

TERMS OF USE

Last updated: October 15, 2024

1. INTRODUCTION

Welcome to <https://www.pathwaystoteach.ca> (the “**Website**”), provided by the Corporation of the Council of Ministers of Education, Canada (“**CCMEC**,” “**we**,” “**our**,” or “**us**”), an intergovernmental body duly incorporated pursuant to the laws of Ontario. The following terms of use (the “**Terms of Use**”) govern how visitors, clients, members and other users (collectively, “**users**,” “**you**,” or “**your**”) may access and use the Platform (as defined below).

2. DEFINITIONS

Definitions. The following capitalized terms have the meanings indicated:

- a. “**Account**” means a user account, which is unique to each IET and which enables such IET to access and use Pathways.
- b. “**Applicable Law**” means the laws of any jurisdiction that are applicable to these Terms of Use, to any of the parties hereto or to any activity of any of the parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses, or permits issued thereunder, including any rules, regulations, orders, licenses, and permits.
- c. “**Confidential Information**” means any and all confidential data or information obtained by one party from the other party to these Terms of Use, including technical, financial, business, manufacturing, marketing and sales information, and all methods, techniques, formulations, operations, know-how, experience, skill, trade secrets, computer programs and systems, secret processes, practices, ideas, inventions, designs, devices, plans, and drawings. Confidential Information of CCMEC shall include all Content related to the LCATP, including all questions and materials.
- d. “**Content**” means any text, pictures, media, data, information, content, records, files, or other materials.
- e. “**CCMEC**” means The Corporation of the Council of Ministers of Education, Canada, an intergovernmental body duly incorporated pursuant to the laws of Ontario.
- f. “**Credential Assessment**” means the analysis and verification of an IET’s educational credentials and the gathering of documents for certification purposes, as described in Section 4 (Services) of these Terms of Use.
- g. “**IET**” means an internationally educated teacher.
- h. “**Intellectual Property Rights**” means copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill and derivative works associated therewith.
- i. “**LCATP**” means Language Competency Assessment for the Teaching Profession, as described in Section 4 (Services) of these Terms of Use.

- j. **“Pathways”** means Pathways to Teach Canada, a Service offered by CCMEC in collaboration with certain partners and third-party service providers which allows for a single point of entry for IETs to apply for certification with one or more Regulatory Bodies for the Teaching Profession.
- k. **“Platform”** means, collectively, the Website, Content, Portals and Services.
- l. **“Portals”** means the secure portals on the Website used by CCMEC, an IET or a Regulatory Body for the Teaching Profession in connection with Pathways.
- m. **“Regulatory Body for the Teaching Profession”** means a participating provincial or territorial regulatory body for the teaching profession in Canada.
- n. **“Services”** has the meaning given in Section 4 (Services) of these Terms of Use.
- o. **“User Data”** means all information, records, data, documents, or other materials that you provide to us or that you upload to the Platform, whether using the IET Portal or otherwise, in connection with these Terms of Use or the Services.

3. BINDING LEGAL AGREEMENT

Terms binding. These Terms of Use are a binding legal agreement between you and CCMEC. You must agree to be bound by these Terms of Use to access and use the Platform. You may be prompted to review these Terms of Use and you may indicate your agreement to be bound by the same in connection with your creation of an Account. Notwithstanding the foregoing, by accessing or using the Platform, you hereby agree to be bound by these Terms of Use. These Terms of Use may be amended pursuant to Section 7 (Changes to These Terms of Use or the Platform).

Representations and warranties. By accessing or using the Platform in any way, you represent and warrant that: (i) you have reached the age of majority in your jurisdiction; (ii) you have the capacity to enter into binding legal obligations; and (iii) all information supplied by you to us through the Platform is true, accurate, current, and complete.

4. SERVICES

Services. We provide Content, resources, and Services to users of the Website (collectively, “Services”). Certain Services are only accessible to users who have created an Account. Certain paid Services are provided in consideration of fees pursuant to Section 6 (Payments and Fees).

