

## Institute for Canadian Citizenship

### Canoo Mobile Application and Program Terms and Conditions

#### 1. Overview

By downloading, installing, accessing, or otherwise using the Canoo mobile application (the "**Application**") or participating in the Canoo program (the "**Program**") (formerly known as the Cultural Access Pass Program), you ("**you**" or "**your**") agree to be bound to these terms and conditions and our [Privacy Policy](#) (together, the "**User Agreements**"). If you do not agree to be bound by the User Agreements, you should not download, install, access, or otherwise use the Application or participate in the Program. If you have installed the Application and do not agree to be bound by the User Agreements, then you must uninstall the Application and cease participating in the Program immediately.

This is a legal agreement between you and the Institute for Canadian Citizenship, its successors and assigns (collectively, "**ICC**", "**we**", "**us**" or "**our**"). The Application is licensed, not sold, to you for use only under the terms of the User Agreements.

The User Agreements apply to your use of the Application and participation in the Program. For greater certainty, you may use the Application without participating in the Program.

For more information on the Application and the Program, please see [Frequently Asked Questions](#).

PLEASE READ THE USER AGREEMENTS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING THE PROGRAM AND THE APPLICATION. THE USER AGREEMENTS AFFECT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

#### 2. Program Terms

##### (a) Program Eligibility

To be eligible for the Program, you must: (a) be a Canadian citizen, who received your Canadian citizenship within the last 365 days; and (b) be 18 years of age or older.

Eligibility for the Program is verified by scanning your citizenship certificate in the Application.

ICC does not retain any copies, whether digital or physical, of citizenship certificates or other verification documents after determining your eligibility for the Program.

##### (b) Program Details and Restrictions

Canoo membership provides you with complementary admission to participating attractions for Canoo members and up to four children under eighteen years old.

To participate in the Program, you must register as a Canoo member and activate your Canoo membership. You must register as a Canoo member within 365 days of receiving your Canadian citizenship. After registering, you must also activate your Canoo membership within 365 days of receiving your Canadian citizenship. If you do not activate your Canoo membership within 365 days of receiving your Canadian citizenship, your Canoo membership will automatically activate on the 366<sup>th</sup> day after receiving your Canadian citizenship.

Your Canoo membership expires 365 days after the activation date ICC has the sole discretion to extend your Canoo membership past this expiry date.

Canoo membership may not be valid for special presentations, and events, parking or separately priced exhibitions or programs.

When using the Program, you agree to abide by the rules and regulations of the participating attraction.

Canoo membership is not transferable.

The Application cannot be altered in any way.

You must present photo identification each time you use your Canoo membership.

Participating attractions and offers are subject to change without notice.

ICC may cancel your use of the Application or participation in the Program at its discretion at any time.

### 3. General Conditions

The headings used in the User Agreements are included for convenience only and will not limit or otherwise affect the User Agreements. The information provided in the Frequently Asked Questions are included for convenience only and will not limit or otherwise affect the User Agreements.

You understand that your information may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The Application must only be used by individuals aged 13 years or older. If you are 13 years old or older but under the age of majority in your jurisdiction, you should review the User Agreements with your parent or guardian before proceeding to make sure you and your parent or guardian understand them. Should your parent or guardian not acknowledge and agree to the User Agreements, you must immediately uninstall the Application and discontinue its use. If you are between the ages of 13 and the age of majority you may only use the Application under the supervision of your parent or guardian.

The User Agreements are originally written in English. ICC does not guarantee the accuracy of any translated version of the User Agreements. To the extent any translated version of the User Agreements conflicts with the English version, the English version shall govern.

### 4. Accuracy, Completeness and Timeliness of Information

You agree to provide current, complete and accurate information when downloading the Application, registering for the Program, or while using the Application or participating in the Program. Failure to provide current, complete and accurate information may result in ICC denying you access to the Program and/or Application. It is your responsibility to ensure that your information is updated. ICC is entitled at all times to verify the information that you have provided and refuse participation in the Program or use of the Application without providing reasons.

While every effort is made to ensure the accuracy of the information provided by ICC in the Application, no warranty of accuracy or completeness is expressed or implied. We reserve the right to correct errors and to change or update information at any time without notice.

## 5. Licence, Installation and Use Rights

It is your responsibility to ensure your device meets all the necessary technical specifications to enable you to access and use the Application. You are granted a personal, non-exclusive and non-transferable license to install and use the Application on mobile devices you personally own or control pursuant to the User Agreements. You may not install or use the Application on a device you do not own or control. The Application is provided for lawful purposes only.

