



## CHINOOK'S EDGE SCHOOL DIVISION NO. 73

### TERMS OF USE – CHINOOK'S EDGE QUICKPAY (THE "WEBSITE")

The Chinook's Edge School Division ("CESD") will allow you to access and to use the Website on the condition that you accept the terms and conditions set out below (the "Terms of Use").

IMPORTANT: READ BEFORE ACCESSING OR USING THE PAYMENT SERVICES.

BY SELECTING THE "I ACCEPT" BUTTON, OR BY ACCESSING OR USING THE PAYMENT SERVICES, YOU AGREE THAT YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU SELECT "I DO NOT ACCEPT," ACTIVATION OF THE PAYMENT SERVICES WILL NOT BE PROVIDED.

CESD reserves the right to modify or amend the Terms of Use without notice at any time. As such, it is important that the Terms of Use be read on a regular basis so that you are aware of any such changes. You can review the most current Terms of Use at any time on the Website.

#### 1. Term

This Agreement shall be effective upon your agreeing to be bound by the terms of this Agreement and shall continue in effect unless terminated in accordance with the provisions set out herein.

#### 2. Proprietary Rights

All works, content and materials on this Website, including without limitation, all text, information, designs, graphics, images, drawings, photographs, code and software (the "Materials") and all organization and presentation of the Materials, which form a part of this Website, are the exclusive property of CESD or its licensors and are protected by intellectual property laws relating to copyrights, trade-marks, trade names, Internet domain names, trade dress and other proprietary rights. Nothing on this Website shall be construed as providing, by implication, estoppel or otherwise any license to any proprietary or intellectual property rights in or to any of the Materials to you or any other party, except as expressly granted in these Terms of Use.

#### 3. Trademarks and Copyright

All Materials and other information found on this Website is protected under the applicable copyright and trademark laws of Canada and of other applicable jurisdictions. Any unauthorized use of this information including re-publication, downloading, copying or modification of material on the Website, including trademarks, trade names and design marks, may violate applicable legislation and may result in legal action.

The trademarks, trade names or design marks displayed on the Website belong to CESD or its licensors and may not be used for any purpose whatsoever without written permission from CESD. For greater clarity, the display of any trademark, trade name or design mark on the Website does not imply that a license of any kind has been granted to any other party.

#### **4. Service Provided**

This Website allows parents of children enrolled with CESD to pay fees applicable to such child's enrollment through credit card or debit transactions (the "Payment Services").

#### **5. Permitted Uses**

CESD agrees to provide access to the Website to you solely in accordance with the Terms of Use. In consideration therefore, you shall:

- a) not copy, reproduce, republish, upload, post, transmit, or distribute the Materials from the Website in any way whatsoever except that you have the right to download one copy of the Materials on any single computer, for your personal, non-commercial use only, provided you keep intact all copyright, trade-mark and proprietary notices;
- b) use the Materials solely for lawful purposes;
- c) not create derivative works from or exploit the Materials in any way;
- d) only use this Website if you are legally able to make binding contracts under applicable law; and
- e) acknowledge that the unauthorized use of the Materials could cause irreparable harm to CESD and that in the event of an unauthorized use, CESD shall be entitled to an injunction, in addition to any other remedies available at law or in equity, to prevent such irreparable.

#### **6. Accounts**

In order to access some features of this Website, you will have to create a user account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify CESD immediately of any breach of security or unauthorized use of your account. Although CESD will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses to CESD or others due to any such unauthorized use.

#### **7. Internet Communications**

The Internet is not a fully-secure medium and is subject to possible interception, loss, corruption, or alteration of communication. CESD is not liable for any damages resulting from the transmission, interception or corruption of communications to or from the Website. Should you provide information to CESD, you hereby agree that CESD shall have no obligation with respect to such information except as set forth herein. Any information provided by you to CESD shall be non-proprietary and deemed to be non-confidential and must be truthful, legal and not violate the rights of third parties

#### **8. Privacy and Protection of Personal Information**

CESD respects the privacy and confidentiality of your personal information. CESD does not collect your personal information except where you provide such information in the course of using the Website. By submitting personal information to CESD, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified herein. The general policies of CESD with respect to the collection, use and disclosure of personal information are reflected in CESD's Privacy Statement, found [here](#) and any questions in that regard may be directed to CESD's privacy officer (as identified in the Privacy Statement). Should CESD change its Privacy Statement, the revised statement will be posted prominently on the Website, or it will be otherwise brought to your attention.

