

Terms of Use

The agreement governing access to and use of the SkillShift+ platform

DRAFT FOR CANADIAN LEGAL REVIEW

This document has been prepared for review by a lawyer qualified in Ontario before publication or reliance. It is not legal advice and has not been settled by counsel. Statutory references are provided for the reviewer's convenience and must be verified against the legislation in force on the date of publication.

Platform	SkillShift+ (skillshift.ca)
Legal name of operator	Intelliedu Canada Inc. — confirmed against the Articles of Incorporation
Brand / trade name	"Intellidu" and "IntelliDu Education" are trade names used by Intelliedu Canada Inc. See the naming clause in each document.
Registered address	135 Hillcrest Avenue, Mississauga, Ontario, Canada L5B 4B1
Privacy Officer	Dr. Chandan Singh
Contact	info@skillshift.ca
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Table of contents

This table of contents is a live Microsoft Word field. If it appears blank, click anywhere in it and press F9 (or Ctrl+A then F9) to generate the entries and page numbers.

1. The parties and the agreement

These Terms of Use (the "**Terms**") form a binding agreement between you and **Intelliedu Canada Inc.** ("Intelliedu", "we", "us" or "our"), a company with its registered office at 135 Hillcrest Avenue, Mississauga, Ontario, Canada L5B 4B1, in respect of the **SkillShift+** platform (the "**Platform**"), which is presented under the brand names **SkillShift+**, **Intellidu** and **IntelliDu Education**.

LEGAL NAME AND TRADE NAME

The operator of SkillShift+ is **Intelliedu Canada Inc.**, which is the legal name of the corporation as recorded in its Articles of Incorporation. That is the name that binds the company in this document.

"Intellidu" and "IntelliDu Education" are trade names — brand names used on the website and in marketing material. They refer to the same corporation and to no other entity. A reference in this document to Intellidu, IntelliDu Education or SkillShift+ is a reference to Intelliedu Canada Inc.

Where this document, a contract, an invoice, a receipt, a payment record or a formal notice needs to identify the company, **the legal name Intelliedu Canada Inc. is used**, whether or not a trade name appears alongside it.

The contracting party under these Terms is Intelliedu Canada Inc. A trade name is not a separate legal person. Any right, obligation, notice, claim or proceeding under these Terms is a right, obligation, notice, claim or proceeding involving Intelliedu Canada Inc.

The following documents are incorporated into and form part of these Terms:

- the Privacy Policy;
- the AI Consent and Transparency Notice;
- the Cookie Policy;
- the Refund, Cancellation, Subscription and Access Policy;
- the Career, Immigration, Licensing and Certificate Disclaimer;
- the Acceptable Use Policy.

If there is a conflict between these Terms and one of those documents on a subject that the other document specifically addresses, the more specific document governs that subject.

2. Acceptance

By creating an account, purchasing a service, or accessing or using any part of the Platform, you confirm that you have read, understood and agree to be bound by these Terms. **If you do not agree, you must not use the Platform.**

Acceptance of these Terms is recorded separately from your acknowledgement of the Privacy Policy and separately from any AI, recording or marketing consent.

3. Eligibility, age and guardian responsibility

- **You must be at least 16 years of age to use the Platform.**

- If you have not reached the age of majority in your province or territory, you must obtain the permission of a parent or legal guardian before purchasing services, uploading sensitive documents, recording interview audio or video, or using AI features that process personal information.
- A parent or guardian who permits a minor to use the Platform is responsible for that minor's compliance with these Terms and for any charges incurred on the account.
- You must have the legal capacity to enter into a binding contract, and must not be barred from using the Platform under applicable law.
- You may not use the Platform if we have previously terminated your access, unless we agree in writing.

4. Accounts and security

1. **Registration.** You must register with accurate, current and complete information, and keep it up to date.
2. **One account per person.** Accounts are personal to you. You may not share, sell, transfer, lend or licence your account, and you may not permit any other person to use your credentials.
3. **Credentials.** You are responsible for maintaining the confidentiality of your password and for all activity that occurs under your account. Use a strong, unique password.
4. **Notification.** Notify us immediately at info@skillshift.ca if you suspect unauthorized access to your account.
5. **Social login.** Where social login is enabled, you are responsible for the security of the linked third-party account. Facebook login is not available unless and until it has been configured and tested.
6. **Accuracy.** You are solely responsible for the accuracy of the information you enter, including education, work experience, duties, credentials, language results, immigration status and résumé content. Outputs of the Platform — including Career Reports, Skill Passport scores and recommendations — depend on that information and will be inaccurate if it is inaccurate.

