



## **MINDFUEL COLLABORATION PLATFORM – TERMS AND CONDITIONS**

Welcome to the MindFuel Collaboration Platform (the "**Platform**")!

This Platform is owned and operated by Science Alberta Foundation, operating as MindFuel ("**MindFuel**," "**we**," "**us**," or "**our**"). These Terms and Conditions ("**Terms**") apply to your use of the Platform.

**PLEASE READ THESE TERMS CAREFULLY.**

**You will need to agree to all of these Terms to use this Platform. By using the Platform, you are agreeing to these Terms. If you do not agree with any of the Terms, you must stop using the Platform. If you are under 13 years old, you need your parent or guardian's permission to use the Platform.**

If you are a parent or guardian and agree to your child's use of the Platform, you are agreeing that these Terms apply to you. Your child cannot use the Platform without your permission or supervision.

### **1. ABOUT US AND THE PLATFORM**

MindFuel is a registered charity committed to supporting students and teachers with STEM innovation, design thinking, entrepreneurialism, computational thinking, nanotechnology, robotics, synthetic biology, energy, and more.

We created the Platform to give students a place to work together on projects, connect with each other, and get guidance and feedback from teachers, mentors, and STEM experts. As a student, the Platform will give you access to use MindFuel's project resources and a place where you can get information and register for our free-to-enter MindFuel workshops and events. Through your use of the Platform, we hope that you will develop your innovation mindset and increase your STEM skills and knowledge.

The Platform is also open to teachers, mentors, STEM subject matter experts and academia. Through the Platform, you will have access to STEM resources and materials and have opportunities to support youth growth and give insights regarding project development, innovation and STEM skills.

### **2. CHANGES TO THESE TERMS**

These Terms can change at any time. Changes will be effective when we post a new or updated version of these Terms on our website at [mindfuel.ca/challenge](http://mindfuel.ca/challenge). If you continue to use the Platform after the changes, you agree that those changes apply to your use of the Platform. We encourage that you visit our website from time to time so that you are aware of any changes to these Terms.

### **3. CANADIAN-RESIDENTS ONLY**

The Platform is meant to be used by Canadian-residents only. If you are using the Platform outside of Canada, you are doing so at your own risk. You are responsible for meeting all applicable laws when using the Platform.



#### **4. PRIVACY AND PUBLICITY RIGHTS**

We take your privacy seriously. We have a Privacy Policy that explains our privacy policies and practices. This includes information about how we collect, use or disclose your personal information. Please see our Privacy Policy located at [mindfuel.ca/challenge](http://mindfuel.ca/challenge).

You agree, by stating “Yes” to the “I Agree” statement in the Account set up, to give us permission and license to use your project work or materials (described further below) for marketing and promoting the Platform. You will not be paid, but you can opt-out at any time by contacting us at [challenge@mindfuel.ca](mailto:challenge@mindfuel.ca):

Director, Programs

MindFuel (Science Alberta Foundation

260, 3512 – 33 St NW

Calgary, Alberta T2L 2A6

If you are under 13 years old, we will anonymize or de-identify your personal information before using your information for marketing and promotion.

#### **5. USER ACCOUNTS**

To use the Platform, you will need to make an account. To make an account, you must create a username, password and provide us your email address. You will also need to give us complete and accurate information that we ask of you in the registration process. Your registration must be approved by us. We may refuse your registration or require you to change your username at any time for any reason (for example, if you give us inaccurate information or your username is misleading or has inappropriate language).

You are responsible for your username and password. You are responsible for any use of the Platform that happens through your account. Do not share your account information with anyone else. You must notify us right away if there is any unauthorized use, theft or misappropriation of your account. We may try to help you recover a lost or stolen account, but we will not be responsible for any loss relating to your account.

#### **6. LIMITED LICENSE**

The Platform is licensed to you. This means that the Platform is not sold to you. You do not own anything in or about the Platform, unless these Terms (or other terms that you might enter into with us) say you do. MindFuel and its licensors own the Platform and keep all legal rights to the Platform.

We give you a limited license to use the Platform only for the purposes that we allow under these Terms. This includes:

*If you are a student*

- to work together with other students on projects and share projects
- communicate and connect with other students through direct messaging, forums and group chats
- to connect and get guidance from teachers, mentors and others through direct messaging, forums and group chats



- to access and use project resources developed or recommended by us
- to get information and register for MindFuel challenges, programs, workshops and events

*If you are a teacher*

- to get STEM resources and materials
- to communicate and collaborate with other teachers
- to communicate with and support your students
- to get information and register for MindFuel challenges, programs, workshops and events

*If you are a mentor, subject matter expert or academia*

- to communicate with and support students with their projects, STEM skills and related activities.
- to share STEM knowledge, insights and tips.
- to collaborate with other mentors, subject matter experts or academia to build a STEM support system for students and employment opportunities.
- to get information and register for MindFuel challenges, programs, workshops and events

This license is:

- Revocable, meaning we can take it back at any time
- Personal, meaning you cannot use the Platform for your own commercial or business-related purposes unless we specifically allow it
- Non-exclusive, meaning that this license can be given to others as well
- Non-transferrable, meaning you cannot give this license to anyone else

## **7. ACCEPTABLE USE**

You are responsible for the communications that you make through the Platform. You must:

