

Terms and Conditions for The Globe and Mail Leadership Institute

Welcome to The Globe and Mail Leadership Institute.

Please carefully read these Terms and Conditions applicable to the products and services provide by The Globe and Mail through The Globe and Mail Leadership Institute and its associated website.

Access and use of products and services provided by The Globe and Mail through the www.theglobeandmail.com website are governed by separate terms and conditions available [here](#).

In these Terms and Conditions, “*The Globe and Mail*” or “*we*” means The Globe and Mail Inc. and its respective affiliates, related companies, unaffiliated partners and/or licensors.

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1. YOUR USE OF A SERVICE

These Terms and Conditions, along with our [Privacy Policy](#), apply to your use of any product and/or service including the courses offered by The Globe and Mail through The Globe and Mail Leadership Institute website and any associated learning platform (the “*Services*”).

If you continue to use, or enrol for, a Service, then you are deemed to accept these Terms and Conditions and it forms a legally binding agreement between you and The Globe and Mail. **If you do not agree with these Terms and Conditions or Privacy Policy, then please do not use or enrol for the Service.**

2. ACCESSING SERVICES

You understand that before accessing a Service, it is your responsibility to take protective measures to guard against computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that you have a complete, current and secure back-up of information and software on your computer or other devices that you may use to access the Services.

The Globe and Mail is not responsible for any additional charges that you may incur for using a Service, such as data or other telecommunication or Internet or wireless service provider fees.

To enrol in any course, seminar, webinar, or lecture included as part of the Services you must be 18 or older.

You expressly acknowledge and agree that The Globe and Mail provides the Services to you in reliance on these Terms and Conditions.

3. ENROLLING IN A COURSE

You may enrol in a course until enrolment for the course has closed, subject to space being available. Courses may fill up quickly so early registration is recommended.

To enrol in a course you will need to register to create your learning account to allow access to online courses and content. You consent to the collection and use of your personal information by The Globe and Mail for the purpose of creating your learning account, as applicable. Registration may permit access to products and services available on the www.theglobeandmail.com website and by using such products and services you are agreeing to that website’s terms and conditions available [here](#).

You must provide correct, current and complete information during the registration process. User information must be kept up to date. You may not pretend to be someone else or spoof their identity.

You will create a login and password to your account, which is unique to your account and must be kept confidential at all times. You may also be able to create an account by using a third party social media account, such as Twitter, Facebook or LinkedIn.

Each account is intended to apply to a single user only and must not be shared with anyone else. You agree that you are responsible for all activities and transactions that occur through your account. You will promptly notify The Globe and Mail if you become aware of any unauthorized access or use of your account.

We may terminate or suspend your account at any time, without notice to you, if we believe your use of the Services breaches these Institute Terms and Conditions, such as if your user information is incorrect, not current, or if your account is in arrears or has been breached.

4. FEES

(A) COURSE FEES

Course fees are listed under the individual course descriptions. Course fees do not include textbooks or any other reading or additional materials unless expressly stated.

Fees (plus any applicable taxes or other additional charges, such as administration, transaction or access fees) must be paid in full on checkout for the specific course.

You are responsible for providing and maintaining current, complete and accurate billing information. You must contact The Globe and Mail immediately with any changes to your billing information to avoid any interruptions to your Service.

The Globe and Mail reserves the rights to levy an administration charge if your method of payment is invalid (e.g. an expired or otherwise invalid credit card). You will remain responsible for all fees and for all costs incurred by The Globe and Mail in connection with the unpaid fees, including but not limited to collection agency fees. You authorize us to obtain updated expiration dates if applicable and we reserve the right to charge the fee to the renewal credit cards.

By enrolling in a course, you agree to immediately pay the course fees in full at the time of purchase, using the method of payment chosen.

(B) MODIFICATIONS BY THE GLOBE AND MAIL

You will be given advance notice of any new fees, changes to current fees or other material changes to the Services by notification methods including email, or the posting of an advertisement or The Globe and Mail Leadership Institute website.

