Terms and Conditions

Please read these Terms and Conditions of Use (‘Terms’) carefully before using www.ridersedge.ca (‘the Website’). These Terms apply to all users of this Website including casual browsers.

Part A applies to all users of the Website
Part B applies if you enroll for a ridersedge.ca course online

Part A

1. Terms applying to all users of the ridersedge.ca website.

Additional terms and conditions apply if you enroll in a course (Part B). This will be drawn to your attention during the process of enrolment. The terms ‘we’, ‘us’, ‘ridersedge.ca’, and the ‘Company’ mean MSI Motorcycle Safety Institute Inc.

170-422 Richards Street
Vancouver, BC V6B2Z4

which is the owner of this Website, trademark and brand, and 'you' means the user of this Website. We reserve the right to withdraw all or part of the Website at any time.

By using this Website you agree to be bound by these Terms, the Privacy Statement and the Copyright Statement.

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website.

We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website between the scheduled maintenance window of approximately 01.00 and 02:30 GMT each day. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of the Company.

You accept that you will not have a claim for breach of contract (either against us or your Service Provider) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held
responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue
- any loss or corruption of data
- any indirect or consequential loss

The exclusions and limitations of liability contained in this section do not apply to:

- loss or damages arising from our fraudulent misrepresentation
- any other losses which may not be excluded or limited by law

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

The receipt of the services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so.

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Canadian courts.

2. Purpose of the Website

The purpose of the Website is to provide individuals and businesses with information on the range of courses, centers, products and other services offered by or via the Company.

3. Copyright

The materials on this Website are protected by our and by third party copyright and other intellectual property rights as described in the Company's Copyright Statement.

4. Ridersedge.ca Community

The Company offers all users of the Website over the age of 16 the option of joining the online Community. Please note that the Community is not intended for under 16s. If we discover anyone under this age has registered, their access will be removed immediately. This area enables you to post
comments on and discuss both the content and service provided on the Website, the courses offered via the Website and the general learning experience with your fellow learners and tutors. For the avoidance of doubt, any comments or materials that you post on any area of the website are subject to this paragraph.

We provide the "Community" to you as a paid service. We do not make any guarantee as to the availability, performance or continued provision of these services and reserve the right to modify or to terminate the provision of all or any of these services at any time. Availability of the service may be interrupted from time to time for maintenance purposes. We also reserve the right to establish general rules and limits concerning use of the "Community". We shall notify you via these terms and conditions if we amend any such rules or limits.

You agree that we have no responsibility or liability for the deletion or failure to store any messages or other communications that you send or receive using the "Community".

You acknowledge that you are solely responsible for any content or other materials that you send or post to the "Community" or any part of the Website and that all communications may be moderated by us and that the Company reserves the right to remove any message which is inconsistent with our aim of promoting an inclusive environment. All chat sessions are logged and any complaints will be investigated by the Company. You agree not to use the "Community" or any part of the Website:

- for any unlawful purposes
- to transmit, store or communicate any material which is obscene, offensive, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful (particularly to minors), an invasion of privacy, defamatory, libelous, vulgar or otherwise objectionable
- to transmit, store or communicate any material which infringes our or any other person's copyrights, trademarks, patents, moral rights or other intellectual property rights of any nature
- to transmit, store or communicate any material that contains images, audio or video recordings, software or other material protected by intellectual property laws (or by the rights of confidentiality or privacy, where applicable) unless you own or control the rights thereto and have received all necessary consents and agreement in relation to any third parties' interest in the material
- for commercial purposes including without limitation the publishing or circulation of any promotion, or advertisement, or the solicitation of funds or the sale or supply of goods or services;
- to transmit, store or communicate any material which is likely to have a detrimental effect on our or any other person's reputation
- harvest content or IP addresses or transmit or communicate any material which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of this Website or server or any other computer or that contains any unsolicited or unauthorized materials, chain letters, junk mail, spam or similar
- to transmit any material which is likely to cause harm to the Company or anyone else's computer systems, including but not limited to any virus, code, worm, data or other routine purposely designed to damage or cause any defect, error, malfunction or corruption to any computer system
- to restrict or in any way inhibit any person from using this Website
- to transmit, store or communicate any material which is irrelevant to the subject matter
- to transmit, store or communicate any material in breach of the Computer Misuse Act 1990
- to impersonate or falsely state or misrepresent your association with any entity or person including without limitation the Company, tutors or other learners
• to delete any author contributions, legal notices or proprietary designations or labels in any file which is uploaded or falsify the origin or source of the material which is transmitted or communicated
• to obtain, collect or store any personal data about any visitors or learners of the Website
• to transmit applications which make excessive demands on bandwidth
• to use the "Community" facility provided through this Website, or to receive any newsletter or service under more than one user name and/or user account number without the consent of the Company