5. The services

5.1 What SkillShift+ provides

SkillShift+ is a **recorded-learning and AI-practice platform**. It provides thirty-five (35) job-ready course categories, each containing approximately twelve to fifteen (12–15) modules, together with career-readiness and workforce-development tools. **SkillShift+ does not provide live classes, live instruction or scheduled synchronous sessions.**

Every module follows the same sequence: **Video → Study Material → Quiz → AI Simulation.**

Service	Description	Access tier
Courses and modules	Recorded video, study materials, quizzes and AI simulations across 35 course categories, with progress tracking and module locking and unlocking.	Free and paid, depending on the course
Career Readiness Assessment	Entry of a job title or NOC code to receive a basic immigration and licensing pathway overview.	Free tier

Service	Description	Access tier
Career Readiness Report	A detailed personalized report using education, experience, language, status, province, financial and career information.	Paid — CAD 39
AI Interview Coach	Practice interviews with question-by-question answers, scoring, feedback and improvement recommendations.	Free five-question demo; paid sessions, credits and monthly plans
Licensing Navigator	General information about Canadian licensing, credential and occupation requirements.	As stated on the feature page
Resume Builder	Résumé creation and AI-assisted improvement, available after completion of relevant training where the feature requires it.	As stated on the feature page
Skill Passport	A live 0–1000 workforce-readiness score updated through courses, quizzes, simulations, certificates, interviews, experience, licensing, engagement, employer feedback and verification.	Included with an account
Certificates and digital badges	SkillShift+ Certificates of Completion and badges issued on satisfying the stated completion rules.	On completion
Organization / Admin Portal	Administration of users, courses, modules, videos, quizzes, simulations, certificates, assessments, payments, Passport scores and analytics.	Organization licence only

5.2 Course access and completion

- Access periods for individual courses, bundles, subscriptions, reports and credits are set out in the Refund, Cancellation, Subscription and Access Policy.
- Modules unlock according to the completion rules displayed in the course. We may adjust those rules to improve the learning sequence.
- Completion requires satisfying the stated requirements for each module, including quiz and simulation requirements where applicable.
- Free content may be added, changed or withdrawn with reasonable notice.

5.3 Skill Passport, points and achievements

- The Skill Passport score is calculated from evidence recorded on the Platform. It is an **indicative measure of workforce readiness and is not a credential, a qualification, an assessment of employability, or a determination by any employer, regulator or government authority.**
- Points are awarded once per qualifying event. Duplicate, reversed, fraudulent or erroneously awarded points may be removed, and the score recalculated.
- We maintain an audit trail of point events and administrative adjustments.
- Attempting to manipulate points — including through automation, duplicate accounts, exploiting a defect, or submitting false evidence — is a breach of these Terms and of the Acceptable Use Policy.
- The Skill Passport is distinct from a résumé and distinct from the paid Career Readiness Report.
- Scoring methodology may change as the Platform develops. Recalculation may cause a score to move up or down.

5.4 Certificates

- A SkillShift+ Certificate of Completion evidences completion of SkillShift+ learning content only.
- **It is not a government certificate, a degree, a diploma, an apprenticeship credential, a Red Seal endorsement, or a professional licence.**
- **We do not guarantee that any employer, regulator, institution or government authority will recognize or accept a certificate.**
- Certificates are issued in the name recorded on your account. Ensure your name is correct before requesting issuance.
- We may revoke a certificate obtained through cheating, misrepresentation or breach of these Terms, and may notify a relying organization where legally permitted.
- A certificate verification record is retained for seven (7) years using the minimum data necessary.

6. Payments, subscriptions and credits

- 7. Prices and currency.** Prices are displayed at checkout and are in Canadian dollars unless stated otherwise. Applicable taxes are added where required.
- 8. Payment processing.** Payments are processed by **Stripe**. By purchasing, you authorize us and Stripe to charge your selected payment method.
- 9. Subscriptions.** Subscriptions renew automatically for successive billing periods until cancelled. You may cancel at any time; cancellation prevents the next renewal and access continues until the end of the paid period.
- 10. Credits.** One-time interview credits expire twelve (12) months after purchase. Monthly credits expire at the end of the billing period unless the plan expressly permits rollover.
- 11. Failed payments.** If a payment fails, we may suspend access to paid features until payment is resolved.
- 12. Refunds.** Refund entitlements are governed by the Refund, Cancellation, Subscription and Access Policy. **Nothing in these Terms limits any right that cannot lawfully be excluded under applicable consumer-protection legislation.**
- 13. Price changes.** We may change prices. Changes to subscription pricing take effect at the next renewal after reasonable notice, and you may cancel before that renewal.

7. Intellectual property

7.1 Our rights

The Platform and all of its content — including course videos, study materials, quiz banks, simulation scenarios, assessment logic, Skill Passport methodology, report templates, text, graphics, user interfaces, software, and the SkillShift+ and IntelliDu names, logos and marks — are owned by or licensed to Intelliedu Canada Inc. and are protected by copyright, trade-mark and other laws.

