

## **Passion to Lead**

### **Terms of Use**

**Effective Date:** April 1, 2017

Welcome to [www.passiontolead.org](http://www.passiontolead.org) website (the “**Site**”). The Site is comprised of web pages containing information, resources, and services, provided by the Passion to Lead Society (“**Passion to Lead**”).

Please read these terms of use (the “**Terms**”) carefully before using the Site and any services provided by Passion to Lead through the Site (the “**Services**”).

By using the Site, including by accessing, browsing, or subscribing to the Site, you agree, without limitation or qualification, to be bound by the Terms. If, at any time, the Terms are no longer acceptable to you, you must immediately cease your use of the Site and any materials obtained from or otherwise derived from the Site.

Passion to Lead reserves the right to change, modify, or remove portions of the Site and the Terms at any time, and you agree to be bound by such changes, modifications, additions, or deletions. In the event of a conflict or inconsistency between the terms or conditions of any other agreement you may have with Passion to Lead for any other products or services, the other terms and conditions between you and Passion to Lead will govern and take priority over the Terms.

#### **1. Additional terms**

Additional terms may be presented to you on the Site. You will comply with any additional terms, including any terms that require you to expressly accept them (whether through a click-through or otherwise), and then such terms are incorporated in the Terms by reference.

#### **2. User Profiles**

- (a) You may register with your email address and password to create a user profile. When you register, you may, at your option, provide Passion to Lead with information, including your name, contact information, and profile image. You represent and warrant that such information is current, complete, and accurate. You will not permit any other person to use your password and you will not divulge, share, or compromise your password.
- (b) You bear responsibility for maintaining the confidentiality of your password, and you acknowledge and agree that if your email address and password is used for logging into the Site, Passion to Lead will attribute that use to you and you will be legally bound and responsible for any activities performed under your user account. You will notify Passion to Lead immediately of any unauthorized use of your user account or any other breach of security.
- (c) You consent to Passion to Lead’s use and disclosure of your user profile and all personal information made available by your selections.

#### **3. Intellectual Property**

The Content (as defined below) is protected by copyright and other intellectual property laws, and is owned or licensed by Passion to Lead or the party credited as the provider of the Content

(a “Contributor”). PASSION TO LEAD, the PASSION TO LEAD logo, and all other distinguishing words or logos relating to Passion to Lead and used on the Site are trade-marks of Passion to Lead, and you may not use such marks or any marks confusingly similar in any manner whatsoever, except with the express prior written consent of Passion to Lead. All other trade-marks, official marks, trade names and/or other marks referred to on the Site are the property of their respective owners.

#### **4. Use of the Site**

The Site, including all web pages, content, sounds, software, images, site design, text, graphics, the arrangement of such materials, and other data or information contained on the Site (the “Content”) is provided for informational purposes and non-commercial use only. You may view and print out certain Content from the Site for personal, informational, and non-commercial use but may not otherwise copy, reproduce, modify, collect, republish, process, or catalogue any of the Content, without Passion to Lead’s or, as applicable, the Contributor’s consent.

#### **5. Prohibited Use of the Site**

- (a) Except as expressly permitted under the Terms, you may not use the Site to engage in any unlawful activity or to infringe the rights of any party. Further, you will not:
  - (i) modify, republish, upload, post transmit, sell or distribute in any way the Content, without the prior written permission of Passion to Lead or the applicable Contributor;
  - (ii) translate, reverse engineer, decompile, disassemble the Content;
  - (iii) remove any proprietary notices or labels on the Content;
  - (iv) violate, plagiarize or infringe on the rights of any third party, including trade-secrets, copyright, trade-mark, privacy or publicity, contract or other personal or proprietary rights;
  - (v) compromise, alter, render, or interfere with the operation of the Site, in any way or interfere with anyone’s use of the Site or use the Site to gain unauthorized access to other computer systems;
  - (vi) transmit any unlawful, harassing, libellous, defamatory, abusive, threatening, or harmful material of any kind or nature or transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law or regulation;
  - (vii) impersonate any person or entity on or through the Site;
  - (viii) upload, post, or otherwise make available content that may be considered threatening, abusive, vulgar, obscene, or otherwise objectionable;
  - (ix) copy, reproduce, modify, sell, lease, scrape content from or aggregate, sublicense, market, or otherwise change or commercially exploit in any way the Site other than as may be expressly permitted in writing by Passion to Lead or a Contributor or as permitted pursuant to any fair use, fair dealing, or similar provisions of applicable laws;

