



Terms of Use

Acceptance of Terms of Use and Creative Commons License

English Online Inc.

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English Online Inc. (“**EO**”) owns and operates this Website, located at english-online.ca (the “**Website**”). EO offers flexible and accessible online services that enable newcomers to succeed and reach their full potential. EO’s free programs for eligible newcomers to Manitoba have grown beyond English language instruction to include settlement and workplace integration support (collectively, the “**Services**”).

EO acknowledges the importance of creating an inclusive environment where its users (i.e., staff, partners, learners, officers, directors, members) feel valued, respected, and empowered to contribute their unique perspectives, regardless of background, identity or beliefs.

This Terms of Use Agreement (this “**Agreement**”) provides for and governs the terms and conditions under which all users may access and use the Website and governs everyone’s use of EO Services.

As some of EO Services may be software that is downloaded to a personal computer, tablet, phone or other device, all users agree that EO may automatically update this software, and that this Agreement will apply to such updates. By clicking “I accept” (or for those who have not yet created an account, by using our Services), all users agree to be bound by this Agreement, including any policies referenced in this Agreement.

Please read this Agreement carefully and contact us at info@english-online.ca for any questions, requests for information or complaints.

IT IS IMPORTANT THAT ALL USERS READ ALL OF THE TERMS AND CONDITIONS CAREFULLY.

This Agreement applies to all users of the Website, including users who contribute content to the Website. By accessing, reading and using the Website all users indicating their acceptance to be bound, on their own behalf, and on behalf of any corporation or entity they may be representing, by the terms and conditions of this Agreement. If a user does not accept these terms and conditions, they must not access, read, or use the Website.

IF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE DISSATISFACTORY, OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES OF THE ENGLISH ONLINE WEBSITE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT.

EO may add to, remove, revise, modify, or otherwise change any part of this Agreement at any time. Such changes will be effective when they are posted on the Website. Use of the Website after such changes are posted will signify all users' agreement to these revised terms. All users should visit this page periodically to review this Agreement. If any such change is not acceptable to any user, their sole and exclusive remedy is that they must not continue to access, read or use the Website.

Plain language: The Terms and Conditions are being summarized in plain language throughout. However, the legal terms and conditions prevail and shall govern.

All users are subject to the obligations, rights and limitations in their use of this website. They may be amended from time to time.

Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BY ACCESSING AND USING THE WEBSITE, ALL USERS ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE AND THE CONTENT IS ENTIRELY AT THEIR OWN RISK.

EO MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES REGARDING THE WEBSITE AND THE CONTENT OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY IS GIVEN, THAT:

- THE WEBSITE AND/OR THE CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, SUITABLE OR TIMELY;
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- THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE;
- DEFECTS OR ERRORS IN THE WEBSITE WILL BE CORRECTED;
- THE WEBSITE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; AND,
- COMMUNICATIONS TO OR FROM THE WEBSITE WILL BE SECURE OR NOT INTERCEPTED.

ENGLISH ONLINE MAKES NO PROMISE THAT THE CONTENT ON THIS WEBSITE IS ACCURATE OR COMPLETE OR THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE.

Third-party Websites

The Website contains links to third-party websites. These links are provided solely as a convenience to all users and not as an endorsement by EO of the contents of such third-party websites. If a user decides to visit any linked websites, they do so at their own risk. EO is not responsible for the content of any third-party website. EO does not make any representation or give any warranty of any kind regarding any third-party website including, without limitation:

- any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any content on any third-party website;
- any representation that EO sponsors, endorses, or is affiliated or associated with the entity that owns or is responsible for such third-party website.
- any representation or warranty regarding the merchantability or fitness for a particular use or purpose of any material, content, software, goods or services located at or made available through such third-party websites; or,
- any representation or warranty that the operation of the third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected or that such third-party websites will be free from viruses or other harmful components.

While EO encourages links to the Website, it does not wish to be linked to or from any third-party website which:

- contains, posts or transmits any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, provincial, national or international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of EO or which contains, posts or transmits any material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or,
- contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

EO reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. All users agree to remove any link they may have to the Website upon the request of EO.

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Security

Please note that information sent or received over the Internet is generally unsecure and EO cannot and does not make any representation or give any warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information.

INTERNET AND WEBSITE USAGE IS NOT SECURE.

General

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IN NO EVENT SHALL EO, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEEDING ONE THOUSAND CANADIAN DOLLARS (C\$1000.00) EVEN IF EO HAS BEEN ADVISED OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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ALL USERS HEREBY RELEASE EO AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, FROM ANY DAMAGES THAT ALL USERS INCUR, AND AGREE NOT TO ASSERT ANY CLAIM AGAINST THEM, ARISING FROM THEIR USE OF ANY INFORMATION, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE WEBSITE OR BY A THIRD PARTY THROUGH THE WEBSITE.

