

## **Terms of Use for Aware Education E-Learning**

**Effective Date:** June 1, 2024

Welcome to Aware Education E-Learning (“AwarEd”), a platform where users can submit, share, and engage with various forms of media, including but not limited to essays, artwork, infographics, videos, and mixed media. By using this platform, you agree to the following terms of use. If you do not agree to these terms, you may not use the platform.

### **1. Acceptance of Submissions**

By submitting any content to AwarEd (the “Platform”), you grant the Platform a perpetual, non-exclusive, royalty-free, worldwide license to publish, distribute, reproduce, modify, and display your content in any form or medium. This includes but is not limited to displaying your submission on the Platform, in our Zine, or in any promotional material. You also agree that your submission may be visible to all members and visitors of the Platform.

### **2. Ownership of Content**

You retain ownership of any intellectual property rights in your submissions. However, by submitting content, you affirm that:

- You are the sole creator or have all necessary rights, permissions, and licenses to submit the content.
- Your content does not infringe the intellectual property rights or privacy rights of any third party.

### **3. Use and Display of Submissions**

AwarEd reserves the right to:

- Publish, share, or repurpose user-submitted content without seeking further approval from you.
- Use submissions for promotional purposes, educational materials, or any other uses related to the Platform’s objectives.
- Include your submissions in our regularly published Zine, which may feature selected user content based on its impact or relevance.

### **4. No Compensation**

By submitting content, you agree that you will not be entitled to any compensation or royalty from AwarEd for the use of your submissions in any form.

### **5. Content Guidelines**

You agree not to submit content that:

- Is unlawful, abusive, defamatory, or harmful to others.
- Contains inappropriate or objectionable material.
- Violates the privacy or rights of any person. AwarEd reserves the right to remove any content that violates these guidelines or is otherwise deemed inappropriate.

## **6. User Responsibility**

As a user, you are solely responsible for the content you submit. This includes ensuring that your submissions are original and that you have the right to share any media or text included. Any legal action resulting from your content will be your responsibility, and you agree to indemnify AwarEd against any legal claims.

## **7. Content Removal**

AwarEd reserves the right to modify, remove, or refuse to publish any user submissions at its sole discretion, without prior notice.

## **8. Third-Party Content and Links**

The Platform may contain links to third-party websites or services. AwarEd does not endorse or assume responsibility for the content or practices of these third-party sites. You access them at your own risk, and the terms and policies of those third parties will apply.

## **9. User Accounts**

You are responsible for maintaining the confidentiality of your login credentials. You agree not to share your account or allow anyone else to use your account. AwarEd is not liable for any loss or damage arising from unauthorized access to your account.

## **10. Modification of Terms**

AwarEd may update these Terms of Use from time to time. Any changes will be effective immediately upon posting. It is your responsibility to review these terms regularly.

## **11. Disclaimer**

AwarEd does not guarantee the accuracy or reliability of any submissions. All content is user-generated, and the Platform is not responsible for any opinions, advice, or statements made by users.

## **12. Privacy and Data Use**

By using the Platform, you consent to the collection and use of your data as outlined in our Privacy Policy. You understand that your submitted content, including personal information, may be publicly visible on the Platform, and that AwarEd may retain data for legal purposes or to improve the service.

## **13. Termination of Use**

AwarEd reserves the right to suspend or terminate your account if you violate these Terms of Use, other Platform policies, or engage in behavior deemed harmful to the community.

## **14. Indemnity**

You agree to defend, indemnify, and hold harmless AwarEd, its affiliates, officers, and employees from any claims, damages, or expenses resulting from your use of the Platform or violation of these terms.

**15. Limitation of Liability**

In no event will AwarEd be liable for any indirect, incidental, special, or consequential damages arising out of your use of the Platform.

**16. Governing Law**

These Terms of Use are governed by the laws of Alberta, Canada. You agree to submit to the jurisdiction of the courts in Alberta, Canada for any disputes related to these terms.