By posting a message on the Website you warrant that your message complies with the terms and conditions, and/or any relevant laws and regulations in force from time to time, and agree to indemnify the Company against all legal fees, damages and other expenses that may be incurred by the Company as a result of your breach of this warranty.

If you discover any material or behavior of other users which you think is unacceptable or in breach of these terms and conditions you should report it to us. We will deal with it at our discretion. For Contact details, see paragraph 8.

If you post any comments or content on the Website you grant the Company and the provider a non-exclusive royalty free perpetual irrevocable right and license to reproduce, modify, edit, adapt, publish, translate, distribute and display such materials in any and all media now known or in future created throughout the world and authorize others to do so. You further agree to irrevocably and unconditionally waive all moral rights which you may have in respect of any material posted by you on the website.

5. Removal of content and response to complaints

In the event that you send any content that breaches the provisions of the above paragraph, the Company reserves its right to remove that content or disable access to it and to respond to any complaints made by a third party in respect of that content. The Company will not be liable to you if it removes any content because it believes that such content breaches the provisions of these Terms.

The Company shall have the right without notice to record the IP address from which any user submitted content is transmitted or communicated through this Website. The Company may also preserve any content that you send or receive if required to do so by law or if reasonably required to ensure compliance with the Terms or to respond to third party complaints about such content.

The Company reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

6. Third Party Links

We may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of the Company. Any link (including without limitation any links posted by other users of the Website) are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding
you enter into with a third party through a third party website. If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. The Company does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

7. Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

8. Contact us

Email: admin@ridersedge.ca
Telephone: 604-781-1762
Monday to Friday 10am to 5pm PST

Part B

9. Terms applying if you enroll for a ridersedge.ca course online

Please read these Terms and Conditions of Use carefully prior to enrolling in a course, as they apply to your learning when you enroll in a ridersedge.ca course online.

For the purposes of these Terms:

- **‘we’, ‘us’, and the ‘Company’** mean MSI Motorcycle Safety Institute Inc. and ‘ridersedge.ca ’ is the brand name the Company uses for its learning services
- **‘you’** means the learner
- **‘advisor’** the person who provides general support while you are learning
- **‘tutor’** the person who provides you subject support for your course
- **‘enroll’** means the process of enrolling for a course
- **'services'** means the support we provide to you on the Website where your learning takes place, the online course materials you use on the Website and the tutor and other support we provide to you
- **'course''** means this course that you are signing up to learn
- **'course fee'** means the fee you may be asked to pay to study this course

10. Enrolment

We will help you to choose the correct course. We will assess your skills and knowledge and provide advice and information before you start learning to make sure you choose the right course.
We will provide you with the online course materials for the course and access to ridersedge.ca and its tools and resources for learners.

By accessing your course you will be deemed to have accepted these Terms.

11. Your course

Your course is a mixture of online software, tools and information in the Website, and tutor support from us. The contents of the course are listed in the course syllabus. The course is designed to help you to achieve the qualification you have chosen with support from us.

Whether you pay a fee or not, you are not "buying" the course. You are being licensed to "use" the course while you are on the course. You cannot "keep" the course for ever. You cannot give or sell the course to anyone else. The course always remains the property of the Company.

12. Quality of the services

We will use reasonable skill and care in providing the services to you. We will do so according to the qualification content set out in the agreement. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is given in more detail on the Website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs.

