

Queen Elizabeth Academy Privacy Policy

1. Introduction

Queen Elizabeth Academy (QEA) values the trust our users and customers place in us when they give us access to their Personal Data. The Privacy Policy describes how we work to maintain that trust and protect that information. This includes our site www.QETutoring.com, www.QECanada.com, and www.UPrep.ca, collectively referred to as “the Sites”.

In particular, this Privacy Policy details our collection, use and disclosure of personal and non-personal data you give to QEA when you access or use QEA’s or the other Sites’ online and/or mobile services, mobile applications and websites, and software provided by QEA while using these services or websites.

1.1 The QEA Entities Responsible for Your Information

This section determines which QEA entity acts as the controller of your Personal Data. For the purposes of this Privacy Policy, “QEA”, “we” or “us” means QEA, Lee Tutoring Inc.

QEA is the controller of all Personal Data processed pursuant to this Privacy Policy, unless otherwise provided for in a separate agreement.

Please also note that the contracting entity indicated in our terms of service may differ from the data controller indicated in this Privacy Policy.

1.2 Some Important Definitions

Personal data (“Personal Data”) refers to any information that relates to an identified or identifiable individual, and non-personal data (“Non-Personal Data”) refers to any information that does not identify you as a specific individual. Please note that at all times QEA will adhere to the applicable statutory definition in determining what is and is not Personal Data for the purposes of this Privacy Policy. Where this Privacy Policy refers to “information” or “your information” this may include both Personal and Non-Personal Data.

The Sites are made available to help students applying for universities, or services or information related to students or parents searching for university application information.

1.3 The Scope of QEA’s Privacy Policy

This Privacy Policy covers only data that we collect through the Sites, and not any other data collection or processing, including, without limitation, any third-party operators of web pages to which the Sites link, and any information that we collect offline or through any websites, products, or services that do not display a direct link to this Privacy Policy.

Occasionally, we may refer to this Privacy Policy in notices on the Sites, including special purpose web pages or mobile applications, including invitations for you to submit ideas to improve the Sites. QEA may amend this Privacy Policy at any time.

1.4 Changes to the Privacy Policy

If QEA is going to use Personal Data collected through the Sites in a manner materially different from that stated at the time of collection, then QEA will notify users by posting a notice on the applicable Sites for 30 days prior to such use or by other means as required by law.

1.5 QEA's Privacy FAQ

Please note this Privacy Policy describes, in a comprehensive manner, how QEA processes your data.

2. Information Collected

You provide different types of information in order for QEA to provide our Sites' services, products and features to you.

2.1 Information You Provide to QEA

– From your filing in the forms

We collect data from you when you fill in the forms, request information, subscribe for a service, participate in a survey, post a rating or review, post a question or answer, post a resume, complete an QEA Assessment, upload content or otherwise actively send us data on our Sites. This may include, but is not limited to, your user name, first and last name, email address, telephone number (including mobile phone number), street address, gender, occupation, interests, academic performance, extracurricular activities, messages you send to users, and any other data included in a submitted profile or resume, including but not limited to application materials and answers to questions submitted to QEA or email to QEA and answers you give to any questionnaires sent to you. This information may be associated with your profile.

You may provide your specific location data when you provide it yourself on the QEA Apps (as defined in the QEA Terms of Service Introduction) to help you find more relevant Job Listings. QEA seeks your consent at the time of such provision, and such processing will only be performed where consent is secured.

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2.4 Storage of Your Information

QEA stores your Personal Data until it is no longer necessary to provide our services or until you ask us to delete your Personal Data. We are also required to retain certain information in order to comply with local laws.

QEA may also store the information detailed in this section 2 of the Privacy Policy on its equipment or the equipment of third parties that QEA has a relationship with. Such storage services will be governed by appropriate protections, as required by applicable rules.

2.5 What Personal Data is Required

It will be indicated to you at the point of provision as to whether or not particular Personal Data provided by you is required in order to provide particular QEA services or features to you. Where Personal Data that is required is not provided by you then the particular feature or service may not be available to you.

2.6 The Legal Basis on Which QEA Collects Your Personal Data

QEA collects and processes your Personal Data on the basis of different legal grounds, depending on the nature of the Personal Data being provided and the type of processing involved.

– Performance of a Contract

Some of the Personal Data processed by QEA is performed on the basis that it is necessary for the performance of our agreement with you, or in order to take steps at the request of the user prior to entering such an agreement. An example of this would be where QEA sends a Student's application to an Employer.

– Legitimate Interest

A second ground relied upon by QEA for other types of processing of your Personal Data is that it is necessary for the purposes of legitimate interests pursued by QEA or obtain a university application assessment. Examples of such legitimate interests will include where QEA sends you marketing about our products and services, where we believe you have a reasonable expectation that we will perform a particular type of processing on your behalf, where such processing is strictly necessary for fraud detection and prevention, or where we share your Personal Data with QEA affiliates as detailed in section 4.14 below. QEA will only rely on such a ground where an assessment has been performed balancing the interests and rights involved and the necessity of the processing in order to provide our services, products and features to you.