If you do not wish to accept the new fees, you may cancel your Service in accordance with these Terms and Conditions.

If The Globe and Mail has made, in its sole determination, an error in fees for a Service, your sole remedy is to cancel the Service. The Globe and Mail is under no obligation to provide you with the Service at the erroneous fee.

(C) CANCELLATION AND REFUNDS

Cancellation or suspension by The Globe and Mail

We make every effort to offer courses in accordance with the schedules set forth on our website. However, The Globe and Mail may cancel or postpone courses with no, or minimal, advance notice for reasons including but not limited to insufficient enrolment, instructor availability, or other unforeseen circumstances.

If you are enrolled in a course that is subsequently cancelled or postponed, you may request a transfer of your credit towards payment for another course or alternatively you may request a full refund of fees paid for the affected course.

Cancellation by you

In the event that you wish to cancel your enrolment in a course, a full refund of the course fee will be provided to you if you cancel at any time up to 10 days prior to the course start date. After that date, all sales are final.

However, if a longer cancellation period is mandated by applicable consumer protection law, then the mandated cancellation period shall apply.

To cancel your enrolment you must call Customer Care at [1-800-387-5400](tel:1-800-387-5400) between 6 a.m. and 8 p.m. E.T. on Monday–Friday, and 7 a.m. and 1 p.m. E.T. on weekends and holidays (for international customers, [click here](#)).

Any other method of cancellation will not be accepted as a valid cancellation.

5. THE CONTENT — PROTECTED BY COPYRIGHT AND TRADE-MARK LAWS

The Services include literary, musical, dramatic and artistic works, including but not limited to computer programs, software, databases, text, information, data, code, sounds, sound effects, sound recordings, audio, musical compositions, performances, video, cinematographic works, photographs, pictures, illustrations and graphics (the “Content”).

All Content is protected by Canadian and international intellectual property laws and treaties, including copyright and trade-mark laws, and is owned by The Globe and Mail, licensed to The Globe and Mail, or otherwise provided by a third-party.

All trade-marks (including, but not limited to, trade names, logos, word and design marks) that appear in the Services are the trade-marks or registered trade-marks of The Globe and Mail or of their respective owners and are protected from reproduction, dilution and confusing or misleading uses. The use of any trade-mark appearing on any of the Services without the express written consent of the trade-mark owner is strictly prohibited.

6. USER-GENERATED CONTENT — A LICENCE TO THE GLOBE AND MAIL

With respect to the content you upload through the Service (i.e. through the website or learning platform) which may include comments, feedback, photos, videos, discussion forums, and other items to the Services (“User-Generated Content”). You are solely responsible for your User-Generated Content. The Globe and Mail reserves the right to remove or refuse to post any User-Generated Content that we deem in our sole discretion to be unacceptable, undesirable or otherwise in violation of these Terms and Conditions.

You represent and warrant that you are the copyright owner of any User-Generated Content that you submit to The Globe and Mail and that you have the unimpaired right to convey all intellectual property rights in and to the User-Generated Content to The Globe and Mail. User-Generated Content must not be created using any pirated or unlicensed content, or other materials that include copyrighted or trade-marked material that The Globe and Mail would not be entitled to use without a further licence or payment to an intellectual property owner. User-Generated Content must be created by you (e.g. without the use of AI) and be wholly original.

You grant The Globe and Mail a perpetual, royalty-free, irrevocable, non-exclusive licence (but not the obligation) to exercise and otherwise use any and all copyrights and other intellectual property rights in the User-Generated Content, in whole or in part, worldwide in perpetuity, in all media and formats whatsoever, whether now known or created in the future, in connection with and promotion of any work, product or service of The Globe and any of its partners and affiliates.

You waive all moral rights in and to the User-Generated Content in favour of The Globe and Mail and acknowledge and understand that The Globe and Mail may edit, remove, modify and add to the User-Generated Content at its discretion and place the User-Generated Content on any Service and on any platform without your further consent and without attribution to you.