We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the Website subject to your successful achievement of that qualification).

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms whether implied by law, conduct, and statute or otherwise are hereby excluded to the maximum extent permissible at law.

13. Password

When you registered, you were given a user name and password. You must take care to keep your user name and password confidential. You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your username and password. You must tell us immediately of any unauthorized use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure. We will never email you or ask you on the phone for your password. If anyone asks you for your password you must tell your tutor or advisor.

We will provide you with access to your course once you have enrolled. You will need to log on using your user name and password to use the course.

14. Course fee
You agree to pay us the course fee, including applicable taxes, if a fee is required for the course. All prices are based in United States Dollars (USD) unless otherwise indicated, and exclude taxes.
15. Provision of the Services

**Help:** You will find help with your learning in several ways. There are videos, "how to" guides and frequently asked questions (FAQs) on the Website. You can email your advisor or tutor.

**Tutor Support:** When you enroll in your course we will assign a tutor to support you through the course. Your tutor will contact you regularly to discuss your progress. You must keep in touch with your tutor on a regular basis if you are going to continue in the course. Your tutor will help you with any questions about your course. This includes how to use the course online, specialist advice about things you are learning in your course, or any other aspect of your learning.

**Computer compatibility:** You can log onto the Website from any computer using your assigned user name and password. Not all computers have all the software needed to use every course ridersedge.ca provides. We do not make any commitment that the course software will be compatible with or operate with the software or hardware on your computer. If your computer does not have the necessary software installed our advisor will help you to download the software (at your cost and risk) that should allow you to use the course. If it cannot, we will help you to choose another suitable course, or refund any course fee you have paid. If we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the course, you do so at your own risk. There is a "How to" guide called "Setting up my Computer for Learning" on the Website. We use cookies to check the compatibility of your system with some of our services.

**Technical Support:** We provide technical support to learners to help them to use our courses. Please contact an advisor for technical help using the ridersedge.ca courses. There is a FAQ and a "How to" guide and a contact form on the Website. We will use reasonable skill and care in providing any technical support and to ensure that this service is available to you. The Company cannot guarantee uninterrupted availability of technical support. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to take advantage of such technical advice you must strictly follow that advice.

**System downtime:** We may need periods of downtime to maintain the Website. Technical support may not be available during such periods of downtime. The Company tries to ensure that the Website is available 24 hours a day 7 days a week. The Company reserves the right to suspend access to the Website between the scheduled maintenance window of approximately 01:00 and 02:30 GMT each day. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of the Company.

16. Your right to use the course and your related obligations

On payment of the course fee, we grant to you a license for you to use the course for your own use only. This is for the sole purpose of non-commercial use at home, at work or any other lawful location in connection with the receipt of the services. You can only use the course while you are learning, and for a period afterwards. You cannot "keep" the course, and it is not yours to sell or give to anyone else.

You may make copies of sections of the course as they appear on the Website if you need to while you are
doing the course for your own use only. You may print for your personal use only as many pages of the course on the Website as are reasonable for your own private study purposes.

You may not change, copy (except as permitted above), reproduce, re-publish, upload, post, transmit or distribute in any way any part of the course. Any use of the course not permitted in these Terms is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, or the copyright or other intellectual property rights of people who write courses for us.

17. Your right to cancel the course

If you change your mind within 7 days of buying the course, please contact us by email to let us know. If you are entitled to a refund of any course fee, this will be paid to you within 30 days of the date of your cancellation.

You agree that you will lose your right to cancel the course and get a refund of any course fee you have paid if you have started using the course.

Your statutory rights in the event of receiving faulty goods are not affected.

18. Our rights to stop providing the services to you

We will make the course available to you via the Website from enrolment until the earlier of;

- you tell your tutor or advisor, in writing, by email that you have completed the course and no longer require access to the services or,
- 90 days after your tutor marks the course as completed or achieved or,
- you do not answer tutor emails or calls to you, and/or you do not do any activity in your course, for a period of longer than 28 days while you are on the course (unless you have agreed a break with your tutor in advance) or,
- the Company decides that your actions are unacceptable.