Overview of Pathways. Pathways is a paid Service offered by CCMEC. Pathways is offered to IETs subject to the terms and conditions set out in these Terms of Use and in accordance with the following process:

- a. You must create an Account using the account creation tools provided on the Website. Account creation will require submission of certain information, which may include (without limitation): name, contact information, date of birth, and an accepted form of payment. Each Account is subject to the terms set out in Section 5 (Accounts).
- b. You must determine whether you require a Credential Assessment, an LCATP or both. One of the Services offered on the Website is the tool “Determine My Pathway,” which may provide an IET with a preliminary estimate of the type of assessment(s) required for the IET to seek certification pursuant to Pathways. We make no representations or warranties with respect to “Determine My Pathway,” including (without limitation) representations or warranties as to the accuracy, fitness for purpose, or results thereof. You are solely responsible for determining the type of assessment(s) that you require in connection with Pathways.
- c. Credential Assessments are administered by World Education Services (“WES”), a third-party service provider. WES will require additional information from you in connection with a Credential Assessment. Credentials Assessments carried out by WES, including all information

provided by an IET in connection with such assessments, are subject to: (i) WES terms and conditions (ii) WES privacy policy; and (iii) any other agreement(s) (if any) in place between you and WES for the provision of Credentials Assessment services. CCMEC is not responsible for the results of any Credentials Assessment carried out by WES or for the collection, use, or disclosure of any personal information by WES in the course of Credential Assessment services. CCMEC does not represent or warrant that an appeal of the results of a Credential Assessment will be permitted, and any appeal will be subject to the policies of WES in effect at the time of the appeal. The results of each Credential Assessment will be disclosed to CCMEC within our Portal. You hereby consent to the disclosure of such results to us and to our use of such results for provision and administration of Pathways in accordance with the process set out in this Section 4 (Services), including (without limitation) disclosure of such results by us to the Regulatory Body or Bodies for the Teaching Profession that you have chosen.

- d. LCATPs are administered by CCMEC in collaboration with certain third-party service providers. Users should carefully review the LCATP [Information for Test-Takers](#) on the Website. The application used for LCATPs is provided by XpressLab. Proctoring services for LCATPs are provided by Managexam (collectively, XpressLab and Managexam are referred to as the “**LCATP Providers**”). You must schedule your LCATP using the Portal. The LCATP Providers may require additional information from you in connection with an LCATP. LCATP services carried out by LCATP Providers, including all information provided by an IET in connection with such services, are subject to: (i) the applicable LCATP Provider terms and conditions (ii) the applicable LCATP Provider privacy policy; and (iii) any other agreement(s) (if any) in place between you and the applicable LCATP Provider for the provision of LCATP services. CCMEC is not responsible for the results of any LCATP services carried out by the LCATP Providers nor for the collection, use, or disclosure of any personal information by the LCATP Providers in the course of LCATP services. The results of the LCATP services provided by the LCATP Providers will be disclosed to CCMEC within our Portal. You hereby consent to the disclosure of such results to us and to our use of such results for provision and administration of Pathways in accordance with the process set out in this Section 4 (Services), including (without limitation) disclosure of such results by us to the Regulatory Body or Bodies for the Teaching Profession that you have chosen.
- e. You are responsible for contacting the relevant Regulatory Body or Bodies for the Teaching Profession to commence the certification process in the Province or Territory of your choosing. The relevant Regulatory Body for the Teaching Profession will require additional information from you in connection with the certification process. CCMEC is not responsible for the commencement of the certification process, the results of the certification process or any information that you provide to any Regulatory Body for the Teaching Profession in connection with the certification process.
- f. You are responsible for determining which Regulatory Body or Bodies for the Teaching Profession the results of your assessment(s) will be sent to by selecting your chosen Regulatory Body or Bodies for the Teaching Profession within the IET Portal. Following receipt of the results of your assessment(s), Pathways will disclose such results to the selected Regulatory Body or Bodies for the Teaching Profession within such Body’s Portal. You hereby consent to such disclosure. Each Regulatory Body for the Teaching Profession that you select will reach a decision on certification for the teaching profession in the province or territory over which they maintain jurisdiction. The results of such certification decision will be disclosed to you and to CCMEC. You hereby consent to CCMEC’s receipt of such results for record keeping and analysis purposes. CCMEC is not responsible for the results of a certification decision, and in no circumstance will CCMEC be liable to you or any third-party therefor. CCMEC does not represent or warrant that an appeal of the results of a certification decision will be permitted, and any appeal will be subject to the discretion and processes of the relevant Regulatory Body for the Teaching Profession.

