for all content provided, uploaded and used by you in connection with or through the App.

12 Termination and Suspension

- 12.1 These Terms are effective until and unless terminated. These Terms will end (a) automatically, and without notice to you, upon CDI’s discovery of your breach or failure to comply with any provision of these Terms; or (b) immediately, without notice, if CDI ceases to offer or provide the App. You may terminate these Terms at any time by emailing privacy@childdevelop.ca to delete your CDI Account login information. CDI may terminate these Terms and/or disable your ability to use the App for any reason whatsoever in CDI’s sole discretion, including if you abuse the App. Upon termination, your right to access and use the App shall immediately cease and you agree to uninstall the App and any copies made as permitted herein. You acknowledge that your uninstallation of the App may remove content related to or previously downloaded and stored on your Device. You acknowledge that CDI may block, suspend or terminate your access to the App. CDI shall not have any liability to you arising from or related to the termination of these Terms, or the termination or suspension or blocking of the App or any rights or licenses granted herein, in accordance with these Terms. Any termination under these Terms by CDI will be effective without CDI obtaining any judicial or administrative consent, approval, or resolution whatsoever in your jurisdiction. You acknowledge that your termination of these Terms may not remove all information or data you previously submitted to or generated through use of the App.
- 12.2 If you have been banned from using the App, you will not be permitted to re-register for another CDI Account.

13 Warranty Disclaimers

- 13.1 The App is provided “as is” and, to the maximum extent permitted by jurisdictional law, CDI disclaims all warranties of any kind, either expressed or implied. CDI does not warrant that the functions contained in the App will meet any requirements or needs you may have or that the App will be error free, or uninterrupted, or that any defects or errors in the App will be corrected, or that the App is compatible with all platforms.
- 13.2 You agree to engage on a voluntary basis and at your own risk in events and activities you elect to participate in while using the App.

14 Limitation of Liability and Indemnity

- 14.1 To the maximum extent permitted by applicable law, CDI and each of its affiliates and subsidiaries, licensors, suppliers, service providers, independent contractors, and authors or contributors to the App, shall not be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use or data; or personal injury or death) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence) arising out of the use of the App, even if advised of the possibility of such damage. CDI’s total aggregate liability with respect to its obligations under these terms or otherwise with respect to the App shall not exceed the amount of the license fee paid by you for the use of the App.
- 14.2 All limitations and exclusions set out in these Terms apply regardless of how you acquire or obtain access to the App or any Third Party Items.
- 14.3 The laws of some jurisdictions may not allow the limitation of liability or the exclusion of warranties, conditions, endorsements, guarantees, assurances or representations in contracts.
- 14.4 CDI shall not be liable for misuse, negligence, or accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, or access through the use of the App or user’s Device, including but without limitation, reliance on the app for medical advice, leaving the App open on an unattended Device, loss of the user’s Device, unauthorized access to the Device, or third-party access to the Device.
- 14.5 You agree to indemnify and hold harmless CDI and each of its affiliates and subsidiaries, licensors, suppliers, service providers, and each of their directors, officers, employees and independent contractors (each an “**Indemnified Party**”) from any damages, losses, costs or expenses (including legal costs) incurred by an Indemnified Party or brought against an Indemnified Party, arising from: (i) your use of the App, including but not limited to any errors, technical or human, whether intentional or not, in entering your data or personal information into the App; (ii) your breach of this Agreement; (iii) your unauthorized use of another individual’s CDI Account; or (iv) the unauthorized use of your CDI Account by another person. At the Indemnified Party’s request, you will also defend, at your expense, any third party claim or proceeding brought against the Indemnified Party resulting from these actions. No remedy sought by CDI is intended to be, nor shall it be construed as, exclusive of any other remedy or as allowed by law or in equity, but all such remedies shall be cumulative.

15 Claims

- 15.1 The Parties hereby acknowledge and agree that App Distributors are not responsible for addressing any claims relating to the App or use of the App, including but not limited to: (i) App liability claims, (ii) any claim that the App fails to conform to any legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The Parties also acknowledge and agree that in the event of any third-party claim that the App or use of the App infringes that third party’s intellectual property rights, the App Distributor shall not be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

16 General

- 16.1 **Law.** These Terms are to be governed by and construed under all applicable laws and regulations in your jurisdiction. Your privacy and security are important to CDI. All personal information that is collected and processed is outlined under CDI's General Privacy Policy.
- 16.2 **Severability.** To the extent any provision or part thereof (“**Part**”) of these Terms is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of these Terms; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render these Terms valid and enforceable.
- 16.3 **Assignment.** These Terms are assigned only by CDI or an authorized licensee.
- 16.4 **Entire Agreement / Changes.** These Terms constitute the entire agreement between you and CDI with respect to the App and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements, or agreements between the parties relating to the App other than as set out in these Terms. Except to the extent that CDI is expressly precluded by applicable law, CDI further reserves the right to, within its sole discretion, make changes to these Terms from time to time, including to reflect changes in or required by law (including, changes to ensure the enforceability of these Terms) or changes in business practices, by providing you with reasonable notice of the change either electronically (as contemplated by the Notice provision above) or by posting notice of the change on CDI's Website. If you continue to use the App after notice of the change has been given, then you shall be deemed to have accepted those changes. If you have a concern about the change(s) please contact CDI at privacy@childdevelop.ca to inquire as to your options.
- 16.5 **Language.** These Terms and all related documents are written in Canadian English. If these Terms are translated into a language other than English, the English version will prevail to the extent that any conflict or discrepancy arises in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in your jurisdiction, all disagreements, disputes, mediation, arbitration or litigation relating to these Terms shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
- 16.6 **Questions.** If you have any questions or concerns about these terms, please contact CDI at privacy@childdevelop.ca.