- (x) harvest or collect email address or contact information of users other than for the purpose of knowledge sharing and networking on the Site;
  - (xi) post or otherwise make available any unauthorized form of solicitation; or
  - (xii) otherwise violate the Terms or any applicable local, state, provincial, federal, or international law, order, or regulation.
- (b) Any unauthorized use of any Content may subject you to civil liability and criminal prosecution under applicable laws. Any copy of the Site or the Content which you are permitted to make under the Terms will retain all copyright and other proprietary notices in the same form and manner as on the original. These prohibitions do not require Passion to Lead to monitor, police or remove any Submissions (as defined below) or other information submitted by you or any other user.

## 6. User Submissions

- (a) Passion to Lead may provide services on the Site which enable you to communicate with or otherwise share information, including, without limitation, comments, messages, photos, videos, reports, documents (such as summaries of completed and in-progress interventions, and evaluation reports), and other content or materials, with others through the submission, uploading, posting, or otherwise making available of such information on or to the Site (each a **"Submission"**).
- (b) Without limiting the generality of Section 5, you will not submit, publish, display, disseminate or otherwise communicate any libellous, defamatory, inaccurate, abusive, threatening, offensive or illegal material in any Submission. Inclusion or transmission of such material or any material that violates any federal, provincial, or local law or regulations in Canada or the laws of any other jurisdiction where the Site may be accessed from as part of any Submission, will constitute a material breach of the Terms, entitling Passion to Lead to terminate your rights to access or otherwise use the Site.
- (c) You, and not Passion to Lead, have full responsibility for each such Submission you make, including its legality, reliability, appropriateness, and trade-mark, copyright and other intellectual property ownership. **YOU ARE THE DATA STEWARD WITH RESPECT TO ANY DATA CONTAINED IN YOUR SUBMISSION.** Passion to Lead does not and cannot review every Submission and is not responsible for, nor does it endorse, any content of the Submissions. You remain solely responsible for the content of your Submissions.
- (d) By providing Submissions to any part of the Site, including, without limitation, message boards, document repositories, messaging system, and discussion forums, you grant to Passion to Lead and sublicensees a royalty-free, perpetual, irrevocable, transferable, worldwide, non-exclusive right to access, view, copy, use, reproduce, modify, adapt, publish, translate, create derivative works from, backup, distribute, store, communicate to the public, process, perform and display the Submission (in whole or in part) in any form, media, or technology now known or later developed for Passion to Lead's administration and operation of the Site and the provision of the Services for the full term of any rights that may exist in such Submission.

