

Schedule B

Course Participant Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY

IF YOU ARE NOT WILLING TO BE BOUND BY EACH AND EVERY TERM AND CONDITION, YOU SHOULD NOT ATTEND THE COURSE OR USE THE MATERIALS.

1. You agree that your use of the materials ("Materials") for attendance of a course (a "Course") provided by Opening Minds ("OM") shall be subject to the terms and conditions of OM's Privacy Policy, (the "Website Terms and Conditions") which are available at <https://openingminds.org/terms-and-conditions/>, and which are hereby incorporated by reference into these course participant terms and conditions (the Website Terms and Conditions and these terms and conditions are collectively referred to as the "Terms and Conditions").
2. For the avoidance of doubt, these Terms and Conditions are binding on you by virtue of your use of the Materials and participation in the Course. To the extent of any conflict or inconsistency between the Website Terms and Conditions, and these Terms and Conditions, these Terms and Conditions shall prevail.
3. You acknowledge and agree that all information shared by other individuals participating in the Course must be kept confidential, and that screenshots, pictures, or audio recording of the Course, Materials, instructors or other participants are not permitted to be taken.
4. You acknowledge that you may not miss more than a total of 30 minutes of the live sessions. If you miss more than 30 minutes, you will not be permitted to go back into the Course and you will not receive a certificate.
5. You have provided accurate and current information during the registration. Any access credentials provided to you must be kept private and confidential; and you are solely responsible for any use and misuse of your account, must not use a false email address, impersonate any person or entity, or misrepresent their identity or affiliation and you shall promptly notify OM of any known or suspected unauthorized use of an account.
6. Information covered in the Course relates to the topic of mental health and suicide and may be sensitive for some participants, and that if you have been recently bereaved by suicide or feel that now is not the right time for them to complete the Course, then they you should consider your well-being before registering for or attending any training session.
7. **THIS COURSE AND THE MATERIALS DO NOT CONTAIN NOR PROVIDE MEDICAL OR MENTAL HEALTH ADVICE.** The Course and Materials are provided for informational purposes only. The Course and Materials do not and are not intended to replace medical consultations or to provide medical advice, diagnosis, or treatment of mental health issues. Always seek appropriate medical advice with your personal medical and health questions. DO NOT ignore or dismiss appropriate medical advice and SEEK IMMEDIATE MEDICAL HELP if you are experiencing a medical or mental health emergency.
8. All Materials (including the organization and presentation of such material) are the property of OM and its licensors and are protected by intellectual property laws including laws relating to copyrights, trademarks, trade-names, internet domain names and other similar rights. The Materials may only be used and copied for by you for your own personal and non-commercial use on a non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable basis. For greater certainty, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services based on or derived from the Materials.
9. YOU ACKNOWLEDGE AND AGREE THAT THE COURSE AND THE MATERIALS ARE BEING PROVIDED TO YOU, THE COURSE PARTICIPANT ON AN "**AS IS**", "**WHERE IS**" BASIS AND WITHOUT REPRESENTATION, WARRANTY, ENDORSEMENT OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OM DOES NOT REPRESENT OR WARRANT THAT THE COURSE (INCLUDING THE MATERIALS) WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY INDIVIDUAL. YOU ACKNOWLEDGE AND AGREE THAT THE RESULTS AND OUTCOMES OF THE COURSE MAY VARY FOR EACH COURSE PARTICIPANT. THE COURSE IS NEITHER A MENTAL HEALTH INTERVENTION COURSE NOR A SUBSTITUTE FOR MEDICAL ADVICE.
10. IN NO EVENT SHALL OM, ITS SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SHAREHOLDERS, PARTNERS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY GENERAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF

THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE COURSE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

11. IN ANY EVENT, OM'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE COURSE OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED THE COST OF THE COURSE PROVIDED TO YOU BY OM.
12. You agree to indemnify and hold OM and its subsidiaries, affiliates, and their respective officers, directors, employees, contractors, shareholders, partners, agents and successors and assigns harmless against all claims or liability asserted against OM arising out of or in connection with any breach by you or anyone acting on your behalf, of any of these Terms and Conditions.
13. These Terms and Conditions, and the policies referenced herein, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, undertakings, negotiations, and discussions, whether oral or written, of the parties in respect thereto.
14. Neither party will be responsible for a failure to fulfil its obligations under these Terms and Conditions or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control including but not limited to acts of nature, acts of government, war, riots, strikes and accidents in transportation.
15. These Terms and Conditions have been drawn up in the English language at the request of all Parties. Cette convention a été rédigée en anglais à la demande de toutes les Parties.
16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to any principles of conflicts of laws, and notwithstanding your domicile, residence or physical location. Each party hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario, Canada over all disputes arising in connection with the subject matter of, existence, or creation of this Agreement.
17. OM may assign all or part of its benefits, rights or obligations under this Agreement to its related entity, "Mental Health Commission of Canada – Opening Minds", provided it, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this section on and after the effective date of such assignment.
18. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
19. The invalidity or unenforceability of any provision of these Terms and Conditions or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be distinct and severable.
20. No failure by either party to strictly enforce the terms of these Terms and Conditions will be construed as a waiver of the future performance of that term or condition.