You are responsible for maintaining the strict confidentiality of your account details and you are responsible for any activity under your account. You agree to immediately notify ICC of any unauthorized use of your account or password or any other breach of security. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and to notify ICC when you desire to cancel your Canoo membership or unsubscribe from any electronic communications.

## 6. Intellectual Property Rights

The Application is protected by copyright and other intellectual property laws and international treaties. All title and rights to intellectual property, including copyrights in the Application are and shall remain the property of ICC. Nothing in the User Agreements intends to transfer any intellectual property rights to, or to vest any such rights in, you. ICC reserves all rights in the Application not specifically granted to you under the User Agreements. You may not remove any proprietary rights notices of ICC from the Application.

Certain trademarks, trade-names, images, logos and pictures in the Application are proprietary to ICC or other entities. Except as may be expressly provided, nothing contained herein shall be construed as conferring any license or right under copyright or other intellectual property rights.

Modification or use of the Application for any other purpose violates ICC's intellectual property rights. The Application is licensed, not sold. You are only entitled to the limited use of the Application granted to you in the User Agreements. You will not take any action to jeopardize, limit or interfere with ICC's rights. Any costs associated with downloading, installing, accessing and using the Application remain your responsibility and are dependent on your mobile device service provider.

## 7. Third Party Links

Any link (including hyperlinks, buttons or referral devices of any kind) used in the Application is provided for your convenience only, and you access any link at your own risk. The appearance of a link in the Application does not constitute an endorsement, recommendation or certification by ICC. ICC is not responsible for the actions, inactions or information of third parties.

## 8. Personal Information

You agree that ICC may collect and use technical data which may include personal information and related information, including but not limited to: technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services or programs to you (if any) related to the Application.

Personal information provided to ICC via the Application or Program is subject to our [Privacy Policy](#).

## 9. Prohibited Uses

In addition to other prohibitions as set forth in the User Agreements, you are prohibited from using the Application or Program: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or local rules, laws or ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender,

sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Application and/or Program or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Application or any related website, other websites, or the Internet; (l) while driving or behind the wheel or control of a vehicle that is moving or not in 'park'; (m) decompile, reverse engineer, disassemble, otherwise convert or authorize any third party to decompile, reverse engineer, disassemble or otherwise convert, the Application to a human perceivable form; (n) make copies of the Application; (o) distribute or republish, upload, post or transmit the Application in any way; or (p) resell, rent, lease or lend the Application. We reserve the right to terminate your use of the Application and/or the Program or any related website for violating any of the prohibited uses.

Possible evidence of use of this Application for such purposes may be provided to law enforcement authorities and is otherwise subject to production as required by law.

#### 10. Communications Not Confidential

ICC does not guarantee the confidentiality of any communications made by you relating to the Program or the Application.

ICC looks forward to hearing about your experiences using the Application, participating in the Program and visiting participating attractions. If you have ideas and/or suggestions regarding improvements or additions, we would like to hear them – but any submission will be subject to the User Agreements. UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA, OPINION AND/OR SUGGESTION OR RELATED MATERIAL TO ICC BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION OR ATTRIBUTION TO YOU. BY SUBMITTING THE IDEA, OPINION AND/OR SUGGESTION OR ANY RELATED MATERIAL TO ICC, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA, OPINION AND/OR SUGGESTION OR ANY RELATED MATERIAL AND ARE REPRESENTING AND WARRANTING TO ICC THAT THE IDEA, OPINION AND/OR SUGGESTION OR ANY RELATED MATERIAL ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA, OPINION AND/OR SUGGESTION OR ANY RELATED MATERIAL AND THAT ICC IS FREE TO IMPLEMENT THE IDEA, OPINION AND/OR SUGGESTION AND TO USE THE RELATED MATERIAL IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY ICC, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY. ICC MAY SHARE YOUR IDEA, OPINION AND/OR SUGGESTION WITH ANY THIRD PARTY IT CHOOSES, WITHOUT OBTAINING FURTHER CONSENT.