You grant to The Globe and Mail the perpetual, irrevocable right to use your name, user name, persona, image, likeness and photograph that you provide in connection with any submission of User-Generated Content, without any obligation or remuneration to you.

The Globe may grant any and all rights granted under these User Generated Content terms to any licensee of The Globe (including any sublicensee).

7. LICENCE TO USE THE SERVICES AND CONTENT

You are hereby granted a non-exclusive, limited, non-transferable licence to use, access and view the Content and Services for which you have enrolled or that is made available to you on The Globe and Mail Leadership Institute website, for your personal, private and non-commercial use. You may not use the Content or Services for any commercial purpose.

The unauthorized use of any form of device to audiotape, photograph, video-record or otherwise reproduce any course, lectures, seminars, course notes or teaching materials provided as part of these Services is prohibited without written permission from The Globe and Mail.

All rights are otherwise reserved. You may not modify, sell, resell, make derivative works, create a database, create a media monitoring service, aggregate, deep link, republish, retransmit, distribute, transfer, communicate, broadcast or otherwise make the Services and Content available, including without limitation, by caching, scraping, harvesting, framing or similar means, without the prior written consent of The Globe and Mail and its licensors, as applicable.

No other uses of the Content and Services are permitted, unless otherwise permitted by law. For additional licensing options, please see the Contact Information section of the Terms and Conditions.

8. RESTRICTIONS ON THE USE OF CONTENT AND SERVICES

You acknowledge that The Globe and Mail has the right, but is under no obligation, to monitor the Content, Services, and your use of the Content or Services. You agree that you will not use the Services in an unlawful manner. You acknowledge that The Globe and Mail may investigate any violations by you of the Terms and Conditions, Privacy Policy, and applicable laws in respect of the Services. You agree that The Globe and Mail may reveal your identity and any User information we have about you to any law enforcement authority in the event of a violation arising from your use of the Services or Content.

You agree not to use the Services and Content (including submitting any User-Generated Content) in any manner that violates the following restrictions:

- is defamatory, libellous, offensive, abusive, stalking, threatening, demeaning, obscene, promotes hatred, bigotry, racism, sexism, harassment, discrimination, is pornographic, indecent, unlawful, profane, harmful to minors, false, misleading, would constitute spam, promotes, advocates or otherwise encourages illegal activities including activities that would constitute a criminal offense or give rise to civil liability, or otherwise violate the legal rights of others;

- infringe any intellectual property rights including copyrights, trade-marks, proprietary rights, privacy rights, publicity rights or any other rights of any kind whatsoever;
- promote commercial activities, such as to conduct sales of goods and services of any kind, promote charitable donations, or participation in sweepstakes and contests, whether by advertising, solicitations, links or any other form of communication, without the prior written consent of The Globe and Mail;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy, circumvent, disable, replicate, damage or otherwise limit the functionality of any computer software or hardware or telecommunications equipment, including without limitation, Trojan horses, worms, time bombs, computer viruses, code, cancelbots or corrupted files;
- use any spider, robot, other automatic device or manual process to monitor, harvest or copy the Content of the Services without the express written consent of The Globe and Mail;
- violate or attempt to violate the security of the Services or Content, including without limitation accessing data not intended for you, logging into a registration account you are not authorized to access, attempting to probe, scan or test the vulnerability of the Services, information technology systems or network or to breach security authorizations;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services;
- use Content or Services for developing other products or services (e.g. software), including, but not limited to, training a machine learning or artificial intelligence (AI) system; or
- create a substitute for the Services or Content, meaning any product or service that diminishes the need for users or third-parties to access the Services or Content via The Globe and Mail or reduces The Globe and Mail's ability to generate revenues from the Services or Content.

Please report any Content, including User-Generated Content, that you believe violates these Terms and Conditions at the email address provided under the Contact Information section.

9. DISCLAIMERS

(A) CONTENT AND PROFESSIONAL INFORMATION CONTENT

The Content (including any facts, views, opinions, recommendations, description of or references to products, services and securities) is provided to you for general information, educational and entertainment purposes only. The Content is not necessarily reflective of the views or policies of The Globe and Mail, including the publisher, contributors, staff or advertisers.