- be responsible for your conduct and any activity, information, messaging, video clips or content that you add or upload to the Platform that occurs under your account
- be responsible for keeping your account login password secure
- not create or send unwanted direct messages or comments to any Platform members
- not send, post or communicate anything that is abusive, inappropriate, harassing, bullying, obscene, profane, defamatory, sexually explicit, threatening, spamming, misleading, hateful or racist
- not violate any legal rights of others, including legal rights over confidential information, intellectual property and privacy
- not remove or change any copyright, trademark, brand elements or other proprietary notices



- not change, copy, tamper with, make derivative works or exploit the Platform except as these Terms allow
- not scrape, index, survey, or data mine the Platform or interfere with the Platform's functioning in any way
- follow all community moderation guidelines and applicable law

We may, without notice, suspend your access to the Platform if we believe that you, or someone else using your account, is doing any of the above activities (or any activity that we believe is inconsistent with these Terms). We may, but do not have an obligation to, moderate your use of the Platform, such as your direct messages, forum posts and other communications.

## **8. MINDFUEL RESOURCES AND YOUR MATERIALS**

We might make resources, software, applications, or other materials available to you through the Platform ("**MindFuel Resources**"). We own the MindFuel Resources. You can use the MindFuel Resources only for the purposes set out in these Terms. You are not allowed to sell, share or distribute the MindFuel Resources to others.

When you load or create materials, including your project work or resources, through the Platform ("**your materials**"), you give us permission and a license to use your project work or materials in relation to the Platform. This includes:

- giving you with feedback and suggestions
- using your materials for our internal business needs (such as enhancing the Platform)
- MindFuel marketing and reporting

Our license to your materials will not expire and you will not be paid for our use of your materials.

Your materials must meet applicable laws. This means that you represent that you own all legal rights to your materials. You also represent that you are not violating any laws or the legal rights of others by loading or creating your materials through the Platform. Although we will not be responsible for your materials, we may edit or remove your materials from the Platform at any time for any reason (for example, if we determine that your materials violate our Acceptable Use requirements, community moderation guidelines or applicable law).

We may allow you to incorporate or integrate MindFuel Resources into your materials through the Platform to create new or derivative works. These works will be considered your materials, unless we reasonably determine that such works are substantially unchanged from our MindFuel Resources. In that case, those works will be considered MindFuel Resources and we will own them.

Your materials will be stored on the Platform for a minimum of 3 years or such time as we need to follow applicable law. After that time, your material will be deleted. You are responsible for ensuring that you back up your materials. We are not responsible for any loss of your materials.

## **9. NO WARRANTY**

Use of this Platform is provided to you for free.

THE PLATFORM IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. For example, we do not represent or warrant that the Platform will meet your requirements, be uninterrupted, error free or free of any defects or malicious code or viruses.



## **10. LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES.

WE WILL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER SIMILAR LOSS ARISING OUT OF THESE TERMS OR YOUR USE OF THE PLATFORM.

IN EVERY EVENT, OUR TOTAL MAXIMUM AGGREGATE LIABILITY ARISING FROM THESE TERMS OR YOUR USE OF THE PLATFORM WILL BE LIMITED TO \$50 CANADIAN DOLLARS.

THE PLATFORM IS PROVIDED TO YOU FOR FREE. THE CONSIDERATION BEING MADE UNDER THESE TERMS DOES NOT INCLUDE ANY CONSIDERATION FOR US TO ASSUME ANY RISKS BEYOND THOSE WE ASSUME UNDER THESE TERMS. IF ANY SUCH RISKS WERE TO BE ASSUMED BY US, WE WOULD NOT HAVE ENTERED INTO THESE TERMS WITHOUT CHARGING ADDITIONAL FEES.

## **11. INDEMNITY**

You agree to indemnify, defend and hold us harmless against all liability and claims against us arising out of your breach of these Terms or your use of the Platform.

## **12. FEEDBACK**

You can give us comments, suggestions and feedback (collectively, "**your feedback**") to us through email or through the Platform. You agree that we have no obligation regarding your feedback. Your feedback is non-confidential and we may use your feedback in any way for any purpose. You represent that your feedback is truthful and that giving us your feedback does not violate the legal rights of others or applicable law.

## **13. TERM AND TERMINATION**

Access to the Platform may not be available from time to time. We might change, replace, suspend or terminate the Platform (in part or in whole and temporarily or permanently) at any time for any reason, without notice or responsibility to you.

We may suspend or terminate any of the licenses given to you under these Terms at any time, for any reason and without notifying you. These Terms and the licenses granted to you will automatically end if you fail to perform or comply with these Terms. In that case, you must immediately stop using the Platform.

## **14. APPLICABLE LAW**

You agree that your use of the Platform are governed by the laws of Alberta (without reference to conflicts of laws principles). Any claims or disputes arising from these Terms will be submitted to the jurisdiction and courts of Alberta.

## **15. GENERAL**

- (a) These Terms set out the entire agreement between MindFuel and you relating to your use of the Platform.



- (b) Our failure to insist upon or enforce strict performance of any of these Terms will not be considered as a waiver of any right under these Terms.
- (c) These Terms are not assignable, transferable or sub-licensable by you. We may transfer, assign, or delegate these Terms and our rights and obligations without your consent.
- (d) Your obligations under these Terms will survive the termination of these Terms, or of any license granted under these Terms.
- (e) If any part these Terms is unenforceable, a court will put into place a replacement that as nearly as possible reflects the terms of the unenforceable part.

Updated: February 2, 2021