ALL USERS HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS EO, ITS AFFILIATES, ITS GOVERNING BOARD, OFFICERS, DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, PARTNERS, FUNDERS AND SUPPLIERS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, FROM ANY LIABILITIES, LOSSES, CLAIMS, DEMANDS, AND EXPENSES (INCLUDING REASONABLE LAWYER'S FEES) RELATED TO YOUR:

- USE OF THE WEBSITE; OR,
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All Software embedded or integrated into the Website is provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, any warranty, that:

- the Software is of merchantable quality or is fit for any particular use or purpose;
- the Software will conform with any specification(s) relating to the Software;
- the Software will be free from defects;

- the Software contains no computer viruses or other contaminants; or,
- the Software shall process date-related and time-related data without causing any processing interruptions, abnormal termination or process or manipulate any time-related data.

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Registration

To use certain features of the Website, all users may be asked to register with the Website. All users agree:

- to provide true, accurate, current and complete information about themselves as prompted by any registration form;
- to maintain and promptly update the information each user provides to keep it true, accurate, current and complete. If EO has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EO has the right to suspend or terminate any user access to and use of the Website (or any portion thereof); and, EO's use of any personally identifying information each user provides as part of the registration process is governed by the terms of EO's Privacy Policy;
- each user is solely responsible for the activity that occurs on their user account and must keep their account password and registration credentials secure. Each user must notify EO immediately of any breach of security or unauthorized use of their user account. Although EO will not be liable for losses caused by any unauthorized use of the user account, the user may be liable for the losses of EO or others due to such unauthorized use.

REFER TO THE ENGLISH ONLINE PRIVACY POLICY SHOULD AN ELIGIBLE USER DECIDE TO REGISTER AS A USER OF THE WEBSITE.

Termination

EO may at any time, without notice, in its sole discretion and without cause, terminate user's right to access or use the Website, (or any portion thereof). EO may also terminate user's right to access and use the Website, or any part of the Website, if a user breaches any term or condition of this Agreement.

ENGLISH ONLINE MAY TERMINATE ANY USE OF THE WEBSITE AT ANY TIME IN ITS SOLE DISCRETION.

Trademarks

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ENGLISH ONLINE RETAINS ALL TRADEMARK RIGHTS IN ITS NAME, LOGO, AND ICONS.

No Advice

The information contained on the Website is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to any user, and all users should not rely upon the information to provide any such advice.

ALL USERS MAY NOT RELY ON THE CONTENT POSTED TO THIS WEBSITE FOR LEGAL, ACCOUNTING OR OTHER ADVICE.

Submissions

The Website provides features that allow all users to post messages and content, to interact with EO and other users using a “chat function”, upload files, and submit homework, documents or other materials (collectively, “**Submissions**”). When using any of the features of the Website which allow to post, upload, chat or make Submissions, it is a condition of each user use of the Website that each user observe the rules of acceptable use and that they do not:

- restrict or inhibit any other user from using and enjoying the Website, interfere or attempt to interfere with the proper workings of the site or do anything which in the sole discretion of EO imposes an unreasonable or disproportionately large load on the EO website infrastructure;
- post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any Submission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, provincial, national or international law or regulation;

- post or transmit any Submission, including, without limitation, articles, images, stories, software or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark or other proprietary rights, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder;
- post or transmit any Submission that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons;
- post or submit any Submission which solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- post or transmit any Submission which contains a virus or other harmful component, or provides or creates computer viruses;
- post or transmit junk mail, chain letters, unsolicited mass mailing or spam; or,
- use the Website for commercial purposes, including, without limitation, posting, uploading or transmitting any Submissions which contain advertising or which engage in commercial activities and/or sales, or which involve contests, sweepstakes, barter, advertising, and/or pyramid schemes.

EO may remove or edit inappropriate content or Submissions identified by or reported to it . EO may separately suspend, disable, or terminate a user's access to all or part of the Services.

1. All users are prohibited from using our Services to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities.
- Contains credible threats or organizes acts of real-world violence. EO does not allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harasses others. EO encourages commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. EO prohibits sharing contents that no user has the right to share, claim content that any user did not create as their own,

or otherwise infringe or misappropriate someone else's intellectual property or other rights. EO asks that any materials used or quoted by all users are always attributed to the original copyright owner.

- Spams others. All users are advised not to share irrelevant or inappropriate advertising, promotional, or solicitation content.

2. All users also are not allowed to:

- Do anything that violates local, provincial, national, or international law or breaches any of users' contractual obligations or fiduciary duties.
- Share user password, let anyone besides the user access their account, or do anything that might put the user account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of EO systems or networks.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming or mail-bombing.
- Use EO Services to distribute malware.
- Use EO Services or any functionality of the Website for anything other than for completing online courses.
- Impersonate or misrepresent a user affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

3. Without prior written consent from EO , all users also are not permitted to:

- Visit EO Website or use EO Services for any form of content, data, or text scraping (including but not limited to screen scraping, web harvesting, or web data extracting) through manual, mechanical, or automated means including by the use of bots or other similar software.

- Use any content, data, or text in any form in the Services for text or data mining purposes, or develop or train any application, software, code, or data models including but not limited to generative artificial intelligence or other artificial intelligence and machine learning models irrespective of the purposes whether commercial or non-commercial.

