

# Terms and Conditions

[Last update – March 12, 2013]

Thank you for visiting the website of Aprende Canada operated by Leonardo Faundez. Please read the Terms and Conditions carefully before using this website.

## 1. Terms and Conditions of Use of Site

Aprende Canada provides this website (the "Site") to you solely for informational purposes subject to your agreement to and compliance with the terms and conditions of use set forth below (the "Terms and Conditions"). By visiting or otherwise using this Site, including without limitation, accessing, using, and/or downloading messages, information, data, text, software or images, or other content from this Site (collectively the "Content"), or sending messages, information, data, text, software or images, or other Content to the Site, you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by the Terms and Conditions for each use of and each visit to this Site. If you do not agree to abide by these Terms and Conditions, please do not use this Site. Aprende Canada has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Terms and Conditions, in whole or in part, at any time. Please check the Terms and Conditions frequently for updates by checking the date of the "Last Update" at

## 2. Website Privacy Policy

This Privacy Policy applies only to the personal information of individuals using the Aprende Site. Please note that the governments, courts or law enforcement or regulatory agencies of the United States may be able to obtain disclosure of your personal information stored in that country.

Aprende Canada is committed to respecting the personal privacy of individuals using this Site. Aprende Canada does not trade, rent or sell your personal information to any third party.

Aprende Canada only collects personal information if you choose to supply it through this Site or by contacting us via email. When Aprende Canada collects your personal information on its website, e.g., through general or specific inquiries or to register for events such as continuing education, Aprende Canada may collect your first and last name, email address and subject of your inquiry, for the purpose of responding to your specific request for information or your registration for courses. Financial information (credit card number) is collected for billing purposes but such information is used by Paypal to process your payment and is not stored or retained by Aprende Canada.

Aprende Canada also will add your contact information to a central database/distribution list for purpose of providing you with notification of upcoming events. You may opt-out of receiving such communications from Aprende Canada at any time by sending a request to [info@aprendecanada.com](mailto:info@aprendecanada.com)

Aprende Canada also collects personal information on this Site for specific and identified purposes, e.g., individuals who contact Aprende Canada to register for events will be asked for specific information. Information that is collected in this manner will be used for the purposes identified to you at the time of collection.

Access to the Aprende Canada contact database will be limited to those Aprende Canada staff that require access to the personal information for the purposes identified and to fulfill their employment responsibilities. This information is hosted by GoDaddy.com a company based in Scottsdale, Arizona with US-based servers and in other countries. The information will be retained only so long as is necessary to fulfill the purposes for which it was collected and will be kept confidential and secure. If you opt-out of receiving communications from Aprende Canada your personal information will be deleted from the contact database.

Aprende Canada may disclose specific personal information to third party service providers under contract only:

1. To the extent required for the identified purposes, as described to you at the time of collection;
2. To other third parties, such as sponsors and website content partners, but only where and to the extent you give Aprende Canada your permission to do so; and
3. Pursuant to a legal proceeding or when otherwise permitted or required by law.

In addition to information provided by visitors to its website, Aprende Canada uses Internet tracking tools associated with standard Internet protocols and web-based systems. This system information is typically stored in log files and the information is used for aggregate reporting. Aggregate reporting includes total number of visitors, most visited sections, peak traffic times, etc. Log files are simply transaction records web servers maintain. Those logs are used for recording information, such as:

- Service provider IP addresses;
- Browser versions;
- Referring websites;
- Search terms used;
- Average number of pages requested;
- Average duration of visit;
- Total visitor traffic.

Aprende Canada uses aggregate information gathered from visits to improve the design of its website. This information supplies a broad picture of how people use the website to help the management of Aprende Canada systems and to better serve its audience.

Aprende Canada is committed to data security. To prevent unauthorized access, to maintain the accuracy of personal information and ensure that personal information is used and disclosed only pursuant to this policy, Aprende Canada takes reasonable steps to maintain physical, electronic, contractual and administrative safeguards to secure personal information collected from its website with a level of security that is appropriate to the sensitivity of the personal information collected.

Certain affiliated sites hosted by Aprende Canada, such as Paypal, collect sensitive personal information, such as credit card information, for the purposes described on those sites. The manner in which such information is managed and secured is specifically described on those sites.

For all inquires about your personal information subject to this Website Privacy Policy, including requests to access or correct personal information, please send a written request to:

Leonardo Faundez, Privacy Officer  
Aprende Canada  
308-18 Parkview Avenue, Toronto, ON, M2N 7H7, Canada  
Email: [info@aprendecanada.com](mailto:info@aprendecanada.com)

### **3. Proprietary Rights**

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### **4. Restrictions on Site Use**

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In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of this Site, and that you will comply with all laws that apply or may apply to your use of or activities on this Site or in respect of the Content. Aprende Canada will investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. Aprende Canada reserves the right at all times to disclose any information regarding your usage of the Site as necessary to satisfy any law, regulation or governmental request.

### **5. Links to Third Party Websites**

Certain links on this Site may take you to other websites. Aprende Canada provides these links only as a convenience. Aprende Canada is not responsible for the content of any such linked pages. Aprende Canada makes no representation or warranty regarding, and does not endorse, any linked websites, the information appearing thereon or any of the products or services described. If you follow these links, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. The terms of use and privacy policies applicable to such websites may be different than those applicable to this website. Aprende Canada may terminate a link at any time.

### **6. Disclaimers**

This Site is provided on an "as-is, as available" basis. While Aprende Canada believes the information on this Site to be correct, Aprende Canada makes no representations or warranties regarding the accuracy, completeness or currency of any information displayed on this Site.

This Site is designed for educational purposes only. Aprende Canada is not engaged in rendering medical advice or professional services, and should not be relied upon as such. The information provided on this Site is not intended as a substitute for medical professional help or advice, but is to be used only as an aid in understanding current medical knowledge. A physician should always be consulted for any health problem

or question, or medical condition. Use of or reliance on the information displayed on this Site is at your own risk.

To the maximum extent permitted by law, Aprende Canada disclaims all representations, warranties and conditions, express or implied, including but not limited to implied warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose, title, non-infringement of proprietary rights, and implied warranties and conditions arising from the course of dealing, usage, trade or performance.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APRENDE AND ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND LICENSORS (COLLECTIVELY THE "APRENDE PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, INTERRUPTION OF ACTIVITIES, OR ANY OTHER PECUNIARY OR ECONOMIC LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SITE, EVEN IF ANY OF THE APRENDE CANADA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE APRENDE CANADA PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO ACCESS THIS SITE, IF ANY. IN NO EVENT SHALL ANY APRENDE CANADA PARTY BE LIABLE FOR DAMAGES OR LOSSES OF ANY KIND ARISING FROM THE USE OF ANY HYPER-LINKED WEBSITE.

## **8. General**

These Terms and conditions shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada applicable therein, and any dispute arising hereunder shall be resolved exclusively by the courts in the province of Ontario.