- (e) Subject to the license rights you granted to Passion to Lead and any sublicensees under the Terms, you retain ownership of any copyrights or other intellectual property rights in your Submissions, and Passion to Lead does not claim any ownership rights in your Submissions.
- (f) You represent and warrant that:
  - (i) you own or have secured all necessary licenses, rights, consents and permissions to use, and to authorize Passion to Lead to use, any trademarks, copyrighted material or other intellectual property and/or proprietary material contained in your Submission;
  - (ii) you have the written consent, release and/or permission of every identifiable individual person appearing or referenced in your Submission to use his/her name, likeness, or any other personally identifiable information, or if you do not have such consent, you have anonymized or de-identified all information in your Submission such that the content of the Submission cannot be analyzed, reverse engineered, or otherwise used to identify a specific individual;
  - (iii) you have complied with all regulations, statutes, laws, orders, and code of ethics, to which you are bound, including, without limitation, any privacy or data protection legislation, in your creation, development, collection, use, or disclosure of any content in any Submission;
  - (iv) your Submission does not and will not infringe or otherwise violate the rights of any party in copyright, trademark or other intellectual property right recognized in any jurisdiction; and
  - (v) the holder of any rights in such Submission, including any moral rights, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated in Section 6(d) above.
- (g) You will pay for all royalties, fees, damages and any other monies owing to any person by reason of any Submissions posted by you to or on the Sites.
- (h) Unless otherwise explicitly stated herein or in the Privacy Policy, any Submission provided by you to the Site is provided on a non-proprietary and non-confidential basis.
- (i) Passion to Lead takes no responsibility and assumes no liability for any Submissions posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services on the Site, Passion to Lead only provides an information repository and networking platform and is not liable for any statements, representations, or Submissions provided by any of its users.
- (j) Passion to Lead may remove any Content from the Site at any time for any reason whatsoever, including, without limitation, due to the presence of any personal information that may be used to identify any specific individual in any Content.

## 7. Disclaimers

- (a) **Accuracy of the Content.** All Content is provided on an "as is", "as available", and "with all faults" basis for informational purposes only and is subject to change without notice. While the Site is regularly updated, the Content may be inaccurate, out-of-date, or otherwise incorrect.
- (b) **Specific Disclaimer.** Any Submissions, including, without limitation, any information relating to medical conditions and the treatment or prevention of such conditions, are the views of the Contributors and are not the views of Passion to Lead. Passion to Lead does not endorse or recommend any Submission, and the Content is not intended to substitute for your own judgment.
- (c) **Liability Disclaimer.**
  - (i) PASSION TO LEAD PROVIDES THE SITE, THE CONTENT, AND THE SERVICES ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM AS PERMITTED BY LAW,
  - (ii) PASSION TO LEAD DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE CONTENT AS PROVIDED ON THE SITE INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING CURRENCY, FREEDOM FROM ERRORS, TITLE, OMISSIONS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, RELIABILITY, TRUTHFULNESS, NON-INFRINGEMENT, EFFECTIVENESS OF TREATMENT PROTOCOLS OR PROGRAMS, AND TIMELINESS OF ANY PRODUCT OR SERVICE.
  - (iii) PASSION TO LEAD DOES NOT WARRANT THAT THE SITE, ITS SERVERS, THE CONTENT, AND ANY COMMUNICATIONS FROM THE SITE ARE FREE OF VIRUSES, MALICIOUS CODE, UNAUTHORIZED PROGRAMS OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND ANY CONTENT CONTAINED THEREIN IS AT YOUR SOLE RISK.

## 8. Limitation of Liability

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT PASSION TO LEAD, ITS SPONSORS, FUND PROVIDERS, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, LICENSORS AND LICENSEES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES, RELATED TO, OR ARISING FROM, DIRECTLY OR INDIRECTLY:
  - (i) YOUR USE OR INABILITY TO USE THE SITE OR THE SERVICES;
  - (ii) YOUR USE OF OR RELIANCE ON THE CONTENT CONTAINED IN OR THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF ANY CONTENT; OR

- (iii) ANY OTHER MATTER RELATED TO THE SITE.
- (b) YOU AGREE THAT PASSION TO LEAD, ITS SPONSORS, FUND PROVIDERS, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, LICENSORS AND LICENSEES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF THE SITE OR THE SERVICES OR IN RELIANCE OF THE CONTENT AVAILABLE ON THE SITE, INCLUDING ANY BUSINESS INTERRUPTION, UNAVAILABILITY OR NON-PERFORMANCE OF THE SITE, ERRORS, OMISSIONS, VIRUSES, MALICIOUS CODE, LOSS OF USE, LOST DATA, LOST PROFITS OR ANY OTHER PECUNIARY LOSS, WHETHER IN ACTION OF CONTRACT, CIVIL LIABILITY, NEGLIGENCE OR OTHER TORTUOUS ACTION, EVEN IF PASSION TO LEAD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE.
- (c) PASSION TO LEAD'S MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THE TERMS FOR ANY AND ALL DAMAGES, INJURY, DEATH, PROPERTY DAMAGE AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE TERMS, THE SITE, THE SERVICES, THE CONTENT, THIRD PARTY SITES OR YOUR USE OF THE SITE, THE SERVICES, THE CONTENT, AND THIRD PARTY SITES WILL BE FIVE DOLLARS (\$5.00). The existence of multiple claims or suits under or related to the Terms, the Site, the Services, Content, or Third Party Sites will not enlarge or extend the maximum amount for which Passion to Lead is liable.
- (d) The damage exclusions and limitations of liability in this Section 8 of the Terms will apply even if any remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions of damages may not apply to you.