Specifically, you authorize CESD, and its independent third party financial transaction service provider (the "Provider"), to collect, use and disclose any information provided by you on or through this Website, to provide the Payment Services to you. In addition, the Provider may collect, use or disclose your information as further specified on its website, and you are at liberty to not accept such terms, in which event you will not receive the Payment Services. You acknowledge that collection, use and disclosure of such information by CESD and the Provider is necessary for CESD's provision of online Payment Services associated with a student's enrolment with CESD.

## **9. Liability Disclaimer**

CESD DOES NOT GUARANTEE THE CURRENCY, ACCURACY OR RELIABILITY OF ANY OF THE INFORMATION OR HYPERLINKS CONTAINED ON THIS WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE UPON ANY OF THE INFORMATION ON THIS WEBSITE, INCLUDING THE MATERIALS, SHALL BE AT YOUR OWN RISK AND EXPENSE. CESD DOES NOT GUARANTEE THAT ACCESS TO THIS WEBSITE WILL BE UNINTERRUPTED, ACCURATE, OR ERROR-FREE OR THAT THE WEBSITE OR ITS SERVER WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND CESD ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF OR BROWSING ON THE WEBSITE OR YOUR DOWNLOADING OF ANY OF THE MATERIALS FROM THE WEBSITE.

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## **10. Limitation of Liability**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE INCLUDING ANY OF THE INFORMATION OR HYPERLINKS CONTAINED ON THIS WEBSITE. IN NO EVENT WILL CESD, ITS PARTNERS, CONTRACTORS, LICENSORS, AGENTS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, AGGRAVATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING NEGLIGENCE, OR BASED ON A WARRANTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE.

## **11. Indemnity**

You agree to indemnify, defend and hold harmless CESD and each of its trustees, officers, directors, employees, agents, representatives, successors and assigns from and against any claims, actions or demands, including without limitation, legal and accounting fees arising from:

- a) any material, information or other content you provide on or through the Website; or
- b) your use or misuse of the Website or any Material found thereon, including without limitation any claims of infringement.

## **12. Typographical Errors**

In the event the cost of a fee is listed incorrectly or with incorrect information due to a typographical error or error in pricing, CESD shall have the right to refuse or cancel any orders placed at the incorrect price whether or not the order has been confirmed and charged to your credit card or by a debit transaction. If your credit card has already been charged, or a debit transaction has already been completed, and the order is cancelled, CESD will immediately issue a credit in the amount of the charge.

## **13. Refund Policy**

Unless expressly stated herein, no refunds will be available through QuickPay after a payment has been submitted. If a payment has been erroneously made to a school, you must notify that school to arrange a refund. Any disputes of payments must be directed to the school that you paid.

#### **14. Credit Card Authorizations**

An authorization on a credit card is a hold against your bank's credit card spending limit. When a fee payment is complete, a charge for the total amount of the applicable fee will be sent to your credit card bank. Your bank should release the authorization when the charge is received. A charge is the only time a transfer of funds is complete; an authorization is not a transfer of funds.

#### **15. Changes to Terms and Conditions**

CESD reserves the right to modify, add to, delete from, alter or update the Terms of Use (each a "Change") without notice at any time. Any Changes will be posted to the Website and it is your responsibility to ensure that you are aware of any such Change from time to time. Changes will become effective 24 hours after they are first posted and you will be deemed to have accepted any Changes if you continue to use the Website after that time.

#### **16. Third-Party Sites**

Links on this Website to third-party websites, including the Provider's website, are provided solely as a convenience to you. If you use these links, you will leave this Website. CESD has not reviewed all of these third-party sites and does not control and is not responsible for any of these sites or their content. CESD does not endorse or make any representations about them, or any information, software or other products or materials found thereon, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this Website, you do this entirely at your own risk.

#### **17. Severability**

The Terms of Use operate to the fullest extent permissible by law. If any provision of the Terms of Use is unlawful or unenforceable, that provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions.

#### **18. Governing Law**

The Terms of Use shall be deemed to have been made and performed exclusively in Alberta and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to the Terms of Use and you agree not to bring any action, suit or proceeding against CESD, its trustees, officers, directors, employees, agents, representatives, successors and assigns in any jurisdiction other than Alberta.

#### **19. General**

The Terms of Use and CESD's Privacy Statement, together, constitute the entire agreement between you and CESD with respect to the use of the Website. CESD's failure to insist upon or enforce strict performance of any provision of the Terms of Service shall not be construed as a waiver of any provision or right of CESD. You will not commence any class action or similar proceedings on behalf of or as representative of any third party against CESD.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED