

## **Terms and Conditions for Camp Tournesol (Agreement) v. 1.0** ( Augst 14th, 2017)

Welcome to Great French Tutors' website ("We", "Us", and "Our"). By using Our services offered through our Website [www.greatfrenchtutors.ca](http://www.greatfrenchtutors.ca) (the "Website") and the account for which you have signed up (the "Account") through which you can then purchase our services, you understand, agree, and acknowledge that this Agreement constitutes a legally binding agreement between you and Us and that your use of the Website, the services, and your Account (collectively referred to as the "Services") shall indicate your conclusive and irrefutable acceptance of this Agreement.

### **1. Electronic Agreement**

This Agreement is an electronic agreement which sets out the terms and conditions for your use of the Services.

### **2. Services**

- a. You hereby understand that all tutoring services take place virtually and that our head office is located in Ontario but our tutors may reside outside of the province.
- b. All applications will be considered on a first come, first served basis.
- c. We reserve the right to make any changes of equal value before or during a Service for the comfort of all participants without prior notice, as determined at our sole discretion.
- d. Our tutors are ready at start time of each session, and we kindly ask that you and your child are too. We understand that external circumstances may result in you being late, however please note that our tutors will only wait 10 minutes before assuming you are unable to attend the session. If you do begin your session late, please also note that tutors are not able to stay late to make up for the missed time. Tutoring sessions will not be rescheduled for children that are more than 10 minutes late.

### **3. Representations and Warranties**

By signing up and/or purchasing any of our Services you hereby represent and warrant to Us:

- a. You are at least 18-years of age.
- b. You have reviewed, agree with, and will comply with all of our policies and rules at <http://www.greatfrenchtutors.ca> which are incorporated in to this Agreement by reference.
- c. You have the right, authority, and capacity to enter into this Agreement and to abide by and comply with all of the terms and conditions of this Agreement.

- d. You will update Us of any suspension, disciplinary, social, emotional, and/or psychological issue of your child/ward prior to the Service commencement date.
- e. All the information and consents you have provided to Us, including, if applicable, the consent to take pictures or videos and publications of those on the Website and/or marketing materials of the minor for whom you are consenting is accurate and truthful at all times (the "Information"). If you do not agree to have your child to be captured in photos and videos, you must notify Us, during the registration process or, if thereafter, in writing and prior to the commencement of the relevant Service.
- f. All the Information you have provided to Us is either your own personal information and/or you have the absolute right and authority to provide the Information to Us for the purposes of the Services for which you have signed up and/or which you have purchased.
- g. You will correct, update, and amend any Information promptly upon any change of the Information including, if applicable, your billing information.
- h. Your child/ward has not been convicted of an indictable crime or felony by any competent court of any jurisdiction in the world.
- i. Your child/ward has never been convicted of any sexual offence anywhere in the world.
- j. You will not use the Services or intend to use the Services to misrepresent yourself, your child/ward, and/or impersonate any person or entity to another person, organization, and/or Us.
- k. You will not use the Services and/or cause your child/ward to use the Services for any unlawful or prohibited purpose.
- l. You shall, at all times, only use the Services according to the terms and conditions set out in this Agreement and any other applicable federal, provincial, territorial, national, and international laws.

#### **4. Billing and Payment**

- a. All prices are in Canadian funds.
- b. Any registration and payment of any required deposit of any of our Services does not guarantee a place at any of Our Services. Upon registration, We will consider your application and may conduct additional background checks including reference checks to verify any information provided about your child/ward. We reserve the right to refuse participation in any of our Services for any reason. If We refuse participation, We will refund your deposit in full.
- c. We accept all major credit cards as determined by Us from time to time.
- d. We have different fees and installments for Our Services and packages of Services. Upon sign up for an Account and/or purchase of one or

more of Our Services, We will charge your credit card the initial fee. For any subsequent payments We will notify you one day prior to the charge and upon the immediately following day. We will charge you through your credit card the agreed upon fees pursuant to the set installments. You agree to pay for all Services at the set fees, as you agreed upon during the sign up process for the applicable Service, plus applicable sales taxes. You hereby authorize Us and our agents, as applicable, to charge your chosen payment provider for the Services and you hereby agree that you will not charge back, annul, and/or void any payment transactions for Services except as permitted pursuant to applicable consumer protection legislation.

- e. For any Services that are outside of Ontario, Canada, We reserve the right to increase the price to cover any increased travel costs. We shall use commercially reasonable efforts to advise you of the price increase at least 60 days in advance of the Service commencement date.
- f. Our invoice will include, and you agree to pay, in addition to the fees for the Services which you have purchased, any applicable taxes, any other charges imposed by Law, interest on prior overdue invoices and charges for returned cheques, charge backs, and/or other administrative fees that We may have incurred due to late or failed payments.
- g. Interest will be charged and you agree to pay interest on any invoiced amounts not paid within thirty (30) days by the Due Date, calculated from the date of the invoice, at the rate of 1.5% per month (19.56% per annum), or such other rate as We may, with prior notice, reasonably set from time to time.
- h. Charge backs may be assessed a \$25 administrative fee or such higher amount as may be reasonably required to compensate Us for our costs associated with such charge back. Charge backs will require a certified cheque replacement.
- i. NSF cheques may be assessed a \$40 administrative fee or such higher amount as may be reasonably required to compensate Us for our costs associated with such NSF cheque. NSF cheques will require a certified cheque replacement.
- j. You must give notice of all invoice inquiries and disputes within sixty (60) days of the invoice date, and, with such notice, provide any supporting documentation. After that time, you will be deemed to have agreed on the contents of the invoice and will have no right to challenge any element of the invoice. You must pay the undisputed portion of an invoice and subsequent invoices in accordance with this Agreement.

## **5. Termination**

- a. This Agreement will remain in full force and effect while you use any

of our Services. You may terminate this Agreement, for any reason, at any time by emailing us at [tutors@gftutors.ca](mailto:tutors@gftutors.ca).

- b. We will not provide any refund of your deposit unless your application for the relevant Service has been rejected and, if applicable, pursuant to Ontario's consumer protection legislation.
- c. We will not provide any refund of any other fees for any reasons other than as specifically set out herein.
- d. You can request a refund of the fees (excluding the registration fee) paid if you provide written notice to cancel the applicable Service at least 7 days prior to the Service commencement date. We will deduct an administration fee of \$25 per participant.
- e. In the event that you are required to cancel due to medical reasons prior to the commencement of the relevant Service, you are required to provide an official medical certificate confirming that the participant cannot attend due to health reasons, if we accept the certificate, we may offer a credit note for registration fees for Services within one year of the cancellation (excluding the registration fee).
- f. Without incurring liability, We may at any time, at our sole and absolute discretion, terminate this Agreement upon reasonable prior written notice, as set out in parentheses after each ground for termination:
  - i. if you fail to pay any sum of money due to Us for any reason when due (5 day for termination of the Services);
  - ii. if you materially violate any of the provisions of this Agreement (5 days);
  - iii. if you have entered into this Agreement under false pretences, failed to provide certain relevant information, as determined by Us in our sole and absolute discretion, or provided Us with false, fraudulent, misleading, or incorrect information (no notice required);
  - iv. if you have breached any of your representations and warranties (immediately)
  - v. where any law prohibits Us from furnishing the Services (the lesser of 30 days or as long as compliance with any such Law allows); or
  - vi. if We decide to cease offering the Services (30 days).

- b. You agree and understand that if We terminate this Agreement We shall have no obligations and liability to you whatsoever. Further, we shall not be liable to pay you any refund whatsoever except if we have to terminate pursuant to 5g(v) and 5g(iv).
- c. Where We have given you a notice pursuant to this section, and you are able to remedy the situation which gave rise to Our right of termination before the expiry of the notice period, to the satisfaction of Us, as determined at Our sole and absolute discretion, including payment of any outstanding balance, this Agreement shall not be terminated, but shall continue in full force and effect (without prejudice to Our right to terminate for your subsequent or other breaches of this Agreement).
- d. After this Agreement is terminated, all terms and conditions that by their nature should survive termination of this Agreement shall be deemed to survive such termination.