– Compliance with a Legal Obligation

A third ground relied upon for certain types of processing is that it is necessary in order to allow QEA to comply with a legal obligation. An example of this would be where QEA is required to retain business records for fixed periods of time in order to comply with local legal requirements.

– Consent

Finally, in certain limited situations, QEA relies on your consent in order to process your Personal Data. Where QEA requires your consent, we seek it at the time of provision, and the processing will only be performed where consent is secured. For example, your consent will be sought in certain instances where you initiate a marketing message with QEA (detailed in section 4 of this Privacy Policy). You can withdraw your consent, as detailed in section 10 of this Privacy Policy where applicable, or by sending an email to vwleeft4 @ gmail . com (remove spaces when sending email).

3. Limitations of Use

3.1 Where you are requesting an assessment report from QEA

QEA reserves the right to keep any materials in a closed account as necessary to preserve and protect its rights to the extent permitted by law (for example, to preserve records of a dispute) or to comply with its obligations under local law (for example, if requested to retain by law enforcement). A closed account does not mean that all of the data is expunged from the QEA systems, although it will not be readily available under the Student's original account. When the Student presses the close account button on the dashboard, QEA will begin to process that instruction within 24 hours and will have completed the operation within 40 days.

If a Student wishes to access or delete their Personal Data held by QEA, they should follow the steps listed in section 10 of this Privacy Policy.

3.6 Minimum Age of our Users

The Sites are not for use by anyone under the age of 16. However if local laws provide for an alternative minimum age for the provision of the Sites' services to you, then that shall apply as the applicable minimum age. In all jurisdictions outside the European Union, if you are under the age of 18 or the age of majority in your jurisdiction, you must use the Sites under the supervision of your parent, legal guardian or responsible adult.

We adopt a range of measures to try to ensure that we do not accept individuals who do not meet the minimum age and any other applicable age requirements. If you do not satisfy these age requirements, please email vwleeft4 @ gmail .com (remove spaces when sending email).

4. Purposes, Uses and Disclosures of Information

We may use any information collected pursuant to this Privacy Policy, including Personal Data, for the purposes set forth in sections 4, 5 and 9 of this Privacy Policy, to the extent applicable. QEA associates Personal Data with your Student profile in order to perform the activities described in this Privacy Policy. QEA uses such information to help Students find jobs and to help Employers find candidates. In order to do this we use your Personal Data to:

1. provide our services, products and features to you, to help Students to assess their university application
2. to measure and improve those services, products and features; and
3. to protect our users and provide them with customer support.

More detail on these purposes, uses and disclosures of your information is set out below.

4.1 Creating an Account, Sending You Assessment Report, University Alerts and Other Promotional Materials

If and to the extent permitted by applicable law, QEA may use your contact information to (i) create an account; (ii) send you university alerts; (iii) send you assessment reports and (iv) send you information about the Sites, including promotional materials. QEA may use third-party partners to perform these activities on QEA's behalf.

We may also share your information with third parties (including operators of third-party websites and/or social networking sites) in order to show you targeted advertisements and other content that has been customized for you. Such advertisements will only relate to the Sites services, products, and features, all of which focus on helping Students with their university application. If you wish to opt out of receiving any marketing messages from the Sites, please see section 10.3 of this Privacy Policy.

4.3 Your Contact Information

When you give the Sites contact information (such as your name and email address) and other forms of Personal and Non-Personal Data, you agree that we may utilize this information for the purposes outlined in sections 4, 5 and 9, to the extent applicable. In particular, you agree that we may, as part of our services to you, communicate with you, or initiate communication with you on behalf of a third party, through your account or through other means such as email, telephone (including mobile phone), text message or postal mail. This includes communication through the use of contact information that you may provide to us or that we may otherwise obtain from third-party resources. A QEA university application Specialist may use your contact information to provide recommendations to you, and provide you with updates throughout your application process. We may also analyze our users' contact information in the aggregate to better understand our users and improve our products and services.

4.4 Your University Application Information

Your information, including Personal Data, gets placed on the Sites fill in the forms about your university application, which becomes part of your Student profile. We may also use information in your Student profile to offer suggestions to you when you apply for university on third party websites in our mobile software. The extent to which your information is made available to third parties depends on the privacy settings you choose, in accordance with this Privacy Policy. When a Student creates a profile on QEA, their information is set to private by default, and the Student may change their resume privacy settings at any time. This is detailed below.

4.8 Sending You Text Messages About Employer Appointments

QEA may offer you the opportunity to receive a text message or email from QEA for university application updates and recommendation from QEA. In such an event you will enter your phone number on the QEA consent form. By entering your phone number you are representing and confirming it is your number and you have the right to accept text messages at the number. QEA will only send you text messages, and you agree to accept such text messages on your cell phone including messages sent by automated telephone dialing system. To unsubscribe at any time, please email to vwleeft4 @ gmail.com [please remove the space]

4.11 Preventing Fraud and Spam

QEA may also use information collected pursuant to this Privacy Policy to help diagnose problems with the Sites and our products and services, to prevent potentially fraudulent or illegal activities, and to protect individuals from other activities that may be detrimental to you or others. QEA may investigate and disclose information from or about you or your use of QEA if we have a good faith belief that such investigation or disclosure (a) is reasonably necessary to comply with legal process (including subpoenas, search warrants, court orders) and law enforcement instructions and orders; (b) is helpful to prevent, investigate, or identify possible wrongdoing in connection with the use of the Sites; or (c) may protect our rights, reputation, property, safety, or that of the public; or (d) as necessary to meet national security requirements.