The Globe and Mail does not endorse the quality, reliability, or accuracy of the Content. Information changes rapidly and some Content may be out of date. The Content is not to be used or construed as an offer to sell, a solicitation of an offer to buy, or an

endorsement, recommendation, or sponsorship of an entity or security by The Globe and Mail. You acknowledge that The Globe and Mail may invest or otherwise hold interests in entities which may be referenced in the Services or Content and that the views and opinions expressed on the Services and Content are not intended to constitute a description of securities bought, sold or held on behalf of The Globe and Mail nor any indication of an intent to buy, sell, or hold any security.

The Globe and Mail does not provide or guarantee, nor is the Content intended to be relied on by you or interpreted as financial, legal, tax, accounting, medical or other advice or recommendations regarding the suitability, profitability or potential value of any particular investment, security, information source, treatment plan, diagnosis, purchase, sale, product or course of action. You should use your own judgment in making use of any Content and are responsible for your own research and decisions. The Content does not replace consultations with professional advisors, such as qualified financial advisors, medical doctors, fitness trainers, real estate agents and lawyers. It is strongly recommended that you seek appropriate independent advice from qualified professional advisors before making any decisions.

You agree that The Globe and Mail and its licensors are not liable to you, either directly or indirectly, for your reliance on or use of the Content, User-Generated Content, financial, accounting, legal, real estate, medical, health, fitness or any other professional advice or information provided in the Content or Services. You agree that all risk associated with your use of or reliance on the Content is with you.

(B) THIRD-PARTY CONTENT, USER-GENERATED CONTENT, LINKS TO WEBSITES, ADVERTISEMENTS

The Services and Content contains third-party content, such as links to third-party websites, licensed third-party content, User Generated Content and advertisements. Your use or reliance on third-party content is solely at your own risk.

Third-party content is not under the control of The Globe and Mail. Third-party content is provided to you for general information purposes only. The Globe and Mail does not endorse third-party content.

Exercise discretion while browsing the Internet. Third-party websites may contain information that you find inappropriate or offensive. Third-party websites are not under the control of The Globe and Mail and we are not responsible for any form of transmission received from a link to a third-party website. You are responsible for abiding by the terms of use and privacy policies of third-party websites.

The Globe and Mail is not responsible or liable for the content, accuracy, relevancy, legality or decency of material contained on third-party websites. The Globe and Mail will not be responsible or liable in any way for any loss or damage incurred by you in connection with your use or reliance on third-party content. The Globe and Mail is not liable for errors, omissions or delays in third-party Content.

You acknowledge and agree that any dealings you may have with a third-party found by you on the Services or Contents are solely between you and the third-party. The Globe and Mail assume no liability or responsibility whatsoever for anything related to the relationship between you and the third-party, including but not limited to transactions, correspondences, charges, representations, prices, or agreements.

You should direct any concerns you have regarding third-party content to the third-party.

(C) DOWNLOADS

The Services and Content may contain materials available for download, such as software applications, codes, data, files, images or other forms of Content.

Your use of downloaded materials may be governed by terms made available to you at the time of download. Any materials downloaded or otherwise obtained by you through your use of the Services and Content is done at your own risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download and/or use of such material.

You agree that downloaded materials, unless otherwise specified, are licensed to you for your personal, non-commercial use. You may not modify, redistribute, decompile, reverse engineer, disassemble the downloaded material, and you must maintain all copyright or other proprietary notices.

The Globe and Mail and its licensors, to the maximum extent permitted by law, make no warranties regarding the downloaded materials and will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of or in connection with your use of or reliance on the downloaded materials, including the failure of the downloaded materials to meet your needs, standard, expectations or specifications.

(D) NO WARRANTY

You expressly agree, that to the maximum extent permitted by applicable law, the Services and Content are provided on an “as is” and “as available” basis and that your use of and reliance on the Services and Content will be at your sole risk.