## **9. Your Personal Information**

Passion to Lead collects, uses, discloses, and safeguards your personal information in accordance with the Privacy Policy of the Site. The Privacy Policy is incorporated into the Terms and is available [here](#). By providing your personal information to Passion to Lead through the Site or otherwise, you consent to the use of your personal information in accordance with the Privacy Policy.

## **10. Indemnity**

You will indemnify, defend and hold harmless Passion to Lead, its sponsors, fund providers, affiliates, and their respective directors, officers, employees, representatives, licensors and licensees, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of the Terms, your use of the Site, the Services, or the Content, your Submissions, or your violation of any law or the rights of a third party. Passion to Lead reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will cooperate as fully as reasonably required in the defense of any such claim.

## **11. Third Party Websites**

- (a) The Site may contain links or references to other websites (the “**Third Party Sites**”) which, unless otherwise indicated, have been independently developed by third parties. Because Passion to Lead has no control over such Third Party Sites, access to any such sites is at your own risk. Such Third Party Sites are in no way investigated, monitored or checked by Passion to Lead, and the Third Party Sites may contain terms, conditions and policies, including privacy policies, confidentiality provisions and ownership provisions that differ from the Terms.
- (b) Passion to Lead assumes no responsibility or liability whatsoever for the content, accuracy, reliability or opinions expressed in a third party site and disclaims all representations and warranties, express and implied, including, without limitation, implied representations or warranties of merchantability, durability, merchantable quality, fitness for a particular purpose, title, non-infringement, security, or accuracy, with respect to the products, services, and content obtained from a third party site.

## **12. Suspension and Termination**

Passion to Lead may, in its sole discretion, terminate the Terms with you and terminate or suspend your access to all or part of the Site, or any portion thereof, at any time without notice and for any reason, including and without limitation, breach of the Terms or transmission of any illegal or offensive content or unsolicited advertising to the Site. Sections 3, 6, 7, 8, 10, 11, 12, 13, and 14 survive termination.

## **13. Jurisdictional Restrictions**

Passion to Lead makes no representation that materials on the Site are appropriate or available for use in all locations and may be void where prohibited by law. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **14. Governing Law and Jurisdiction**

The Terms are governed by and are to be construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein, without regard to its conflict of law provisions. You hereby submit to the exclusive jurisdiction of the courts located in British Columbia for any and all disputes, claims, and actions arising from or in connection with the Site and the Terms.

## **15. Severability**

If any provision of the Terms will be deemed unlawful by a court of law, then the impugned provision will be deemed severed and will not affect the validity and enforceability of any remaining provisions.

For questions or comments, please contact Passion to Lead at:

Passion to Lead Society  
[Please insert full mailing list]  
Phone: [Please insert]  
Email: [Please insert]

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## **Additional Terms for Elements of SUCCESS Program**

In addition to Passion to Lead's Terms of Use, the following additional terms apply to the Elements of SUCCESS Program (the "SUCCESS Program"):

### **1. Eligibility**

In order to be eligible to become a Certified Elements of SUCCESS Trainer (a "Certified Trainer"), you must meet one or more of the following criteria:

- (a) Currently working for a school as a teacher, counselor, social worker or community coordinator;
- (b) Currently working for a non-profit who's mandate is to support the health, well-being or education of young women and youth; or
- (c) An International Coach Federation trained coach, in good standing, with at least 50 hours of training and 50 hours of coaching experience working with young women.