For example, QEA is subject to the investigatory and enforcement powers of the Federal Trade Commission in the United States, the Data Protection Commission of Ireland, and many other regulatory bodies.

We may use a variety of methods to detect and address anomalous activity and screen content to prevent abuse such as spam or fraud. However, such detection methods are not perfect and false positives may occur. These efforts may, on occasion, result in a temporary or permanent suspension or termination of some functions for some users.

– Preventing Fraud and Spam in Messages

QEA also reserves the right to drop messages from our system that we determine do not adhere to the Sites' rules or any of the terms of our terms of service. QEA further reserves the right to conduct investigations to determine whether you are perpetrating a scam, spamming QEA or its users, or otherwise conducting fraudulent activity on the Sites by various means. QEA also reserves the right to turn over any information gathered via such investigations to the police or other third parties if we have a good faith belief that you are using the Sites in violation of this Privacy Policy or the applicable terms of service.

4.17 Transfers of Information to Service Providers

We may use third parties to perform services in connection with our operations, to improve the Sites and our services, products, and features, to protect our users and better understand their needs, and to optimize the services and the users' experiences. These service providers may have access to Personal Data in the course of providing these services, which may involve transfers of such Personal Data to other countries. Such transfers are made for the purposes set forth in sections 4, 5 and 9 of this Privacy Policy.

– Improving our Services

These third parties may provide data points including how much time you spend on specific pages, which links you choose to click, and data that helps determine user preferences. This information enables us to build and maintain our services with user feedback. These third parties may use cookies and other technologies to collect data on your behavior and devices such as the device type, browser information, and preferred language.

– Maintaining Quality and Protecting Users

QEA may transfer your Personal Data in limited situations to certain third-party vendors that assist QEA with protecting our users and maintaining the quality of our services, products and features provided to those users.

– Storage

Please also be aware that we may also use third-party cloud service providers that provide hosting, data storage and other services pursuant to standard terms and conditions that may be non-negotiable. These service providers have informed us or the general public that they apply security measures they consider adequate for the protection of information within their system, or they have a general reputation for applying such measures. However, we will not be liable (to the fullest extent permitted by law) for any damages that may result from the misuse of any information, including Personal Data, by these companies.

4.18 Transfers of Publicly Available Information

When users post content on the Sites in a manner that is intended to make that content publicly available and searchable by individuals, QEA reserves the right to aggregate and share that information with third parties.

5. Additional Uses and Disclosures of Non-Personal Data

This policy also applies to our use of Non-Personal Data. We may use and disclose Non-Personal Data for any purpose, except where we are required to do otherwise under applicable law. If we combine any Non-Personal Data with Personal Data, then we will only use and disclose such combined information for the purposes described in sections 4 and 9 of this Privacy Policy while it is so combined.

6. Security

QEA seeks to use reasonable security measures to help protect against the loss, misuse and alteration of the Personal Data under QEA's control. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. In addition, please note that emails, messages sent via your web browser, and other similar means of communication with other users, are not encrypted. Therefore, while we strive to protect your information, we cannot guarantee its security. Please see the following [page](#) for more information.

Please also be aware that we may use third-party cloud service providers as detailed by Section 4.17 of this policy.

7. Cookies

"Cookies" are small pieces of information that are stored by your browser on your computer's hard drive.

– Do Not Track Requests

We do not respond to the browser "Do Not Track" (DNT) signal if enabled by the user in their web browser. When we set or read cookies on non-affiliated sites that have integrated our job search and display features, we do so, for example, to provide a personalized job search experience to users on those sites. We do not share any information about your use of our Sites with those third parties. When third parties that we have integrated into the Sites (as described in the QEA Cookie Policy) set or read their own third-party cookies, they may or may not respond to the DNT signal.

8. Links to Third-Party Sites

The Sites may make available links to other third-party websites. When you click on such links, you may leave our Sites. Your web browser may also disclose to the third-party website the URL of the Sites page you clicked from, and this URL may include search terms and filters you used on the Sites. The Sites may also make available Company Pages, which may contain information provided by third-party Employers. WE ARE NOT RESPONSIBLE FOR THE INFORMATION COLLECTION, USE, DISCLOSURE OR OTHER PRIVACY PRACTICES OF ANY THIRD PARTY, INCLUDING OUR AFFILIATES, THIRD-PARTY SERVICE PROVIDERS, ANY UNIVERSITIES OR COLLEGES, OR GOVERNMENT / NON GOVERNMENT AGENCIES (INCLUDING ANY THIRD PARTY THAT PROVIDES A WEB PAGE), ANY THIRD-PARTY SOCIAL MEDIA PLATFORM, ANY THIRD PARTY MAKING AVAILABLE THE DEVICES OR OPERATING SYSTEMS FOR WHICH THE SITES IS AVAILABLE, AND ANY THIRD PARTY OPERATING ANY WEBSITE TO WHICH THE SITES CONTAIN A LINK. YOU MAY HAVE RIGHTS DIRECTLY ENFORCEABLE AGAINST THESE THIRD PARTIES SO YOU SHOULD CONSIDER THEIR PRIVACY POLICIES TO LEARN MORE.