5. ACCOUNTS

Your Account. Your Account is subject to the following terms and conditions:

- a. Account creation will require the selection of a username and password and submission of certain information, including name, contact information, date of birth, and an accepted form of payment.
- b. Your Account is for your personal use only. You must keep your Account secure and agree that you will not grant access to or otherwise share your Account with any other person. You must immediately notify us of any unauthorized activity on your Account.
- c. You must provide us with true, accurate, current, and complete information for your Account. If we reasonably believe or suspect that your information is not true, accurate, current, or complete, we may deny or terminate your access to the Platform.
- d. We reserve the right to disable any Account at any time at our sole discretion. If we disable access to your Account, you may be prevented from accessing the Platform (or any portion thereof).
- e. We are entitled to act on instructions received through your Account. We are not responsible for any actions taken or transactions made to or from your Account by any other party using your Account. You are solely responsible for all use of your Account and all activities that occur under or in connection with your Account.
- f. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Platform and your Account, including terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Platform under your Account, including those that, if undertaken by you, would be deemed a violation of these Terms of Use.

6. PAYMENTS AND FEES

Payments. Payments may be made within the IET Portal by logging in to your Account. You are responsible for providing an accepted form of payment prior to the provision of any paid Services. Currently, credit card is the only accepted form of payment for paid Services.

Fees for Pathways. In consideration for the provision of Pathways, fees are payable to CCMEC in accordance with the following terms and conditions:

- a. Fees are calculated based on the assessment(s) that you select, any rescore requests or appeal requests that you commence and the number of Regulatory Bodies for the Teaching Profession that you engage.
- b. Fees for assessments are additive and payable prior to the commencement of any assessment. If you select a Credential Assessment, you must pay the relevant Credential Assessment fee. If you select an LCATP, you must pay the relevant LCATP fee. If you select both, you must pay the sum of the foregoing.
- c. Fees for LCATP rescore or incident appeal requests are subject to the relevant LCATP policy and are payable prior to the commencement of any rescore or appeal services.
- d. Fees to disclose the assessment(s) results to more than one Regulatory Body for the Teaching Profession are additive and payable prior to the disclosure of the results of your assessment(s) to the relevant Regulatory Body for the Teaching Profession. You must select at least one Regulatory Body for the Teaching Profession when you create your Account at the outset of Pathways. Applicable fees will be payable upon Account creation. You may select additional

Regulatory Bodies for the Teaching Profession at any point thereafter (provided your Account remains in good standing), and upon selection thereof, additional fees will be payable.

- e. Except as otherwise stated in the LCATP Information for Test-Takers, fees for Services are non-refundable. Notwithstanding the foregoing, CCMEC may, in its sole discretion, refund fees for Services that have not been provided to you upon cancellation of such Services or termination of your Account, provided such fees have not already been paid to a third-party service provider.

Schedule of Fees. The following fees apply for the listed Pathways services. If there is a discrepancy between the fees set out in this schedule and fees referenced in a Pathways policy, the fees set out in this schedule shall apply:

Service	Fee as of October 15, 2024
Creating your Account	No fee
Credential Assessment and submission of results to one (1) Regulatory Body for the Teaching Profession	\$450
LCATP – initial registration and submission of results to one (1) Regulatory Body for the Teaching Profession	\$400
Submission of results (Credential Assessment, LCATP, or both) to additional Regulatory Bodies for the Teaching Profession	\$35 per submission per Regulatory Body for the Teaching Professional
LCATP – rescheduling	No fee, provided the test is rescheduled at least 15 business days before the scheduled test date (for more information, see LCATP Information for Test-Takers)
LCATP – rescoring	\$90 per rescored module
LCATP – appeal of the Pathways Coordinator's determination regarding an Incident Report	\$100

7. CHANGES TO THESE TERMS OF USE OR THE PLATFORM

Our rights. Except where prohibited by Applicable Law, we reserve the right to:

- a. Amend these Terms of Use at any time. When we amend these Terms of Use, we will: (i) place a notice on the Platform, send you an email, notify you by direct message within the IET Portal, or notify you otherwise as required by Applicable Law; (ii) post a new version of these Terms of Use to the Website; and (iii) update the “Last Updated” date at the top of these Terms of Use. We may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Platform is permitted. If you do not agree to any amendment(s) after receiving a notice of such amendment(s), you agree to stop using the Platform. Otherwise, your continued access to or use of the Platform after any amendment to these Terms of Use indicates your acceptance of such amendment.
- b. Change any element of the Platform at any time, without notice. We may, at our sole discretion, suspend or terminate your access to or use of the Platform or any component thereof: (i) for scheduled maintenance; (ii) due to a force majeure event; (iii) if we believe that you have violated any provision of these Terms of Use; (iv) to address any emergency security concerns; or (v) if required to do so by a governmental authority or as a result of Applicable Law.
- c. Make any modifications or discontinue all or any portion of the Platform at any time (including by limiting or discontinuing certain features of the Platform), temporarily or permanently, without notice to users. We will have no liability for any change to the Platform, including any paid-for

functionalities of the Platform, or any suspension or termination of any users' access to or use of the Platform.

- d. Require you to update third-party software from time to time to use the Platform.
- e. Engage third-party service providers to provide the Platform or the Services.

8. PRIVACY

Privacy Policy. Please read our Privacy Policy, which is incorporated into these Terms of Use by reference and available at: [Privacy Policy - Pathways to Teach Canada](#). Collection, use, and disclosure of any and all personal information by us or through the Platform is subject to our Privacy Policy. In accordance with our Privacy Policy, we reserve the right to contact you in connection with: (i) any matter related to compliance with these Terms of Use; (ii) any matter related to the Platform or provision of the Services; (iii) any issues with payment; and (iv) any communications that you consent to receive.

9. INTELLECTUAL PROPERTY

Rights in the Platform. All rights, title, and interest, including Intellectual Property Rights, in the Platform, including the source code in the software we use to provide the Platform, and all other materials provided by us hereunder, and any updates, adaptation, translation, customization, or derivative works thereof, will remain the sole property of CCMEC (or our affiliates, licensors, or third-party suppliers, if applicable).

Licence to use the Platform. Subject to these Terms of Use, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, and revocable licence to use the Platform in accordance with these Terms of Use.

License to User Data. You hereby grant us an irrevocable, non-exclusive, worldwide, royalty-free, transferable, sublicensable, and fully paid-up right to access, collect, use, process, store, and disclose your User Data for the following purposes: (i) to provide you with access to the Platform and services related to your Account; (ii) to exercise our rights and perform our obligations under these Terms of Use, including ensuring you are complying with these Terms of Use; (iii) to improve and enhance the Platform; and (iv) to provide and administer the Services to you.

Third-party software. Any use of third-party software provided in connection with the Platform will be governed by such third parties' licences and not by these Terms of Use.

Trademarks. "Pathways to Teach Canada", "Language Competency Assessment for the Teaching Profession" and "LCATP" are pending registration as official marks of CCMEC and are thus protected pursuant to this Section 9 of the *Trademarks Act (Canada)*. Any trademarks, official marks, graphics, or logos appearing in or on the Platform are the exclusive property of CCMEC and may not be used in any manner without our express written consent.

Reservation of rights. All rights not expressly granted to you in these Terms of Use are reserved by us.

10. PROHIBITED USE

Using the Platform. You agree to:

- a. Keep your Account credentials and all other login information confidential.
- b. Monitor and control all activity conducted through your Account in connection with the Platform.
- c. Upload and disseminate only data to which you own all required rights under Applicable Law and do so only consistent with Applicable Law.
- d. Promptly notify us if you become aware or reasonably suspect that any illegal or unauthorized activity or a security breach involving your Account, including any loss, theft, or unauthorized disclosure or use of your Account.
- e. Comply with all Applicable Law.