### **2. Application Process**

Please complete the online application form to become a Certified Trainer on the Site. Incomplete applications will not be considered. Once your complete application has been received by Passion to Lead, Passion to Lead will consider your application to enroll in the SUCCESS Program. Passion to Lead estimates the preliminary review of your application for the SUCCESS Program to take 5-7 business days, and, following such review, a semi-formal interview between you and Passion to Lead's representative will take place at a time agreed upon between you and such representative via phone or Skype.

Passion to Lead may change the application review process at any time or change the process as it applies only to certain applicants or classes of applicants. Applicants will be accepted or rejected in Passion to Lead's sole discretion.

### **3. Elements of SUCCESS Program**

If you are accepted to enrol in the SUCCESS Program, you will receive an email with confirmation and access information to the SUCCESS Program. Your use of the SUCCESS Program will be governed by the following additional terms:

- (a) You must complete the SUCCESS Program with 30 days of being granted access to the SUCCESS Program.
- (b) Upon completion of the SUCCESS Program, you will have an oral review of the SUCCESS Program with one of Passion to Lead's representatives.
- (c) Following the oral review, Passion to Lead will determine if you have successfully completed the SUCCESS Program, such decision is made by Passion to Lead acting in its sole discretion.

### **4. Certification**



If you successfully complete the SUCCESS Program, Passion to Lead will invite you to become a Certified Trainer. In order to become a Certified Trainer, you will be required to complete a licensing agreement (“**License Agreement**”) between yourself, your institution, organization or business and Passion to Lead. In addition to certain terms and conditions, the License Agreement will have an initial term of one year and provides the Certified Trainer with the opportunity to order the workbooks and other pertinent teaching materials. Subject to the terms of the License Agreement, as a Certified Trainer, the following will apply to you:

- (a) You will receive your teacher’s training manual with step by step instructions on how to run the SUCCESS Program.
- (b) You are then free to run the SUCCESS Program for an entire year. After one year, the License Agreement will expire if you do not schedule your annual trainers review.
- (c) You may run up to five SUCCESS Programs per contract year with up to 20 participants per program. Should you have more than 20 participants in one program, you will be required to have an Elements of Success trained and licensed co-facilitator with you. This is to ensure the safety within the learning environment and to protect the quality of learning for participants.
- (d) You will be required to complete a program status update after module four, seven and upon completion of the community project. At any point you can contact Passion to Lead for support; however, these three checkpoints are important to ensure Passion to Lead can offer the best support possible to you and your participants.
- (e) Element of SUCCESS workbooks are purchased through Passion to Lead. If your organization or school has funding restrictions, you may complete the [literacy support form \(“LSF”\)](#). Depending on funding availability it may be possible to allocate funds to support organizations in need with training materials.
- (f) Passion to Lead has a one-for-one model with Passion to Lead’s online training program. For every trainer who pays the full tuition fee, one certification training will be given to a teacher or community worker in a developing nation and those teachers can apply for workbook funding support by completing the LSF.
- (g) At this time the participant workbook only comes in English and Spanish. Passion to Lead is currently reviewing opportunities to translate into Hindi, Punjabi, French, and Swahili. Should this be the dominant language of your students, please contact us for support.
- (h) If at any time you leave the organization, school or business you registered with during the train the trainer program, you must advise us immediately as you cannot use the materials for the SUCCESS Program within another school, institution or organization without Passion to Lead’s prior written permission. This is to protect the integrity of the SUCCESS Program and ensure Passion to Lead’s funders are up to date on where the SUCCESS Program is being offered.

The obligations set out above are for information purposes only, as your rights and obligations as a Certified Trainer will be set out in the License Agreement (which remains subject to change by Passion to Lead at any time). If you have questions about the SUCCESS Program, please contact Passion to Lead.