9. Acquisitions and Other Reorganizations

Information collected pursuant to this Privacy Policy, including Personal Data, may be disclosed to one or more third parties in connection with any change of ownership or control in QEA's business (whether by merger, sale, or otherwise), or any other reorganization or joint venture, or assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceeding), and any such information may be used by such third party in accordance with this Privacy Policy. Equally, information collected pursuant to this Privacy Policy, including Personal Data, may be disclosed to one or more third parties in connection with any acquisition or merger carried out by QEA of such third parties.

10. Exercising Rights With Respect to Personal Data

As a user of these Sites, you may exercise the rights explained below. Please note, we may attempt to verify your identity through the email address or telephone number associated with your use of our Sites prior to fulfilling any such request and reserve the right to deny a request where we are unable to satisfactorily complete this process. If you authorize someone to make a request on your behalf, we may also deny your request if we are unable to verify with you that the individual making the request is authorized to act on your behalf.

10.1 The Right to Rectify Your Personal Data

Users of these Sites are able to edit and update most of their Personal Data held by each Site on the Site in question, and if you have any queries or complaints we encourage you to contact us at vwleeft 4 @ gmail. Com [please remove the space]

Alternatively, if you do not wish to do this you may make a formal request to have QEA rectify any inaccurate Personal Data on your behalf by sending an email to vwleeft 4 @ gmail . com (remove spaces when sending email) from the email address associated with your account.

10.2 The Right to Object to or Restrict the Processing of Your Personal Data

If you have any queries or complaints about how we process your Personal Data we encourage you to at vwleeft 4 @ gmail. Com [please remove the space]

Alternatively, if you do not wish to do this you may make a formal request to object to, or restrict, processing of your Personal Data by each Site. For example, you have the right to object to the legitimate interest processing of your Personal Data by each Site for marketing purposes. In order to do so, please email us requesting the deletion of your data.

10.3 Opting Out of Marketing Messages and Withdrawing Consent

If you no longer want to receive marketing materials from us based upon your Personal Data, there are a number of options available to you.

If you wish to opt out of a particular marketing email from any Site, you may do so by clicking "unsubscribe" (or an equivalent action) where applicable. Please note that this will only opt you out of that particular marketing message.

to do so.

In addition, you may opt out of all marketing messages by sending an email to vwleeft 4 @ gmail .com (remove spaces when sending email). We will comply with your request as soon as reasonably practicable, and in accordance with applicable laws.

Finally, please note that we may still send other messages to you, such as administrative messages.

10.4 The Rights of Access to and Portability of Your Personal Data

Users of these Sites are able to access most of their Personal Data provided to each Site on the Site in question, and if you have any queries or complaints we encourage you to contact us at vweleeft 4 @ gmail . com (remove space when sending email). Alternatively, if you do not wish to do this you may make a formal request to access your Personal Data held by QEA. Please contact us on the above email. Each specific Site will provide your Personal Data to you in a portable format. If you have interacted with the Site in question using more than one email address, please submit a subsequent request with the additional email addresses so that we may provide this personal data as well.

10.5 The Right to Delete Your Personal Data

Users of these Sites are able to edit and update most of their Personal Data held by each Site on the Site, and if you have any queries or complaints we encourage you to contact us at the email listed on section 10.4,

10.6 Withdrawing Consent

There are certain activities where we ask for your consent to use your Personal Data. You have the right to withdraw this consent at any time. Where you are providing location information via a mobile app, you may turn off your location services on your device at any time. For other services that rely on your consent, you can withdraw your consent via the workflow for that given service. Please note that any processing that we have carried out before the withdrawal of your consent remains lawful.

10.7 Some Limitations

Such rights of rectification, objection, restriction, access, portability and deletion are subject to certain limitations, as provided for by applicable laws. Individual requests will be completed within the time allotted by relevant regulations, which starts to run from the point of us confirming your request. Where permitted, please note there may be a charge for subsequent requests from the same individual, which will be determined by QEA and only imposed to the extent permitted by applicable law.

12. General Inquiries and Complaints

12.1 Contacting QEA

You may contact QEA, Lee Tutoring Inc., at vweleeft 4 @gmail . com (remove space when sending email).

12.2 Complaints

If you believe your data protection rights have been infringed by QEA, you have the right to complain to the appropriate data protection supervisory authority.

13. Your Canadian Privacy Rights

By exercising the rights afforded in this section of our Privacy Policy, you are declaring that you are a Canadian resident.

All users may make a verified request to QEA regarding their Personal Data. This process is detailed in [Section 10](#) of our Privacy Policy, which also describes the designated address information for making requests to QEA regarding your Personal Data.

Queen Elizabeth Academy TERMS OF SERVICE

Terms of Service for All Users

The following terms and conditions apply to all Students, and other users who access or use the Site, or otherwise indicate their acceptance to this Agreement. For purposes of this Section of the QEA General Terms of Service, all references to “you” or “your” shall mean you, the individual or organization accessing this Site in any capacity. QEA refers to Queen Elizabeth Academy (Lee Tutoring Inc.)