Prohibited use. You agree that you will not use the Platform in violation of these Terms of Use or of any Applicable Law, or in the case of third-party materials, websites, or content accessed through or provided with the Platform, the applicable third-party licence agreement or terms and conditions. Without limiting the generality of the foregoing, you further represent, warrant, and covenant that you will not (and will not attempt to) directly or indirectly:

- a. Disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Platform.
- b. Attempt to gain unauthorized access to the Platform, or bypass any measures we may use to prevent or restrict access to the Platform, attempt to circumvent the intended features, functionality or limitations of the Platform, or otherwise commercially exploit the Platform;
- c. Send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Platform any data, information, pictures, videos, audio or other materials or content that: (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (iii) is false, intentionally misleading, or impersonates any other person; (iv) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, graphic or gratuitous violence, or political propaganda, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (v) is harmful to minors in any way or targeted at minors; (vi) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right, or right of publicity); (vii) encourages any conduct that may violate any Applicable Laws or would give rise to civil or criminal liability; (viii) discloses or provides information protected under any law, agreement, or fiduciary relationship, including proprietary or confidential information of others; or (ix) contains information about an identifiable individual, other than as required in connection with the Services.
- d. Use the Platform in a manner which, in our reasonable opinion, would tend to bring the Platform, CCMEC, or any of our trademarks into public disrepute, contempt, scandal, or ridicule, would adversely affect our reputation or goodwill or any of our trademarks, or adversely affect the relationship between CCMEC and any of our licensors or other users.
- e. Use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Platform or any part thereof or otherwise attempt to discover any source code.
- f. Remove or obscure any proprietary notices or labels on the Platform, including brand, copyright, trademark, and patent or patent pending notices.
- g. Use the Platform for the purpose of building a similar or competitive product or service.
- h. Perform any vulnerability, penetration, or similar testing of the Platform.
- i. Advertise to, or solicit, any user to buy or sell any third-party products or services, or use any information obtained from the Platform to contact, advertise to, solicit, or sell to any user without their prior express consent.
- j. Publish, market, advertise, or in any way distribute the Content.
- k. Share, transfer, or otherwise provide access to an Account designated for you to another person.
- l. Copy or store any significant portion of the Content.
- m. Authorize, permit, enable, induce, or encourage any third party to do any of the above.

11. THIRD-PARTY CONTENT, WEBSITES, AND SERVICES

No warranty. The Platform may include links or access to third-party content, websites or services. You will be required to access and use certain third-party content, websites, and services to use Pathways. You acknowledge and agree that you are aware of the requirement to use third-party content, websites, and services prior to access or use of the Services. We do not guarantee or warrant the quality, durability, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose of any third-party content, websites, services, or systems. Third-party content, websites, services, or systems are not under our control, and if in connection with the Services, you access or use any such content, websites, or services, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third-party content, websites, services, or systems and agree to accept and comply with any such terms of use.

No liability. Your interactions with third parties contacted in connection with or through the Platform, including payment and delivery of goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that to the fullest extent permitted by Applicable Law that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. Without limiting the foregoing, you and each of your heirs, executors, administrators, and assigns, hereby forever release, remise and discharge CCMEC, and all of its officers, shareholders, directors, employees, volunteers, agents, insurers, subsidiaries, affiliates, associated entities, successors, and assigns (hereinafter collectively referred to as the "CCMEC Parties") jointly and severally from any and all actions, causes of action, contracts (whether express or implied), liabilities, claims, complaints, demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interest, costs, claims of any and every kind and nature whatsoever, at law or in equity, known or unknown, which you ever had, now have, or hereafter have by reason of or existing out of (i) your access and use of any third-party content, websites and services in connection with Pathways; or (ii) your dealings with any third parties in connection with Pathways.

12. SECURITY

Security. Your access to the Platform and use of the Services is strictly at your own risk. We do not guarantee or warrant that the Platform is compatible with your computer system or mobile device or that the Platform, or any links from the Platform, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system and/or mobile device, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system and/or mobile device that may be necessary as a result of your use of the Platform.