## **6. Personal Use Only**

All of our Services are for personal use of natural persons only and may not be used in connection with any commercial endeavours.

## **7. Copyright and Trademark and Proprietary Rights**

- a. Copyright in materials and graphical elements on the Services including site design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by Us or a third party from whom We have licensed such intellectual property. The reproduction and redistribution of any written and/or graphical elements on the Services is prohibited except with written permission from Us or the third party from whom We have licensed such intellectual property. Our or third party logos are trademarks or service marks of Us or a third party from whom We have licensed such intellectual property. You may not use them without Our or the third party from whom We have licensed such intellectual property written permission. To make a request for permission and/or further information about how to obtain permission please contact: [martine@campt.ca](mailto:martine@campt.ca).

- b. Some of the information on the Services has been provided by external sources. We are not responsible for the accuracy, reliability or currency of the information provided by external sources. If you wish to rely upon this information you should consult directly with the source of the information.
- c. You acknowledge and agree that the Services and any necessary software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that any content presented to you through the Services is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Us or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any content found and/or accessible through the Services. You also agree that you will not use, copy, imitate, or incorporate any copyrighted materials, trademarks, service marks, company names, or product names in a way that is likely to cause confusion in the public. You also agree not to remove, obscure, or alter Our or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services.

#### **8. Username and Password Your Responsibility**

You are responsible for maintaining the confidentiality of the username and password that you designate during the account registration process or throughout the term of the Agreement, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Us of any unauthorized use of your username or password or any other breach of security; (b) ensure that you properly log out from your Account at the end of each session; (c) ensure that you remove all cached copies and other relevant data from your browser to prevent any unintentional or deliberate access of your Account of any third party; and (d) ensure that you have used and use, on a reasonable basis, appropriate and up-to-date anti-malware/virus software on your computer. We will not be liable for any loss or damage arising from your failure to comply with this Section 8.

#### **9. Prohibited Use**

You will not knowingly download, access, upload, post, transmit, transfer, distribute, or facilitate distribution of any content (including text, images, sound, video, data, information or software) or otherwise use the Services in a way that:

- a. Is illegal to any applicable laws.

- b. is designed to solicit, collect, and/or display personally identifiable information of anyone under 18 years old for whom you do not have any legal authority to do so.
- c. invades anyone's privacy in any way without his/her knowledge and express consent and contrary to Our privacy policy.
- d. harms, disrupts, invades, compromises, and/or damages or intends to harm, disrupt, invade, compromise, and/or damage the Services, any website, any computers and/or any servers or would allow you or others to illegally access software or bypass security on the Services, any computers, any website, or any servers, including but not limited to spamming, viruses, and any malware.

#### **10. Providing of Information**

You are solely responsible for any Information you provide to Us. By providing any Information to us you automatically grant to us the right to use such information, and you represent and warrant that you have the right to grant, to Us, our affiliates, agents, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use such Information.

#### **11. No Warranty and Limitation of Liability and Indemnity**

- a. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU, YOUR CHILD/WARD, OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES. THIS SHALL INCLUDE DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, BODILY INJURY, EMOTIONAL DISTRESS, INABILITY TO USE OR PERFORMANCE OF THE SERVICES, THE CONTENT THEREOF, AND ANY SERVICES OFFERED THEREIN, AND/OR ANY OTHER DAMAGES RESULTING FROM PARTICIPATING IN ANY OF OUR SERVICES WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE AND LIABLE FOR ANY LOSS, DAMAGE, ILLNESS, INJURY, INCONVENIENCE, LOSS OF ENJOYMENT, ANXIETY OR FEAR ARISING FROM: A) YOUR FAILURE TO PROVIDE YOUR CHILD WITH ALL THE REQUISITE DOCUMENTS, B) YOUR CHILD'S/WARD'S FAILURE TO FOLLOW SCHEDULES AND/OR INSTRUCTIONS
- b. IN NO EVENT, SHALL WE EVER BE LIABLE TO YOU FOR ANY AMOUNT THAT IS HIGHER THAN WHAT YOU HAVE PAID TO US FOR THE RELEVANT SERVICE.
  - a. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR

USEFULNESS OF ANY INFORMATION ON OUR SERVICES AND WE AND OUR AFFILIATES, AND AGENTS WILL, AT NO TIME, BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED THROUGH OUR SERVICES. THE SERVICES ARE PROVIDED "AS-IS" AND WE EXPRESSLY DISCLAIM ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE THE SERVICES.