1. Accessing External Sites

The Site contains links to other sites on the Internet which are owned and/or operated by third-party vendors and other third parties (the “External Sites”). You acknowledge that QEA is not responsible or liable for any such third parties or for the availability of, or the materials located on or through any External Sites. You should contact the site administrator or webmaster for the applicable External Site if you have any concerns regarding such links or the materials located on an External Site.

In addition, QEA may provide you with links to third party sites that offer you services for your use or benefit. We may stop offering any such third party sites or services at any time. **If you choose to use such third party sites or services, you enter into an agreement with such third party alone at your own risk.** When entering into an agreement with such parties, you are giving them your data directly and your rights and their obligations are determined by their privacy policies and terms of service. **We are not responsible for any content or services provided by these third parties, and disclaim all liability from anything that may occur when you utilize such third parties. We are additionally not responsible for any payment that may be asked of you by such third party. You will be notified on the site that these are third party sites and services, and not QEA.**

2. Using our Site

Use of any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping or crawling) is prohibited. QEA reserves the right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorized use of the Site. If you wish to make commercial use of the Site, if you wish to make use of the Site in any capacity other than that of university application, or if you wish to purchase QEA services that utilize the Site, you must have a prior written agreement with QEA to do so, or have accepted QEA’s online terms of service. Please contact us for more information. We reserve the right at all times (but will not have any obligation) to terminate users, and reclaim usernames or URLs, for any reason.

3. User Content

Some parts of the Site, such as message boards and forums or job posting pages, may allow users to post their own content.

You must not post any User Content that is unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, advertisements (other than Job Advertisements permitted by this Agreement), solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any User Content containing official identification information (whether your own or of another person), such as social security number, passport number, national identification number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier. Posting such identification information may lead to identity theft and other adverse consequences. QEA may remove any such identification information, but does not undertake any obligation to do so, and has no responsibility and disclaims all liability for any posting of such identification information. QEA reserves the right to change the display of resume on its Site, including, but not limited to, hiding fields, rearranging its format, and changing visual elements.

Although QEA has no obligation to do so, QEA may monitor User Content, and reserves the right to delete any User Content or portion thereof that, in QEA's sole discretion, violates the above rules, including any User Content that is unrelated to the specific portion of the Site on which it is posted, or that is an advertisement, recruiting or other commercial message (other than Job Advertisements permitted by this Agreement), or that QEA deems in its sole discretion to be inappropriate. If you believe that any User Content violates this Agreement or our policies, please contact QEA immediately so that we may have the opportunity to consider its removal. You acknowledge and agree that QEA does not have any obligation to host or remove any User Content, and i) the interpretation of whether any User Content violates any QEA policy, ii) whether to publish or to withdraw from publication any User Content, and iii) whether to exclude any material that any party seeks to post on QEA, will always remain within the sole discretion of QEA. You agree that QEA has no liability to you or anyone else arising from its editorial decisions. You acknowledge and agree that QEA is an interactive computer service and does not have any obligation to screen any User Content, or to include any User Content (including without limitation to Ads) in its search results or other listings, and may exclude or remove any User Content from publication for any or no reason.

QEA reserves the right to disclose all User Content and other relevant information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its visitors; and to comply with legal obligations or governmental requests. This means, for example, that QEA may honor subpoenas, search warrants, law enforcement or court-mandated requests to reveal a user's electronic address and identity, or other properly requested information. When you post on QEA confidentially, your identity may be discoverable by legal request, including, but not limited to, requests from the government or law enforcement.

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

(2) Civil liability

No provider or user of an interactive computer service shall be held liable on account of-

- (A)** any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or
- (B)** any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (1).

4. License to User Content and Feedback

Only to the extent permitted by law, you grant QEA a nonexclusive, worldwide, perpetual, (revocable only as described below), fully paid, royalty-free, transferable, sublicensable (through multiple layers of sublicensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all User Content you post or submit, for the purpose of publishing material on the QEA website or its publishers, maintaining the QEA website and promoting QEA and such User Content without restriction. You understand that no compensation in any form shall be due or payable to you in connection with QEA's exercise of its rights under the license granted under this Section. To the extent any compensation may be due under applicable law as a result of, or in connection with, QEA's exercise of these rights, you hereby waive any and all rights to such compensation.

Furthermore, you grant to QEA, its affiliates, and sublicensees a license to use your name, user name, and/or trademarks and logos in connection with (i) any such User Content, (ii) any QEA marketing materials containing or incorporating such User Content, or (iii) any actions by QEA to promote or publicize such User Content (e.g. Job Listings), including without limitation the use of keywords in third-party internet search engines.

You represent and warrant that: (i) you own the User Content that you submit, post, display, or otherwise make available on or through the Site, or that you otherwise have the right to grant the license set forth in this section, (ii) such User Content, and its submission, posting, display or availability on or through the Site does not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display or availability on or through the Site does not result in any breach of contract between you and any third party. You agree to pay for all royalties, fees, damages, and any other monies owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless QEA and its affiliates from any claims resulting from any such User Content. If you wish to request to revoke the license granted by you in this Section for any such User Content, please send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request must include (a) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (b) identification of the User Content for which the license is to be revoked, and information reasonably sufficient to allow QEA to locate and remove such User Content on the Site; (c) your name, address, telephone number, and email address; (d) a statement that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content. There may be a charge for answering and executing such a request; please contact QEA for more details.