13. DISCLAIMER OF WARRANTIES

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LEGAL WARRANTIES, CONDITIONS, OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, THE SCOPE AND DURATION OF SUCH WARRANTY OR CONDITION WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE PLATFORM AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO: (I) THE PLATFORM; (II) THE SERVICES, INCLUDING PATHWAYS; (III) THE SERVICES PROVIDED BY ANY THIRD-PARTY SERVICE PROVIDERS; (IV) THE RESULTS OF ANY ASSESSMENT(S) THAT YOU UNDERTAKE IN CONNECTION WITH PATHWAYS; AND (V) THE

RESULTS OF ANY CERTIFICATION DECISION MADE BY A REGULATORY BODY FOR THE TEACHING PROFESSION; WHETHER EXPRESS, IMPLIED, STATUTORY, OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, INTEGRATION, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT, AND/OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND/OR THAT THE PLATFORM AND THE SERVICES ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD-PARTY COMMUNICATIONS AND ANY THIRD-PARTY MATERIALS, WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE PLATFORM. ANY REPRESENTATION OR WARRANTY RELATING TO ANY THIRD-PARTY MATERIALS, WEBSITES, OR CONTENT IS STRICTLY BETWEEN YOU AND THE THIRD PARTY.

14. LIMITATION OF LIABILITY

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR PARENT CORPORATIONS, SUBSIDIARIES OR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, LICENSEES, AND SERVICE PROVIDERS AND ITS AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "CCMEC PARTIES"), BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PRODUCTION, REVENUE, PROFITS, USE OR DATA, PERSONAL INJURY, FINES, FEES, PENALTIES, OR OTHER LIABILITIES (COLLECTIVELY, "LOSSES"), IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE PLATFORM OR SERVICES OR THE INABILITY TO MAKE USE OF THE PLATFORM, OR THESE TERMS OF USE, INCLUDING, FOR CLARITY, ANY LOSSES RESULTING FROM THE ACCESS, COLLECTION, USE, PROCESSING, STORING, DISCLOSING OR TRANSMITTING OF INFORMATION BY THIRD PARTIES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

AGGREGATE MAXIMUM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE SERVICES, EXCEED CAD \$100. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

Force majeure. Without limiting the foregoing, under no circumstances will any of the CCMEC Parties be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our or their reasonable control, including internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, pandemics, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

15. INDEMNIFICATION

Indemnification of CCMEC Parties. You agree to defend, indemnify, and hold harmless the CCMEC Parties from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with: (i) your use (or the use by any third party using your Account) of the Platform (except to the extent prohibited by law); (ii) your breach of any provision of these Terms of Use; (iii) your negligence acts or omissions or willful misconduct; (iv) your violation of any law or the rights of a third party (including Intellectual Property Rights); (v) the provision of your User Data to us for our use thereof; (vi) the services provided by any third-party service providers; (vii) the results of any assessment(s) that

you undertake in connection with Pathways; and (viii) the results of any certification decision made by a Regulatory Body for the Teaching Profession.

Defence. We reserve the right, at our own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences. You agree that the provisions in this section will survive any termination of your Account, the Terms of Use, or your access to the Platform.

16. CONFIDENTIALITY

Obligations of confidentiality. Each party (a “disclosing party”) may disclose Confidential Information to the other (a “receiving party”) in the performance of these Terms of Use or in connection with the Services. Each party agrees to maintain the disclosing party’s Confidential Information in confidence with at least the same degree of care with which the receiving party holds its own confidential information, and in any event not less than a reasonable degree of care. Neither party will use the Confidential Information of the other party except for the exercise of its rights and performance of its obligations under these Terms of Use or in connection with provision or receipt of the Services.

Exceptions. The obligations of confidentiality set out above shall not apply to information which:

- a. Was in the receiving party’s possession prior to receipt or acquisition from the disclosing party.
- b. At the time of the receiving party’s receipt or acquisition of the information, is or thereafter becomes part of the public domain through no act or failure on the part of the receiving party.
- c. Is disclosed to the receiving party by a third party without a covenant of confidentiality owing to the disclosing party.

Required disclosure. If the receiving party is required by Applicable Law to disclose any of the Confidential Information, the receiving party shall provide the disclosing party with written notice to permit the disclosing party to seek a protective order, or other appropriate remedy, or to waive compliance with the provisions of this Section 16. If such a protective order or other remedy is not obtained or compliance is not waived, the receiving party will furnish only that portion of the Confidential Information which in the reasonable opinion of its counsel is legally required.