#### 11. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION AND PROGRAM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND PROGRAM AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION AND PROGRAM ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ICC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, THE PROGRAM AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ICC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION OR PROGRAM, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION OR PROGRAM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION, PROGRAM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION, PROGRAM OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR

ADVICE GIVEN BY ICC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION, PROGRAM OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 12. Limitation of Liability and Indemnity

IN NO EVENT SHALL ICC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, LICENSORS AND LICENSEES), ITS SERVICE PROVIDERS, TELECOMMUNICATIONS CARRIERS, ANY CHANNEL PARTNERS, ANY ENTITIES THAT OPERATE OR CONTROL MOBILE APPLICATIONS, INCLUDING WITHOUT LIMITATION GOOGLE INC. ("**GOOGLE**") AND APPLE, INC. ("**APPLE**") AND THEIR AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, "**SERVICE PROVIDERS**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERSONAL INJURY, OR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO PRODUCT OR SERVICE LIABILITY CLAIMS, ANY CLAIM THAT THE APPLICATION OR PROGRAM FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT, CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION, YOUR USE OR INABILITY TO USE THE APPLICATION OR PROGRAM, OR FOR ANY CLAIM BY ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION, PERFORMANCE OR NON PERFORMANCE OF THE APPLICATION OR PROGRAM, LOSS OF USE, LOSS OF DATA HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, TORT OR OTHERWISE) AND EVEN IF ICC OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (A) THE USER AGREEMENTS OR THE USE OF, OR THE INABILITY TO USE, THE APPLICATION OR PROGRAM; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (C) RELIANCE ON CONTENT OR INFORMATION, OR (D) ANY OTHER MATTER RELATING TO THE USER AGREEMENTS, THE APPLICATION OR PROGRAM OR THE CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. Where permitted under the applicable law, you and ICC agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative action. Unless both you and ICC agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

In no event shall ICC's total liability to you for all damages (other than as may be required by applicable law) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

If you do something that gets ICC sued, subject to investigation, or break any of the promises you make by agreeing to be bound to the User Agreements, you shall compensate us (including our directors, officers, employees, contractors, representatives, licensors and licensees) for any liabilities, losses, claims, and expenses (including reasonable legal fees and costs) that arise from or relate to your use or misuse of the Application and participation in the Program. ICC reserves the right to assume the exclusive defense and control of any matter otherwise subject to this clause, in which case you agree that you will cooperate and help ICC in asserting any defenses.

## 13. Termination of User Agreements

The obligations and liabilities of you and ICC incurred prior to the termination date shall survive the termination of this agreement for all purposes.

The User Agreements are effective unless and until terminated by either you or us. You may terminate the User Agreements at any time by notifying us that you no longer wish to use the Application and the Program.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of the User Agreements, we may terminate this agreement at any time without notice and/or accordingly may deny you access to our Program and/or Application (or any part thereof).

14. Entire Agreement

The User Agreements are the whole agreement between you and ICC concerning the Application and the Program, and the User Agreements supersede and replace any prior agreements between you and ICC regarding the Application, the Program or the Program's predecessors.

15. Waiver and Severability

If ICC does not exercise or enforce a particular right or provision under the User Agreements, that does not mean we have waived that right or provision. If any provision of the User Agreements is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the User Agreements will remain in full force and effect.

16. Governing Law

The laws of the Province of Ontario, excluding its conflicts of law rules, and the laws of Canada applicable therein govern this license and your use of the Application and the Program. You and ICC irrevocably submit to the exclusive jurisdiction of the appropriate courts sitting in Toronto, Ontario, Canada. The parties hereby waive any right to a jury trial.

17. Changes to User Agreements

The User Agreements may change from time to time. ICC may change, update or replace the User Agreements at our sole discretion. If the User Agreements change, ICC will let you know about any material changes, either by notifying you on the Application, ICC's Program website or by sending you an email. Your continued use of the Application and/or Program after any change constitutes your consent to be bound by the new User Agreements. If you disagree with any changes to the User Agreements, and do not wish to be bound to the revised User Agreements, you will need to close your account and, uninstall and stop using the Application and stop participating in the Program.

18. Apple Inc. and Google LLC Terms

You acknowledge and agree that Apple and/or Google are not a party to the User Agreements and are not responsible for the Application or Program and that the additional provisions in this Section apply to your use of the iOS or Android operating system version of the Application. You may only use the Application on an iOS or Android device that you own or control and subject to the Usage Rules set forth in the App Store Terms and Conditions or Google Play Terms of Service. Apple and Google are not providing any warranty for the Application and is not responsible for maintenance or other support services for the Application. Any inquiries or complaints relating to the use of the Application, including those pertaining to intellectual property rights, must be directed to [canoo@inclusion.ca](mailto:canoo@inclusion.ca).

19. Contact Information

We welcome any feedback or questions you have about the Application or Program, and are happy to address any questions or concerns you may have. Please email us at: [canoo@inclusion.ca](mailto:canoo@inclusion.ca).