ALL USERS MUST OBSERVE THE WEBSITE RULES AND ACCEPTABLE USE POLICIES WITH ALL SUBMISSIONS.

By posting or uploading Submissions to the Website, all users grant EO a royalty-free, perpetual, non-exclusive, irrevocable, non-commercial share-a-like creative commons worldwide license to:

- use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submissions for any purpose; and,
- sublicense to third parties the unrestricted right to exercise any of the foregoing rights.

Subject to the grant of the above license, all users hereby:

- agree to waive all moral rights in any Submission in favour of EO;
- consent to their name, address and email appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission;
- acknowledge and agree that EO is not responsible for any loss, damage, or corruption that may occur to your Submissions; and,
- acknowledge and agree that any Submissions you provide for display on the Website will be considered non-confidential.

BY MAKING SUBMISSIONS, ALL USERS ARE GRANTING ENGLISH ONLINE A ROYALTY-FREE, PERPETUAL, NON-EXCLUSIVE, IRREVOCABLE, NON-COMMERCIAL SHARE-A-LIKE CREATIVE COMMONS WORLDWIDE LICENSE.

EO may review Submissions before they are posted. EO may refuse to post any Submission to the Website. EO reserves the right, in its sole discretion, to edit or remove any Submission, whether or not the Submission is in violation of the provisions hereof or otherwise objectionable. All users acknowledge and agree that EO may, in its sole discretion, monitor the Website periodically and disclose any information as necessary to satisfy any law, regulation or other governmental or Court request, to operate the Website properly or to protect itself or other users of the Website. Any such disclosure shall be in accordance with EO's Privacy Policy.

EO is not responsible for the content of any Submission. Submissions represent the views and opinions of the persons posting the Submission and do not represent the views or opinions of EO.

While EO is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending communication from the Website and terminating the submitting party's right to make further Submissions, and the right to access, read and use the Website (or any portion thereof).

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Academic Integrity

All users of learning materials hosted on the EO Website or otherwise accessing our Services are expected to abide by the following standards to ensure the integrity of learning within EO learning experiences. All users are expected to familiarize themselves and comply with the terms of this Agreement for the Website and any code of conduct, academic policy or other requirements associated with programs which a user has enrolled in through EO.

Academic misconduct undermines the value of EO hosted credentials and devalues the authentic efforts of other users. All users who engage in misconduct are therefore subject to consequences as described below.

Academic misconduct is defined as any activity which circumvents, or attempts to circumvent, the learning experience provided by the course through violation of course learning policies or specific policies provided by the instructor or outlined by the syllabus, or misrepresentation of the authorship or conditions of completion of course activities. The following standards provide clarification of the most common types of academic misconduct, but the list is not exhaustive. Other behaviors may constitute academic misconduct in a particular course or utilizing the Website.

Work within an EO activity - All activity on the EO Website including logins and all course activities is subject to these policies. Work includes but is not limited to exams, quizzes, peer review activities, assessments, discussion board contributions, guided projects, and labs. Furthermore, activities outside the Website that pertain to coursework are also covered by these policies.

Unauthorized - Activities that violate this Agreement, activities which are illegal, or those activities which violate academic standards or standards of integrity that a user on the EO Website should be expected to know are considered to be unauthorized.

Violations

1. **Plagiarism:** Plagiarism is when you copy or reproduce words, ideas, or any other materials from another source without giving credit to the original author. Plagiarism also includes the practice of employing or allowing another person to alter or revise someone's work

and then submitting the work as their own. Users may discuss assessments among themselves, or with an instructor or tutor, but all assessment submissions must be original works done independently by the user. This includes work paraphrased, translated or otherwise modified using automated means.

2. **Use of Unauthorized Materials:** Using or consulting unauthorized materials (such as electronic materials and generative AI tools, including, but not limited to, ChatGPT or similar software or applications) or using unauthorized equipment or devices on any work within an EO activity, unless expressly permitted.
3. **Unauthorized collaboration:** Working together with any person on any work within an EO activity unless expressly permitted.
4. **Contract cheating:** Paying, trading, or otherwise getting another person to create work for submission to an EO course or for work within an EO activity.
5. **Impersonation:** Completing work within any EO activity (including but not limited to exams, assessments, and learning activities) when logged in as another user or having another user complete work within an EO activity when logged in as a specific user ; otherwise misrepresenting the authorship of work submitted on the Website.
6. **Unauthorized sharing of resources:** Making any information about or solutions to homework, quizzes, exams, projects, and other assessments available to anyone else (except to the extent an assessment explicitly permits sharing solutions). This includes both solutions written by a user, other users , outside resources, or any solutions provided by the EO staff or others.
7. **Fraud:** Any misrepresentation about the authorship or the conditions under which work within an EO activity was performed not otherwise specified or falsifying any evidence in support of any mitigating circumstances claim.
8. **Other:** Any other behavior that confers an unfair advantage to a user or someone else or any activity that attempts to dishonestly improve user's results or improve or harm the results of others in the performance of work within an EO activity.

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