- b. IN ADDITION TO THE PRECEDING PARAGRAPH AND OTHER PROVISIONS OF THIS AGREEMENT, ANY ADVICE THAT MAY BE POSTED THROUGH THE SERVICES IS FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED TO REPLACE OR BE A SUBSTITUTE FOR ANY PROFESSIONAL FINANCIAL, MEDICAL, LEGAL, SECURITY, PRIVATE INVESTIGATION, OR OTHER ADVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT, ACTION BY, OR EFFECT ON ANY PERSON FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE SERVICES.
- c. YOU AGREE TO INDEMNIFY AND HOLD US, OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND PARTNERS AND EMPLOYEES, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE LAWYER FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR AND/OR YOUR CHILD'S/WARD'S USE OF THE SERVICES IN VIOLATION OF THIS AGREEMENT AND/OR ARISING FROM A BREACH OF THIS AGREEMENT AND/OR ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE.

### **12. Release**

YOU HEREBY RELEASES AND FOREVER DISCHARGES US AND OUR MEMBERS, AGENTS, VOLUNTEERS, EMPLOYEES, OFFICERS, DIRECTORS, AND PARTNERS FROM ALL AND ANY ACTIONS, CAUSE OF ACTIONS, CLAIMS AND DEMANDS RESULTING FROM ANY LOSS, INJURY OR DAMAGE TO PERSON OR PROPERTY WHICH HAS ARISEN OR MAY ARISE FROM ANY AND ALL PARTICIPATION OF YOUR CHILD OR WARD AT ANY OF OUR SERVICES (UNLESS SOLELY AS A RESULT OF OUR, OUR MEMBERS, AGENTS, VOLUNTEERS, EMPLOYEES, OFFICERS, DIRECTORS, AND/OR PARTNERS GROSS NEGLIGENCE OR RECKLESSNESS). I UNDERSTAND THAT THERE ARE INHERENT RISKS IN PARTICIPATING IN SOME OF THE ACTIVITIES AND I HEREBY RELEASE THE CAMP ORGANIZERS AND ITS PARTNERS FROM ALL CLAIMS ARISING FROM THE PARTICIPATION IN ANY ACTIVITIES.

### **13. Suspension of Services and Changes to Services**



We reserve the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

#### **14. Disclaimer regarding Information Available and Conduct of Others**

We are not responsible for the conduct, whether online or offline, of any participant of the Services.

#### **15. Privacy Notice**

We respect your privacy. This paragraph summarizes the privacy policy and practices of our Services. We do not automatically gather any specific personal information from you, such as your name, IP number, e-mail address, etc. We would only obtain this type of information if you supply it by sending us an e-mail or register for any of our Services. We employ software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage and to determine the visitor has signed up for any of Our Services. This software receives and records the IP address of the computer that has contacted our Website, the date and time of the visit, where the visitor came from, and the pages visited. We make no attempt to link these addresses with the identity of individuals visiting our Website unless an attempt to damage the Website has been detected. We do not use cookies except as stated herein. We also use cookies when you login to a secure portion of the Website. The purpose for the cookie is for convenience, (i.e., so that you do not have to re-enter your login information every time you proceed to a different page within the secure part of the Website). We will not collect any specific and identifiable personal information from your computer. The cookie will remain active on your computer for the duration of your visit in the secure part of the Website or up to a maximum of 30 minutes (which ever comes first). Once you logout, or the 30 minutes have passed the cookie which has been placed on your computer will expire and be deleted from your computer and We will no longer track your movements on the Website. There may be a few other times when cookies are in use. If cookies are in use at any other time and you have your cookies notification option activated on your browser the system will notify you before any cookies are used so that you may refuse them. Also, please note that for some of the Services we will collect your and your child's/ward's real world contact details, birthday, driver's license number, financial information, etc. For a detail review of our Privacy Policy please go to [www.greatfrenchtutors.ca/privacy-policy/](http://www.greatfrenchtutors.ca/privacy-policy/). It is imperative that you agree to and understand our privacy practices.

