

KASKA CARDS

Liard First Nation (hereinafter “LFN”) provides the Liard First Nation language learning application, “Kaska Cards”, (hereinafter “Kaska Cards”) that allows you to use Kaska language flash cards created by the LFN, and other users, as well as to create, make private or share your own language flash cards with other users (hereinafter “the Service”). The following Terms of Service and Privacy Policy apply to the Service as provided through Kaska Cards.

TERMS OF SERVICE

BY USING THE SERVICE, YOU AGREE TO THE FOLLOWING TERMS OF SERVICE. If you choose to not agree with any of these terms, you may not use the Service.

1. Kaska Cards Access

Subject to your compliance with the Terms of Service, LFN hereby grants you permission to use the Service, solely for your own personal use (reselling and other forms of commercial exploitation are expressly prohibited).

2. Intellectual Property Rights

You grant LFN a non-exclusive, transferable, sub-licensable, royalty-free, perpetual and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of any material that you create, upload or share on the Service.

The Service, patents, copyright matter and trademarks, are owned by or licensed to LFN. Use of the Service beyond those rights expressly granted herein constitutes an infringement and is expressly prohibited. Any attempt to reverse engineer any part of the Service is prohibited.

3. Creation of a User Account

You can create a basic user account with Kaska Cards by entering your name and email address in the registration form, entering a freely selectable password and accepting these Terms of Service.

After submitting the completed registration form, you will receive an automatically generated email with a hyperlink requiring you to authenticate yourself via the email address.

Once your user account is authenticated, you will have full access to the Services on Kaska Cards.

4. Personal Responsibility

You are solely responsible for the content you create using the Service. You agree that you will not create content that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; impersonate another person; upload software viruses or other harmful computer code; or attempt to disrupt the integrity or performance of the Service.

5. Abuses of the Service

You must notify LFN immediately should you become aware of any abuses of the Service by other users.

6. Indemnity

You agree to defend, indemnify and hold harmless LFN, its officers, Chief and Council, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from your violation of any these terms.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LFN, ITS OFFICERS, CHIEF AND COUNCIL, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. IN PARTICULAR, LFN SHALL NOT BE LIABLE FOR THE ACCURACY AND CORRECTNESS OF THE CONTENT PRESENTED IN THE APP. YOU SPECIFICALLY ACKNOWLEDGE THAT LFN SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

8. Limitation of Liability

IN NO EVENT SHALL LFN, ITS OFFICERS, CHIEF AND COUNCIL, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICE.

9. Legal Provisions

You agree that: (i) the Service shall be deemed solely based in Canada; (ii) you will be subject to the jurisdiction of Canadian Courts in the event of any legal dispute. These Terms of Service shall be governed by laws of the Yukon Territories. Any claim or dispute between you and LFN that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in the Yukon Territories, Canada. These Terms of Service, together with the Privacy Policy and any other legal notices published by LFN, including shall constitute the entire agreement between you and LFN concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and LFN's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

10. Changes and updates

LFN reserves the right to amend or modify these Terms of Service periodically and this will be reflected by the "effective date" below. It is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the Service. Your continued use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

Date Last Modified:

These Terms of Service were last modified May11, 2020.

PRIVACY POLICY

Liard First Nation (hereinafter “LFN”) provides the Liard First Nation language learning application, “Kaska Cards” (hereinafter “Kaska Cards”), that allows you to use Kaska language flash cards created by LFN, and other users, as well as to create, make private, or share your own language flash cards with other users (hereinafter “the Service”). This privacy policy explains how LFN collects, uses, shares, and transfers your personal information when you use the Service.

1. Information LFN Collects

LFN collects personal information about you including your name, contact information, information about how you use the Service, and any written or audio materials that you choose to upload to the Service. Information about how you use the Service include which pages you’ve visited, duration of your visit, and your general location. LFN also collects technical data about how you interact with the Service; for more information, see section 2 (Cookies).

2. Cookies

LFN stores certain information from your device using “cookies”. A cookie is a piece of data stored on the user’s computer tied to information about the user. LFN uses hashed user ID cookies for authentication purposes. No personal information is collected through cookies.

3. The Way LFN Uses Such Information

LFN collects personal information about you solely for the purposes of setting up user accounts, managing user accounts, and delivering the Service. LFN does not share your personal information with third parties. However, LFN may release personal information if required to do so by law, or in the good-faith belief that such action is necessary to comply with applicable laws, international law or respond to a court order, subpoena, or search warrant or equivalent.

As a part of delivering the Service, LFN may occasionally send out newsletters and other communications to users via the email address provided to set up the user’s account. You can unsubscribe at any time by emailing language1@liardfirstnation.ca or by clicking the unsubscribe link in any LFN emails.

4. Third-Party Links, Sites, and Services

The Service may contain links to other sites operated by third parties. LFN does not control such other sites and is not responsible for their content, their privacy policies, or their use of personal

data. LFN's inclusion of such links does not imply any endorsement of the content on such sites or of their owners or operators. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

5. Security of Information

LFN treats your personal information as confidential information and takes reasonable security arrangements to prevent unauthorized access or disclosure of your personal information.

6. Removal of Information

LFN will endeavour to remove all personal information on a user's account after 6 months of inactivity. LFN will remove all personal information prior to the expiration of 6 months upon receiving a written request to do so.

7. Consent to Privacy Policy

Your use of the Service constitutes your express consent to the Privacy Policy.

8. Changes and updates

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. Your continued use of Kaska Cards and the Service constitutes your consent to any amendments to the Privacy Policy.

9. Privacy Officer

The Personal Information Protection and Electronic Documents Act (PIPEDA) of the Government of Canada requires the appointment of a Privacy Officer to whom questions may be addressed with respect to the purposes of collection of personal information of an individual. LFN has appointed a Privacy Officer and any inquiries may be addressed to language1@liardfirstnation.ca.

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