The Globe and Mail makes no warranty that the Services and Content will be uninterrupted, available, timely, secure, error-free, accurate, reliable, complete, free from infection or viruses or destructive code, free from omissions and delays or that the Services and Contents will meet your requirements or expectations. You acknowledge the inherent hazards of electronic distribution and are aware that there may be delays, omissions, inaccuracies in the Services and Content, including without limitation, distribution by email, short message service, or otherwise.

Without limiting the generality of the foregoing, you expressly understand and agree that, to the maximum extent permitted by applicable law, The Globe and Mail does not make and hereby expressly disclaims all representations, warranties, terms, conditions, and endorsements of any kind, whether expressed or implied, as to any matter hereunder, including without limitation, warranties of title, non-infringement, title, accuracy, completeness, suitability, reliability, freedom from infection or viruses, merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

10. LIMITATION OF LIABILITY

You expressly understand and agree that in no event will The Globe and Mail be responsible or liable to you or anyone else (jointly or severally) for any claim, loss or damage whatsoever, including without limitation any direct, indirect, incidental, exemplary, special, punitive or consequential damages or any damages for loss of profits, savings, revenue, goodwill, business interruption, loss of information or data or other intangible losses, arising from, or in any way connected with the Services or Content, including the performance, use of, access to, or the inability to use and access the same, regardless of whether The Globe and Mail had been advised of or could have foreseen the possibility of such claim, loss or damage.

The limitations of liability and disclaimers herein will apply regardless of the form of action, whether in contract, breach of warranty, civil liability, strict liability, tort (including negligence), or otherwise. Notwithstanding the foregoing, in no event will The Globe and Mail's aggregate liability to you exceed the greater of (1) the amount paid to The Globe and Mail by you for your use of the Content and Services in the three (3) months immediately preceding the event giving rise to such claim, or (2) \$50 CDN.

The Services and Content are provided to you through circumstances not under the control of The Globe and Mail. Without limiting the generality of the foregoing, The Globe and Mail will under no circumstances be held liable or responsible for any delay or failure in the performance of the Services and Content resulting directly or indirectly from acts of nature, or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, satellite failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions and orders of domestic or foreign courts or tribunals.

The Services and Content may at any time be temporarily unavailable, inaccessible or inoperable for any reason from time to time, including periodic maintenance, repairs and disruptions as described above. While The Globe and Mail will make every reasonable effort to minimize such downtimes, The Globe and Mail cannot guarantee 100% availability of the Service and Contents. If you are dissatisfied with the Services and Content for any reason, your sole remedy is to cancel your Services in accordance with these Terms and Conditions.

You acknowledge and agree that third-parties who supply third-party content to you in Services and Content have no liability to you whatsoever in respect to their third-party content and you agree to waive, to the fullest extent permitted by law, any right you may have to bring a legal claim against such third-parties for your use of their content on the Services or Content.

11. INDEMNITY

You agree to indemnify, defend and hold harmless The Globe and Mail and each of its respective officers, directors, affiliates, business partners, employees, agents, licensors and all third parties mentioned on the Services and Content from and against any and all claims, actions, losses or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: your breach of these Terms and Conditions; your access and use of the Services and Content; your use or reliance on the Services and Content; your publication, communication, distribution or transmission otherwise of the Services or Content; or your violation of any law or regulation. You will use your best efforts to cooperate with The Globe and Mail in the defense of any claim. The Globe and Mail reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

12. TERMINATION BY THE GLOBE AND MAIL

The Globe and Mail provides Services at its sole discretion. The Globe and Mail may at any time revise, withdraw, discontinue, amend, suspend any or all of the Services, with or without notice to you as provided in these Terms and Conditions. Under no circumstances will The Globe and Mail be held responsible or liable for removing, disabling or restricting access to the availability of the Services.

The Globe and Mail reserves the right to terminate or otherwise suspend your registration account to any Services at any time for any reason whatsoever, including but not limited to for convenience, non-payment of Service fees, or for any other breach of these Terms and Conditions, or other guidelines, without notice to you.