#### **16. Severability**

In the event that any part of a provision of the terms and conditions set out in this Agreement is held to be invalid, unenforceable, or void, such provision

shall, by the adjudicating body, be applied to the fullest extent possible and shall be read-down only to the extent absolutely necessary to comply with applicable law. If any provision of the terms and conditions set out in this Agreement is held to be invalid, unenforceable, or void, such provision shall be severed from the Agreement. The fact that part of a provision or an entire provision has been held to be invalid, unenforceable, or void such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **17. Governing Law/Jurisdictional**

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and should be treated as an Ontario contract without reference to the principles of conflicts of law. Any dispute between Us and you or any other person arising from, connected with or relating to the Services, our Website, this Agreement or any related matters must be resolved before the Courts of the Province of Ontario sitting in the City of Toronto, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. Any claim or cause of action you may have arising from, connected with, or relating to your use of the Website, the content thereof, and any Services offered therein, this Agreement, or any related matters must be commenced in a court of competent jurisdiction in the Province of Ontario in the City of Toronto within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred.

#### **18. Entire Agreement**

This Agreement and any policies, rules, and code of conducts found here [www.greatfrenchtutors.ca/privacy-policy/](http://www.greatfrenchtutors.ca/privacy-policy/) including any changes made to any of these documents constitutes the entire agreement between you and Us relating to your use of the Website, the content thereof and any Services offered therein, and supersedes all previous agreements, written, oral or otherwise, between you and Us with respect to your use of the Website, the content thereof and any Services offered therein.

#### **19. Amendment**

You understand and agree that this Agreement may be amended by Us from time to time by posting a notice at [www.greatfrenchtutors.ca/privacy-policy/](http://www.greatfrenchtutors.ca/privacy-policy/).

#### **20. Assignment**

The provisions of this Agreement shall enure to the benefit of and be binding upon each of Us and Our successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written

consent of Us which may be withheld in Our sole and absolute discretion. We may assign this Agreement and Our rights and obligations under this Agreement without your consent.

## **21. Waiver**

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

## **22. Cumulative**

The rights and remedies of Us under this Agreement are cumulative and no exercise or enforcement by Us of any right or remedy hereunder shall preclude the exercise or enforcement by Us of any other right or remedy hereunder or to which We are otherwise entitled by law to enforce.

## **23. Force Majeure**

Non-performance by Us of obligations will be excused to the extent that performance is rendered impossible by events of *force majeure* including strike, lock-out, pandemic, fire, flood, systemic failure of the Internet, fibre/cable cuts, earthquake, governmental acts, orders or restrictions, pandemics, war, civil unrest, or any other reason where failure to perform is beyond the reasonable control of Us provided that We make commercially reasonable efforts to circumvent such events of *force majeure*.

## **24. Notices**

- a. Any notice, request, demand, consent or other communication provided or permitted under this Agreement shall be in writing and shall be deemed to be sufficiently given if it is a notice to all our customers who are using the Services and/or Website by posting the notice at [www.greatfrenchtutors.ca/privacy-policy/](http://www.greatfrenchtutors.ca/privacy-policy/) or if it is a notice to you alone by sending an email to the email address you have provided to Us when you initially signed up for an Account with us or, if you have changed that email address throughout the term, the email address which is listed in your Account (the "Designated Email Address"). Any notice so given shall be deemed to have been received on the date on which it was sent by email. You agree and understand that it is your sole responsibility to ensure that your Designated Email Address is, at all times, functional and accurate. If We can show that a notice was sent to your Designated Email Address, We shall not be liable to you or any third party for damages arising from failure to receive notices from Us.
- b. Notices to Us shall be sent by email to [tutors@gftutors.ca](mailto:tutors@gftutors.ca).

**25. Language**

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

**26. Consents**

The parties to this Agreement agree that any and all consents to this Agreement may be given online by either party and such consent shall constitute and be deemed to be of the same force and effect as if such consent were given on paper through the signatures of both parties.