At your discretion, you may provide feedback and related materials to QEA concerning the functionality and performance of the Site from time to time, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (“Feedback”). If you, through your evaluation or otherwise, provide any Feedback, you hereby grant to QEA a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple layers of sublicensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such Feedback for any purpose without restriction. You agree that QEA may disclose any or all Feedback to any third party in any manner, and you agree that QEA may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is gratuitous, unsolicited and without restriction, and will not place QEA under any fiduciary, confidentiality or other obligation, and that we are free to use such Feedback without any additional compensation to you, and free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any Feedback, QEA does not waive any rights to use similar or related ideas previously known to QEA, or developed by its employees, or obtained from sources other than you.

5. Rules for Using Our Site

You agree not to access (or attempt to access) the Site by any means other than through the interface that is provided by QEA, unless you have been specifically allowed to do so in a separate, written agreement with QEA. You agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site). Unless you have been specifically permitted to do so in a separate, written agreement with QEA, you agree that you will not crawl, scrape, reproduce, duplicate, copy, sell, trade or resell the Site for any purpose. Using or providing any false, fake, or fictitious name or contact information in connection with the Site is grounds for immediate termination of your QEA account and ability to use the Site. You agree that you are solely responsible for (and that QEA has no responsibility or liability to you or to any third party for) any breach of your obligations under this Agreement and for any consequences (including any loss or damage which QEA may suffer) of any such breach.

You agree that you shall not transmit to QEA or upload to or through the Site (whether as User Content or

otherwise) any Harmful Code, or use or misappropriate the Site for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "Trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission. Without limiting the foregoing and by way of example only, users may not:

- Generate or facilitate unsolicited commercial email ("spam"). Such activity includes, but is not limited to:
 - sending messages in violation of the CAN-SPAM Act under U.S. law or any other applicable anti-spam law;
 - imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - data mining the Site or any content, service, or property provided by QEA "QEA Property";
 - sending messages to users who have asked not to be contacted;
 - selling, exchanging or distributing to a third party the contact information of any person without such person's knowledge of, and continued consent to, such disclosure; and
 - using QEA Resume contacts in violation of QEA policy, as determined by QEA, including, for example, as indicated by low response rates from those persons contacted.
- Send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content, or offer to do the same. QEA may block the transmission of such content.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other Harmful Code or items of a destructive or deceptive nature.
- Conduct or forward pyramid schemes or similar programs.
- Transmit content that may be harmful to minors.
- Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email.
- Transmit another's intellectual property or other proprietary or confidential information without such owner's or licensor's permission. Users who repeatedly post intellectual property owned by others will be banned from QEA.
- Violate the legal rights (such as rights of privacy and publicity) of others.
- Promote or encourage illegal activity.
- Interfere with other QEA users' enjoyment of the Site.
- Create multiple user accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretenses.
- Sell, trade, resell or otherwise exploit for any unauthorized commercial purpose, or transfer, any QEA account.
- Modify, adapt, translate, or reverse engineer any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Site.
- Reformat or frame any portion of the web pages that are part of the Site without QEA's explicit written permission.
- Contact other QEA users about multi-level marketing (MLM) programs, jobs that require payment to start, or any topics QEA considers detrimental to its users.
- Create multiple QEA accounts without permission.
- Create multiple QEA accounts not under your corporate or company name, in order to attempt to achieve higher visibility in the free-to-post system.
- Bypass any limitations or suspensions of functionality.
- Provide false information.
- Scrape the QEA Resume database

- Scrape or otherwise replicate any QEA content for competitive purposes
- Use ad blocking or similar software in connection with your use of the Site, if and only to the extent that such software interferes with or prevents the display of Job Ads.

QEA reserves the right to use any User Content (including the content of messages or material sent through or to the Site or QEA) to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. QEA reserves the right to use a variety of methods to detect and block the above anomalous activity and to screen User Content to prevent abuse such as spam or fraud. However, such detection methods are not perfect and false positives may occur. If you use the Site, you agree to QEA enforcing the above rules or attempting to prevent spam, fraud, or other anomalous activity. Such measures may result in a temporary or permanent suspension or termination of your account, of your access to QEA's message relay, or of your use of any other functions of the Site, with or without notice. QEA shall not be responsible or liable for any such suspension or termination, including any consequences thereof. We reserve the right to drop any message, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that QEA suspects to be malicious or spam, or for any or no reason. QEA further reserves the right to conduct investigations to determine whether you are perpetrating a scam, spamming QEA or its users, or otherwise conducting fraudulent activity on QEA by various means, including but not limited to investigating your functionality by setting up profiles and names that belong to QEA. QEA reserves the right to turn over any information gathered via such investigations to the police or other third party if QEA has a good faith belief that you are using the Site in violation of these terms.