You acknowledge that upon the termination or suspension of your registration account you will no longer have access to any User-Generated Content, files or data associated with your account and that The Globe and Mail has no obligation to retain any such data post-termination.

Any termination or suspension will be in addition and without prejudice to any rights or remedies as may be available to The Globe and Mail, including injunction and other equitable remedies. All disclaimers, limitation of liability and indemnity provisions of these Terms and Conditions will survive termination. The disclaimers and limitations of liability provided in these Terms and Conditions, and these form an essential basis of the bargain between you and The Globe and Mail and will survive and continue to apply in the case of fundamental breach or breaches, the failure of essential purpose of these terms, the failure of any exclusive remedy, or the termination of the relationship between you and The Globe and Mail

13. JURISDICTION

The Globe and Mail Inc. is located in Canada. If you are accessing the Services and Content outside Canada, you are responsible for using the Services and Content in accordance with the laws of your jurisdiction.

These Terms and Conditions will be interpreted in accordance with the laws of the Province of Ontario, Canada, without reference to its conflict of laws principles.

You agree that in the event of a dispute arising out of these Terms and Conditions, the laws of the Province of Ontario will apply. Any cause of action that you may have must be commenced within one (1) year after the claim or cause of action arises, except where prohibited by applicable law.

You may not export any Services or Content in violation of applicable export laws and regulations. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

14. ARBITRATION

Except where prohibited by applicable law, any claim (including disputes, controversies, etc.) arising out of or relating to these Terms and Conditions will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator, who will be a person legally trained, has experience in information technology and is independent of both parties, to be held in Toronto, Ontario, in English and governed by Ontario law subject to the most current version of the Arbitration Act 1991 (Ontario). Each claim will be arbitrated on an individual basis and will not be consolidated with the claim of any other party. You agree to waive any right you may have to commence or participate in any class action against The Globe and Mail. Notwithstanding the foregoing, The Globe and Mail reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

15. GENERAL

These Terms and Conditions, the Privacy Policy and any applicable Subscription Agreement are personal to you, supersede any prior agreements between you and The Globe and Mail in respect of the applicable subject-matter, and constitute the entire agreement between you and The Globe and Mail. You may not assign or otherwise sub-contract your rights or obligations to anyone.

The failure of The Globe and Mail to insist upon or enforce the strict performance of any right or provision under these agreements will not constitute or be construed as a waiver of any right or provision.

If any of the provisions (or parts thereof) contained in these Terms and Conditions and the Privacy Policy are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions (or parts thereof) contained herein.

16. CONTACT US

The Globe and Mail welcomes feedback. Any feedback, suggestions, ideas or other information that you provide to The Globe and Mail regarding the performance, features, functionality or other aspects of Services and Content (“Feedback”) will be owned by The Globe and Mail and may be used by The Globe and Mail without restriction and without compensation to you. You understand that under no circumstances will your Feedback be subject to an obligation of confidentiality by The Globe and Mail, that you are providing Feedback without an expectation of compensation, that the Feedback is wholly original to you and that you waive any and all rights that you may have in the Feedback in favour of The Globe and Mail.

CUSTOMER CARE:

<https://contactsupport.theglobeandmail.com>

HELP CENTRE:

<https://helpcentre.theglobeandmail.com>

MAILING ADDRESS:

Customer Service, The Globe and Mail, 351 King Street East, Suite 1600, Toronto, ON, M5A 0N1.

PRIVACY POLICY:

For further information on how your personal information is collected, used and disclosed by The Globe and Mail, please consult our [Privacy Policy](#).

These Terms and Conditions replace all previous versions of the Terms and Conditions. The Globe and Mail may update or revise these Terms and Conditions at any time. Your continued use of a Service constitutes your acceptance of the Terms and Conditions. You may wish to print or otherwise save a copy of these Terms and Conditions for your reference. The parties have required that these Terms and Conditions and all related documents be drafted in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Effective Date: January 21, 2024