



Ontario Association of Architects

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The Owner reserves the right, at its sole discretion, to modify the TOU at any time. Such modifications shall become effective immediately upon the posting thereof. You must review the TOU every time you access the Online Admission Course to keep yourself apprised of any changes.

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Unless specifically stated, the Owner does not recommend or endorse any specific brand of products, services, procedures or other information that appears or that may be advertised on the Online Admission Course.

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Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Online Admission Course.

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Subject to the terms and conditions of the TOU, you are hereby granted a limited, non-transferable, non-assignable and non-exclusive license to access, view and use the Online Admission Course for the sole purpose of participating in the Owner's Admission process. Upon completion of the Online Admission Course, you are granted the right to download, store and/or print single copies of the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any special Content that may be set out in the Online Admission Course.

Except as expressly provided above, you may not:

- (i) share program content, quiz answers and results with other applicants to or members of the Ontario Association of Architects;
- (ii) copy, repost, reproduce, modify, adapt, translate, upload, download or transmit the Online Admission Course or Content in whole or in part,
- (iii) sell, rent, lease, license, transfer or otherwise provide access to the Online Admission Course or Content,
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7. Passwords

You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your user name and password. You must not share your password with any other person. You agree to (a) immediately notify the Owner of any unauthorized use of your password or account or any other breach of the security of which you reasonably suspect or become aware, and (b) ensure that you exit from your account at the end of each session. The Owner cannot and will not be liable for any loss or damage arising from your failure to comply with this section, and you will indemnify the Owner in respect of any losses suffered by the Owner or claims made against the Owner that are attributable to any loss or damage arising from your failure to comply with this section.

8. Termination

You agree that the Owner, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, or otherwise terminate your access to or use of the Online Admission Course (or any part thereof), immediately and without notice, for any reason, including, without limitation, if the Owner believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that the Owner shall not be liable to you or any third-party for any termination of your access to the Online Admission Course. Further, you agree not to attempt to access the Online Admission Course after said termination. The disclaimers, limitations on liability and indemnity clauses shall survive termination of the TOU, as shall any other provision which by its nature ought to survive termination.

9. Privacy of Information

The Owner may collect personal information about each Online Admission Course user, such as their name, OAA ID, email, telephone number, address, and preferred language, for the purposes of administering the *Architects Act*. The Owner also collects information in order to record your participation in some of the activities and quizzes within the program.

If you have any concerns about this privacy of information policy you may contact the Owner directly at the following address:

**OAA Registrar
1 Duncan Mill Road
Toronto, ON, M3B 1Z2
Re. Online Admission Course**

10. Disclaimer of Warranties

YOU AGREE THAT USE OF THE ONLINE ADMISSION COURSE IS ENTIRELY AT YOUR OWN RISK. THE ONLINE ADMISSION COURSE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED. THE OWNER DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE ONLINE ADMISSION COURSE.

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12. General

The TOU constitutes the entire agreement between you and the Owner and governs your use of the Online Admission

Course, superseding any prior agreements between you and the Owner in respect of the Online Admission Course. The TOU and the relationship between you and the Owner shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions. You and the Owner agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of the Owner to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.