You may not use the Site, or otherwise exchange services or money with QEA, if you appear on any of the following lists administered by the United States Government: (a) Bureau of Industry and Security, U.S. Department of Commerce, Denied Persons List; (b) Bureau of Industry and Security, U.S. Department of Commerce, Unverified List; (c) Defense Trade Controls –List of Debarred Parties; and (d) Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels List; and (e) Bureau of Industry and Security, Department of Commerce, The Entity List. If you appear on such a list, QEA may terminate this Agreement and your license to use the Site without any further obligations to you whatsoever.

6. Registering with and Contacting QEA

Some areas of the Site, including areas that may permit you to set up an QEA account, require you to register or provide an email address. If you so register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) be responsible for the confidentiality and use of your username and password, and not transfer or resell your use of or access to the Site to any third party. Please note that any individuals with whom you have shared your username and password and who are able to answer verification questions about your QEA account may receive access to information regarding your QEA account. We reserve the right at all times (but will not have an obligation) to terminate users or to reclaim usernames or URLs. You agree that QEA may, as part of its services to you, communicate with you, or initiate communication with you on behalf of a third party, through your QEA account or through other means such as email, telephone (including mobile phone), or postal mail, including through the use of contact information that you may provide to QEA or that QEA may otherwise obtain from third-party sources. By providing QEA with a mobile phone number, you expressly consent to receiving communication via such mobile number. When you give QEA a mobile number and consent to receiving communication, such communications are inherent to the services you have signed up for. To revoke consent at any time, please email to : vwlee ft 4@gmail .com (remove space when sending email)

7. Disclaimers of Warranties

QEA disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or linked from the QEA search results (including Jobs Listings) or otherwise made available on the Site by QEA or third parties (including User Content), regardless of whether paid for or used for free. QEA disclaims any responsibility or liability

for the accuracy, content, completeness or reliability of information provided by QEA for informational purposes only, including but not limited to, QEA Analytics data like estimated applies or organic traffic, and salary information. You acknowledge you are not paying QEA for the aforementioned information. QEA disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, attachments or material (including User Content). QEA further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site. Under no circumstances shall QEA be liable to you or any third party on account of your use or misuse of or reliance on the Site. Additionally, under no circumstances shall QEA be liable to you or any third party on account of your use or misuse of or reliance on any third party site or service you link to from QEA's Site.

QEA further disclaims all liability for any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery (including attachments), account login, or any other Services provided by QEA as a result of technical problems or traffic congestion on the Internet or any third party website (including but not limited to Applicant Tracking Systems (ATSs)) or combination thereof, including injury or damage to your or to any other person's computer, mobile device or other hardware or software, related to or resulting from using or downloading any Content in connection with the Site or Services. Under no circumstances will QEA be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

THE SITE, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, CAREER GUIDE, USER CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. QEA AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. QEA AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, USER CONTENT, FEATURES, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE. QEA AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY QEA.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA.

8. Limitations of Liability

UNDER NO CIRCUMSTANCES SHALL QEA OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF QEA OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION POSTED ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE ON THE SITE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF QEA AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT YOU PAID QEA TO USE THE SITE. Without limiting the foregoing, under no circumstances shall QEA or its affiliates, or its or their third-party licensors, be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any delay or failure in fulfillment or performance resulting, arising out of or caused by, directly or indirectly, or results from acts, causes, forces or circumstances beyond its or their control, including, without limitation, the following force majeure events: (a) acts of God or natural catastrophes or forces, (b) flood, fire, storm, earthquake, epidemics, explosion or other similar events; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, insurrections, other civil unrest or disturbances, military disturbances or sabotage; (d) government action, order, law or regulation or orders of domestic or foreign courts or tribunals; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor disputes or stoppages or slowdowns or other industrial disturbances or shortage of labor or materials; (i) breakdown, interruptions, loss., fluctuations or malfunctions of utilities (including heat, light or air conditioning), communications, computers (software and hardware, and including, but not limited to, computer viruses), or telephone communication services; (j) internet, computer equipment, telecommunication equipment, electrical power or other equipment or mechanical failures or shortages; (k) loss of data due to power failures or mechanical difficulties with information storage or retrieval systems; (l) non performance of third parties; and (m) other events beyond the control of QEA.

9. Claims of Infringement

U.S. Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by QEA infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC. § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow QEA to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send QEA a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent in writing to QEA Copyright Notice, 1020 Johnsons Lane, Mississauga. (copyright @ qetutoring .com) (remove spaces when sending email). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there are penalties for false claims under the DMCA.

Other Claims of Infringement. For claims of infringement that do not involve a U.S. copyright, please contact us at vwleeft4@gmail.com (remove space when sending email).

10. Governing Law and Dispute Resolution

If you are neither a Student nor an Employer as defined in this Agreement and are not using the Site as intended by QEA, this Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Ontario, Canada.

11. Severability and Reformation

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation. The unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12. Filtering for Minors

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from [GetNetWise](#) and [OnGuard Online](#). Please note that QEA does not endorse any of the products or services listed on such sites.