In any of the events above, we will withdraw your access to the course. If you wish to use the services after your access to the course has been withdrawn, you will need to enroll again.

We reserve the right to stop providing the services to you immediately if:

- you do not follow the way in which you are allowed to use the course and the Website; or
- you act in such a way as to threaten, intimidate or otherwise harass our staff or other learners; or

If we exercise this right we will tell you by email or by your chosen route. We will then immediately withdraw your access to the course.

19. Complaints

If you are not satisfied with any aspect of the services, please speak to your tutor or advisor, or contact us in the manner described in "Contact us" section in the learning planner.
20. Our liability to you

We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include but are not limited to fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

We are not liable for any data that you lose either as a result of accessing the course or during completion of any course on the Website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course, and all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us to you of the services, which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid or is payable by you or on your behalf.

21. Privacy and data protection

We treat your privacy very seriously. The information that you provide to us when you enroll for a course or at any other time is subject to the Company’s Privacy Statement. Please read this. It sets out what information we collect, when we collect it, what we use it for, and who we can give it to. If you would like further details about the information we collect and how it is used, please ask your tutor. By using this Website you agree that you have understood and accept the terms of the Privacy Statement.

22. Contact us

Email: admin@ridersedge.ca
Telephone: 604-781-1762
Monday to Friday 10am to 5pm PST

23. General

Subject to the terms of any agreement we conclude with you, if you enroll in a course, we reserve the right to withdraw all or part of the Website at any time.

These Terms are governed by and will be understood in accordance with English law. The contract between us is concluded in the English language. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Canadian courts.
These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under any applicable Act or otherwise. The continued use of the Website following any changes to the Terms will mean that you accept such changes.

Last Updated: August 2015
Privacy Statement

This notice provides a summary of the full Company Privacy Statement. Both the notice and the Privacy Statement apply to information collected by the Company via the ridersedge.ca website.

Personal Information

We collect personal data about you when you enroll as a learner. At enrolment, we may ask you for sensitive personal data and for your consent to use it for a specific purpose. If you do not wish to provide this information, you may select the Not Known/Not Provided option.

Purposes and Disclosures

We use your personal information to deal with your queries, to provide you with the services you request, customer feedback and for general statistics and research.

Depending on the preferences indicated by you, we may use your personal data to contact you about developments and offers. We may disclose your information to third parties who may take over some or all of the Company business in the future.

By using the Website you accept the terms of this privacy statement, the copyright statement and the terms and conditions on the Website.

Our commitment to privacy

This privacy statement explains how the Company collects information from you via the Website or in any manner expressly described in the privacy statement and how this information is then used. When you provide us with your personal data you consent to us processing all such personal data as set out in the privacy statement. Please read this privacy statement carefully and revisit this page from time to time to review any changes that we may have made. If you have any questions, comments or concerns about how we handle your personal information, please contact us.

Links

Our Website contains links to other websites. We are not responsible for the privacy policies of other sites and we advise you to read the privacy statement of every website that collects personal information from you.

Other information

You should note that if our business (or any part of it) is sold or transferred at any time, the information we hold may form part of the assets transferred although will still only be used in accordance with this privacy statement.

Last updated: August 2015
Copyright Statement

Your use of the content provided on the website at www.ridersedge.ca (the "Website") is subject to the terms of this Copyright Statement.

This website is owned by MSI Motorcycle Safety Institute Inc. (the Company), which carries on business in Canada.

The copyright in the content provided on this website including all of the graphics, code, text products, software, audio, music and design ("Materials") is owned by the Company except where otherwise indicated.

Copyright in any course notes, materials and teaching aids ("Course Materials") which will be made available to you if you enroll in a ridersedge.ca course online belongs to the relevant provider or its licensors.

The use of all Course Materials is subject to Part B of the Terms and Conditions of Use.

The ridersedge.ca marks and the ridersedge.ca domain name (together the “Marks”) are the property of the Company. You agree not to copy, reproduce, and upload; post, display or use in any way the Marks without the prior written permission of the Company.

Last updated: August 2015