



**syiccn**  
for youth by youth

## **Youth in Transit: Growing Out of Care Digital App Terms of Use**

### **1. TERMS OF USE**

By downloading, browsing, accessing or using this Youth in Transit mobile application ("**Mobile Application**"), you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile Application and your use of the services offered on the Mobile Application. Continued use of the Mobile Application will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Mobile Application after the date such revised Terms are posted.

The information provided on the Mobile Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Mobile Application from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **2. DEFINITIONS**

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"**Account**" means an account created by a User on the Mobile Application as part of Registration.

"**Privacy Policy**" means the privacy policy set out in Clause 14 of these Terms and Conditions of Use.

"**Register**" means to create an Account on the Mobile Application and "Registration" means the act of creating such an Account.

"**Users**" means users of the Mobile Application, including you and "User" means any one of them.

### **3. GENERAL ISSUES ABOUT THE MOBILE APPLICATION**

3.1 *Applicability of terms and conditions:* The use of the Mobile Application are subject to these Terms and Conditions of Use.



**syiccn**  
for youth by youth

**3.2 Location:** The Mobile Application is intended solely for use by Users who access the Mobile Application in Canada. We make no representation that the information available is otherwise suitable for use outside of Canada. Notwithstanding the above, if you access the Mobile Application and use the information from locations outside Canada, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.

**3.3 Scope:** The Mobile Application is for your non-commercial, personal use only and must not be used for business purposes.

**3.4 Equipment and Networks:** You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

**3.5 Permission to use Mobile Application:** If you are not the bill payer for the mobile telephone or handheld device being used to access the Mobile Application, you will be assumed to have received permission from the bill payer for using the Mobile Application.

**3.6 User Registration:** You will be required to register with the Mobile Application. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

**3.7 Prevention on use:** We reserve the right to prevent you using the Mobile Application.

#### **4.YOUR OBLIGATIONS AND PROHIBITED ACTIVITIES**

**4.1 Accurate information:** You warrant that all information provided on Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.

**4.2 Content on the Mobile Application and Service:** It is your responsibility to ensure that any information available through the Mobile Application or the linked Services meet your specific requirements before use.

**4.3 Prohibitions in relation to usage of Services or Mobile Application:** Without limitation, you undertake not to use or permit anyone else to use the Mobile Application:-

4.3.1 to send or receive any material which is not civil or tasteful

4.3.2 to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in



**syiccn**  
for youth by youth

contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;

4.3.3 to send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;

4.3.4 to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

4.3.5 to cause annoyance, inconvenience or needless anxiety;

4.3.6 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;

4.3.7 for a purpose other than which we have designed them or intended them to be used;

4.3.8 for any fraudulent purpose;

4.3.9 other than in conformance with accepted Internet practices and practices of any connected networks;

4.3.10 in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or

4.3.11 in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

4.4 *Prohibitions in relation to usage of Services, Mobile Application:* Without limitation, you further undertake not to or permit anyone else to:-

4.4.1 furnish false data including false names, addresses and contact details;

4.4.2 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);

4.4.3 execute any form of network monitoring which will intercept data not intended for you;

4.4.4 extract data from or hack into the Mobile Application;

4.4.5 use the Content or Mobile Application in breach of these Terms and Conditions of Use;

4.4.6 engage in any unlawful activity in connection with the use of the Mobile Application or the Content; or

4.4.7 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Mobile Application or Content.

## 5. RULES ABOUT USE OF THE CONTENT AND THE MOBILE APPLICATION



**syiccn**  
for youth by youth

5.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Content or the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at 1-888-528-8061.

5.2 We do not warrant that your use of the Content or the Mobile Application will be uninterrupted and we do not warrant that any information stored via the Mobile Application will be stored accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Content and the Mobile Application, access to the Content and the Mobile Application may be suspended, restricted or terminated at any time.

5.3 We do not give any warranty that the Content and the Mobile Application are free from viruses or anything else which may have a harmful effect on any technology.

5.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Content on the Mobile Application from time to time. Your access to the Mobile Application and/or the Content may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or content. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Content from the Mobile Application at any time.

5.5 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

## **6.SUSPENSION AND TERMINATION**

6.1 If you use (or anyone other than you, with your permission uses) the Mobile Application, any Content in contravention of these Terms and Conditions of Use, we may suspend your use of the Mobile Application.

6.2 If we suspend the Mobile Application, we may refuse to restore the Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

6.3 Saskatchewan Youth in Care and Custody Network Inc. (SYICCN Inc.) shall fully cooperate with any law enforcement authorities or court order requesting or directing SYICCN Inc. to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

6.4 Without limitation to anything else in this Clause 6, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Mobile Application; (b) suspend



**syiccn**  
for youth by youth

your use of the Mobile Application; and/or (c) suspend the use of the Mobile Application for persons we believe to be connected (in whatever manner) to you, if:

6.4.1 you commit any breach of these Terms and Conditions of Use;

6.4.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or

6.4.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

6.5 Our rights under this Clause 6 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## **7. DISCLAIMER AND EXCLUSION OF LIABILITY**

7.1 The Mobile Application, the information, and content on the Mobile Application and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

7.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Mobile Application and its contents, including in relation to any inaccuracies or omissions in the Mobile Application, quality, fitness for a particular purpose, accuracy, or availability.

7.3 We do not warrant that the Mobile Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

7.4 While we may use reasonable efforts to include accurate and up-to-date information on the Mobile Application, we make no warranties or representations as to its accuracy, timeliness or completeness.

7.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the mobile application and the content offered in the mobile application, your access to, use of or inability to use the mobile application or the content offered in the mobile application, reliance on or downloading from the mobile application and/or content, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss, use, data or other intangible, even if we have been advised of the possibility of such damages.

7.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by



**syiccn**  
for youth by youth

you in connection with the Mobile Application and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

7.7 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

7.8 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application, or electronic mail transmitted to and from us, will not be monitored or read by others.

## **8. INDEMNIFICATION**

8.1 You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Mobile Application with whom you connected via the Mobile Application. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 All editorial content, information, photographs, audio, video, illustrations, artwork, source code, and other graphic materials, and names, logos and trade marks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

9.2 Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.



**syiccn**  
for youth by youth

9.3 We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

## **10. THIRD-PARTY WEBSITES AND CONTENT**

10.1 The Mobile Application may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Mobile Application or any Third-Party Content posted on, available through, or installed from the Mobile Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

10.2 Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Mobile Application and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Mobile Application or relating to any applications you use or install from the Mobile Application.

10.3 Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **11. MODIFICATIONS AND INTERRUPTIONS**

11.1 We may periodically make changes to the contents of the Mobile Application, including to the descriptions and information advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.

11.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the



**syiccn**  
for youth by youth

Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 The Mobile Application can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Mobile Application both you and we agree that the laws of Saskatchewan, Canada, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Mobile Application.

12.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of Saskatchewan, Canada in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

## **13. PRIVACY POLICY**

13.1 The Saskatchewan Youth in Care and Custody Network Inc. (SYICCN INC.) respects the privacy of our users. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our Mobile Application. Please read this Privacy Policy carefully.

13.2 We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of this Privacy Policy. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Mobile Application after the date such revised Privacy Policy is posted

13.3 This Privacy Policy does not apply to any external link you may follow from content within the Mobile Application. We are not responsible for any of the data collected by any such third party.

13.4 All demographic and/or personally identifiable information entered into the Mobile Application will be stored in an encrypted manner on a remote server. No personal information will be collected by the SYICCN INC. No personal information will be shared by the SYICCN INC.