13. Use of Site by Minors

The Site is not for use by anyone under the age of 16. However, if local laws provide for an alternative minimum age for QEA to lawfully provide the services in the Site to you, then that shall apply as the applicable minimum age. QEA adopts a range of measures to try to ensure that we do not accept individuals who do not meet the minimum age and any other applicable age requirements. If you do not satisfy these age requirements, please email vlee@qetutoring.com (remove spaces when sending email).

15. Beta Products

QEA may offer beta test products or features on our Site. You will know that a product or feature is offered on a beta or test basis because the product name or feature will state that it is offered on a beta or test basis or the name will include the word "beta." These beta test products or features may be offered in limited quantities, in limited locations, and for a limited time. QEA may discontinue or cancel all or part of a beta product or feature at anytime without prior notice to you. ANY BETA PRODUCT OR FEATURE IS IN TESTING PHASE AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, IS BELIEVED TO CONTAIN DEFECTS, AND A PRIMARY PURPOSE OF THIS BETA TEST IS TO OBTAIN FEEDBACK ON THE PRODUCT PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PRODUCT OR FEATURE OR ACCOMPANYING MATERIALS. If you have been invited to test a beta product or feature, you agree that, unless otherwise specifically provided herein or agreed by QEA in writing, any beta product or feature and any documentation provided corresponding with a beta product or feature constitute confidential proprietary information of QEA. You shall permit only authorized users, who possess rightfully obtained access to any beta product or functionality, access to the beta product or functionality or any corresponding documentation. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of QEA.

16. Questions or Complaints

If you have a question or complaint regarding the Site, please use contact us at vlee@qetutoring.com (remove space when sending email)

17. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, including any and all provisions applicable to the parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by QEA. This Agreement, together with any amendments and any additional agreements you may enter into with QEA in connection with the Site, shall constitute the entire agreement between you and QEA concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and an QEA employee shall not constitute an amendment or alteration of this Agreement.

By accessing or using the Site, you signify your assent to this Agreement and agree to comply with all applicable laws and regulations, including U.S. or other export and re-export control laws and regulations, copyright laws and other laws regarding intellectual property. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo, sanctions, or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; (b) on any of the U.S. government lists of restricted end users; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using QEA. If (a), (b), or (c) applies to you, you may not use the Site or Services, and QEA may terminate this Agreement and your access to the Site and Services without any further obligations to you whatsoever. The materials on the Site are provided with “Restricted Rights.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of QEA’s proprietary rights in them.

You understand and acknowledge that QEA or its affiliates, or its or their licensors, owns all right title and interest to the Site and all proprietary rights associated therewith. QEA reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, or other indicia of ownership on the materials accessed through the Site, other than your User Content. Any use of materials or descriptions, any derivative use of the Site or its materials, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event may you frame any portion of the Site or any materials contained therein.

In the event of any irreconcilable conflict between these QEA General Terms of Service and the QEA Ads Program Terms, QEA Resume Program Terms, Seen by QEA Terms, QEA Targeted Ads Terms, Terms of Service for Publishers or other subset of terms as applicable to you, the QEA Ads Program Terms, QEA Resume Program Terms, Seen by QEA Terms, QEA Targeted Ads Terms, Terms of Service for Publishers or other subset of terms as applicable to you will govern with respect to the QEA Ads Program, QEA Resume Program, Seen by QEA, QEA Targeted Ads, Terms of Service for Publishers or other subset of terms as applicable to you, respectively, and these QEA General Terms of Service will otherwise govern. Any waiver of any provision of this Agreement will be effective only if in writing and signed by QEA. This Agreement, together with any amendments and any additional agreements you may enter into with QEA in connection with the Site, shall constitute the entire agreement between you and QEA concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and an QEA employee shall not constitute an amendment or alteration of this Agreement.

Any notices to QEA must be sent to the applicable QEA entity identified in the first paragraph of this Agreement via certified first class or air mail or overnight courier, are deemed given upon receipt, and must reference the Program that is the subject of the notice (i.e., QEA Ads Program, QEA Resume Program, or QEA Publisher Program). Notice to you may be effected by sending email to the email address specified in

your account, or by posting a message to your account interface, and is deemed received when sent (for email) or no more than fifteen (15) days after having been posted (for messages in your QEA Ads interface).

You may not assign or delegate any of your rights or obligations hereunder without QEA's prior written consent and any such attempt is void. QEA may freely assign or delegate its rights and obligations hereunder without notice to you. Additionally, QEA may assign any agreement between you and QEA to any related QEA entity by informing you of such assignment. QEA and you are not in a legal partnership, agency relationship, or employment relationship. When QEA provides the Site or any related services to you, QEA does so solely in its capacity as a service provider.

18. Governing Law and Dispute Resolution

This Agreement and any dispute arising out of or in connection with this Agreement or related in any way to the Site ("Dispute") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Ontario, Canada. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in Ontario, Canada.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in Canada.

11. Class Action Waiver

By using the Site and in return for the services offered by QEA, you acknowledge that QEA can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you agree not to sue QEA as a class or individual plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action or individual lawsuit against QEA regarding your use of the Site. Additionally, as a Student, your use of the Site is at no charge and you acknowledge that part of the price you are paying to use this Site is your acceptance of these terms of service including this Class Action Waiver. If you do not agree to any part of these terms, do not continue your use of the Site.