

# Online Mentor Terms of Use – Mentor Connect

*Effective as of August 08, 2022*

Mentor Connect, an initiative of [Trenval Business Development Corporation](#).

IMPORTANT: This is a legal agreement between you (referenced herein as "you", "user" or "your") and Trenval Business Development Corporation (referenced herein as "MENTOR CONNECT", "us" or "our") that applies to use of the online mentor orientation (the "Mentor guidance tools") accessible via our website <https://mentorconnect.ca> (the "Website").

You should read carefully the following terms and conditions contained in this Terms of Use agreement (the "Terms") as they govern your use of the Mentor guidance tools functionality, works and submissions. If you do not agree with these Terms, you are not granted permission to access or otherwise use the Mentor guidance tools and are instructed to exit the Mentor Guidance tools immediately.

By accessing and/or using the Website you acknowledge that you have read, understand and agree to comply with these Terms as well as (i) the Privacy Policy<sup>i</sup> available at <https://mentorinconnect.ca/en/privacy-policy> (the "Privacy Policy"); (ii) the Terms and Conditions<sup>ii</sup> for the Website available at <https://mentoringconnect.ca/en/terms-and-conditions>, (the "Website Terms of Use"); and (iii) all applicable laws<sup>iii</sup>. You agree that the Terms shall be the equivalent of a written paper agreement between you and MENTOR CONNECT. For clarity the Mentor guidance tools is a function of the website resources and all terms relating to the Website in any of the foregoing documents are applicable to your use of the Mentor guidance tools.

The Mentor guidance tools is not a certification program and no certification or other accreditation or qualification is allocated to you or otherwise bestowed upon you by the Mentor guidance tools. MENTOR CONNECT does not conduct any verification relating to you when you access or utilize the Mentor guidance tools, including but not limited to any background check of other verification process relating to you.

You agree that it is solely your responsibility to ensure that your access to and use of the Mentor guidance tools complies with the laws of your jurisdiction. We make no representation that the Mentor guidance tools is appropriate or available for use outside Canada.

We reserve the right at any time and from time-to-time to modify, edit and update these Terms and any of our policies. You should review these Terms and all policies regularly to make sure that you are aware of any changes. Your access to use of the Mentor guidance tools on and after the date on which we post the revised terms constitutes your acceptance of the Terms as revised as well as of any revised policies.

You are responsible for all software, hardware, services (such as Internet service), and equipment necessary to access and use the Website and Works, including all related expenses, if any.

## **1. License Grant:**

- 1.1. These Terms provide to you a personal, revocable, limited, non-exclusive, non-sub-licensable, and non-transferable license to use the Mentor guidance tools conditioned on your continued compliance with these Terms, all other MENTOR CONNECT requirements for the Mentor guidance tools, and all applicable laws and regulations. From time-to-time MENTOR CONNECT may alter, amend, reduce or eliminate any function or elements of the Mentor guidance tools, at its sole discretion.
- 1.2. Should we provide any materials to you in relation to the Mentor guidance tools, we reserve the right to apply digital rights management to such materials for the purpose of tracking usage and limiting dissemination of such materials, at our sole discretion. You are not granted any right to make copies of such materials or to use such materials other than for your personal use, or if you are using the Mentor guidance tools on behalf of an organization, for the internal use of such organization. Our materials are protected by copyright, and any circumvention of any digital rights management in relation to our materials shall be subject to all fines and other penalties imposable in accordance with applicable laws.

## **2. Governing Law:**

- 2.1. These Terms has been made in and will be construed and enforced solely in accordance with the laws of the Province of Ontario, Canada. Any dispute will be resolved by arbitration, with the losing party to pay all costs and fees.

## **3. Term & Termination:**

- 3.1. These Terms will take effect (or re-take effect) at the moment you begin downloading, accessing, or using the Mentor guidance tools, whichever is earliest. MENTOR CONNECT reserves the right at any time and on any grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms, to deny your access to or to suspend the Mentor guidance tools, or to any portion thereof in order to protect its name and goodwill, its operations, and/or others, and these Terms will also terminate automatically if you fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified herein.
- 3.2. Termination will be effective without prior notice and may impact (and prohibit) submission of any information. You may also terminate these Terms at any time by

ceasing to use the Mentor guidance tools, but all applicable provisions of these Terms will survive termination, as identified below, and each re-access or use of the Mentor guidance tools will reapply these Terms (then in effect) to you.

- 3.3. Upon termination, you must immediately: (a) destroy all copies of any aspect of the Mentor guidance tools in your possession, including but not limited to all materials relating to the Mentor guidance tools, excepting any certificate provided to you upon completion of the Mentor guidance tools; and (b) stop using the Mentor guidance tools.

The sections of these Terms that by their nature survives termination shall survive termination.

#### **4. Waiver & Severability:**

- 4.1. Failure to insist on strict performance of any of the terms and conditions of these Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by MENTOR CONNECT of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

#### **5. Entire Agreement:**

- 5.1. No joint venture, partnership, employment, affiliate, or agency relationship exists between you and MENTOR CONNECT as a result of these Terms or your utilization of the Mentor guidance tools. These Terms, any other terms or conditions specific to the Mentor guidance tools, and MENTOR CONNECT's Website Terms of Use and Privacy Policy represent the entire agreement between you and MENTOR CONNECT with respect to use of the Mentor guidance tools, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and MENTOR CONNECT with respect to Mentor guidance tools. You may not assign, delegate, or transfer any rights under these Terms without the prior written consent of MENTOR CONNECT.

#### **6. Contact Us:**

- 6.1. If you have any questions about the Website or these Terms, please contact MENTOR CONNECT at the following email address: [info@mentorconnectquinte.ca](mailto:info@mentorconnectquinte.ca). An affiliated

initiative of Trenal Business Development Corporation. TRENVAL BUSINESS DEVELOPMENT CORPORATION.

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<sup>i</sup> <https://mentorinconnect.ca/en/privacy-policy>

<sup>ii</sup> <https://mentoringconnect.ca/en/terms-and-conditions>,

<sup>iii</sup> All applicable laws: <https://www.ontario.ca/laws/statute/90f31>