Remedies. The receiving party acknowledges and agrees that the Confidential Information is valuable and sensitive and that any violation of the provisions of this Section 16 would result in immediate, significant, and irreparable damage to the disclosing party. The receiving party agrees that in the event of any breach, violation, or default of the terms of this Section 16, the disclosing party may, in addition to any other right, relief, or remedy available at law or in equity, be entitled to immediately obtain an injunction compelling the receiving party to abide by and comply with the terms of these Terms of Use and to cease any activities that are causing or might cause harm to the disclosing party.

17. TERM AND TERMINATION

Term. These Terms of Use will commence on the day you first use the Platform and will continue for as long as you use the Platform or until terminated in accordance with the provisions of these Terms of Use.

Termination by us. At any time, we may: (i) suspend or terminate your rights to access or use the Platform; or (ii) terminate these Terms of Use, in our sole discretion, for any reason, including if we believe that you have used the Platform in violation of these Terms of Use, or have engaged in unauthorized or illegal activity.

Termination by you. You may terminate these Terms of Use by request by using our contact form available here: [Contact us - Pathways to Teach Canada](#), requesting that your Account be deleted, and ceasing use of the Platform. For greater certainty, if you continue to use any portion of the Platform after these Terms of Use have been purportedly terminated by you as described above, these Terms of Use will continue to apply to the extent of such use. In the event of termination, you are no longer authorized to access or use the Platform.

Survival. The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20.

18. LICENCE

LCATP responses. You agree that your responses to questions or material presented using the LCATP (your “Responses”) will not be treated as Confidential Information. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, and translate your Responses for the purposes of (i) updating the LCATP scoring guide or materials and (ii) improving or modifying the LCATP.

Feedback. You agree that any suggestion or idea provided by you (such suggestions or ideas, “Feedback”) will not be treated as confidential, and nothing in these Terms of Use will restrict our right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensation to you. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made, and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Platform or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise. You will not have any claim, including claims based upon invasion of privacy, defamation, or right of publicity, arising out of any use, alteration, blurring, distortion, or use in composite form of any Feedback. Except as prohibited by law, you hereby waive, and you agree to waive, any moral and author’s rights (including attribution and integrity) that you may have in any Feedback, even if it is altered or changed in a manner not agreeable to you.

19. DISPUTES

Disputes. Except where prohibited by Applicable Law, any controversy, claim or dispute arising out of, relating to, or in respect of these Terms of Use, including their validity, existence, breach, termination, construction, or application, or the rights, duties, or obligations of any party, or the rights, duties, or obligations of any party derived from or associated with these Terms of Use (a “Dispute”), will be addressed in accordance with the following provisions:

- a. The parties will negotiate in good faith, using reasonable commercial efforts to resolve the Dispute.
- b. If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to Subsection (a) above, then either party may commence legal action or proceeding in a court of competent jurisdiction within the Province of Ontario. Notwithstanding the foregoing, CCMEC may move to enforce your obligations under Section 9 (Intellectual Property), Section 10 (Prohibited Use) or Section 16 (Confidentiality) in any jurisdiction in which a breach is alleged to have occurred.

20. GENERAL

Choice of Law. These Terms of Use will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (without giving effect to any principles of conflicts of law), and such laws apply to your access to or use of the Platform notwithstanding your physical location. You will only use the Platform in jurisdictions where the Platform may lawfully be used. Except as restricted by Applicable Law, and subject to Section 18 (Licence), you hereby consent to the exclusive jurisdiction and venue of the courts of Ontario in all disputes arising out of or relating to the use of the Platform. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of Intellectual Property Rights or confidentiality obligations in any appropriate jurisdiction.

Entire Agreement. These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Platform.

Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

Severable. If any of the provisions contained in these Terms of Use are determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.

Assignment. You may not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section 20 will be null and void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

References. For purposes of these Terms of Use, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to these Terms of Use as a whole; (d) whenever the singular is used herein, the same includes the plural, and whenever the plural is used herein, the same includes the singular, where appropriate. These Terms of Use shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.