7.2 Your licence

Subject to these Terms and to payment where applicable, we grant you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Platform and its content **for your own learning and career-development purposes only**. You may download materials that we make expressly available for download, for your personal use.

You may not copy, reproduce, republish, distribute, publicly display, licence, sell, rent, resell, record, screen-capture for distribution, scrape, mirror, frame, translate, decompile, reverse engineer or create derivative works from the Platform or its content, or remove any proprietary notice, except as permitted by law or with our prior written consent.

7.3 Your content

You retain ownership of the content you submit, including résumé content, uploaded documents, assessment answers, interview responses and AI prompts ("**Your Content**").

You grant us a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, transmit, display and process Your Content **solely to the extent necessary to operate the Platform and provide the services you have requested** — including transmitting the necessary portions to our Service Providers, such as the AI provider, in accordance with the Privacy Policy and the AI Consent and Transparency Notice. This licence ends when Your Content is deleted, except for copies retained in backups or as required by law.

We do not use Your Content to train AI models and will not opt in to any AI provider programme that would permit such training.

You represent that you have the right to submit Your Content, that it is accurate, and that it does not infringe the rights of any third party or contain another person's personal information without their permission.

8. Prohibited conduct

You must comply with the Acceptable Use Policy. Without limiting it, you must not:

- share, sell, transfer or publish account credentials, or permit another person to use your account;
- bypass, disable or attempt to circumvent payment, access, licensing or security controls;
- manipulate Skill Passport points, scores or achievement records;
- obtain, forge, alter or distribute a fraudulent certificate;
- cheat on quizzes, simulations or assessments, including through unauthorized collaboration or automated answering;
- copy, redistribute, resell or publicly post course content;
- scrape, crawl, index or harvest the Platform or its content by automated means;
- reverse engineer, decompile or attempt to derive source code, model prompts or scoring logic;
- upload malicious code, viruses or harmful files;
- harass, abuse, threaten or discriminate against any person;
- impersonate any person or misrepresent your affiliation;
- submit false résumé, credential, experience or identity information;

- use AI features for unlawful purposes, or to generate unlawful, deceptive or harmful content;
- upload another person's personal information without their permission;
- attempt unauthorized access to any account, system, database or network;
- conduct automated attacks, including credential stuffing, denial-of-service or brute-force attempts;
- misuse social login; or
- use the Platform to commit fraud or to facilitate discrimination.

9. No guarantee of outcomes

OUTCOME DISCLAIMER

SkillShift+ provides education, career-readiness and workforce-development tools. It does not guarantee employment, salary, promotion, immigration approval, professional licensing, admission to an institution or acceptance of a certificate by an employer, regulator or government authority.

In particular, and without limitation:

- **Employment.** We do not guarantee that you will obtain a job, an interview, a particular salary, a promotion or a job offer.
- **Immigration.** Information about immigration pathways is general information only and is not individualized immigration advice. We do not guarantee permanent residence, a work permit, selection under any programme, or any immigration outcome. Immigration law and programme criteria change frequently.
- **Licensing and credentials.** Our courses do not replace regulatory approval, apprenticeship, Red Seal certification, college or university requirements, or any assessment conducted by a regulatory body.
- **NOC classification.** A job title alone does not determine a NOC code. Duties and employment circumstances matter, and classifications change. NOC information on the Platform is provided for orientation and study purposes.
- **Certificates.** Acceptance of a SkillShift+ certificate by any third party is at that party's sole discretion.
- **Labour-market information.** Wage, demand and outlook information changes and may be out of date. Verify current requirements with the responsible authority.

Full detail is set out in the *Career, Immigration, Licensing and Certificate Disclaimer*, which forms part of these Terms.

10. Artificial intelligence

- AI features are provided through the OpenAI API and are governed by the AI Consent and Transparency Notice.
- **AI output may be incomplete, inaccurate, outdated or biased.** It is generated automatically and is not reviewed by a person before it is shown to you.
- AI output is educational and informational. It is not legal, immigration, licensing, medical or financial advice.

- AI does not make final employment, immigration, licensing or admission decisions on the Platform. Where an AI-influenced result materially affects you, you may request human review by contacting info@skillshift.ca.
- You must not rely solely on AI output for an important decision. Verify with the responsible employer, regulator, institution or authority.
- Where AI consent is not granted, or is withdrawn, AI features will be unavailable.

11. Recording of interview practice

Audio and, where enabled, video recording in the AI Interview Coach is optional and requires **separate express consent**, obtained before each recorded session. You are responsible for ensuring that no other identifiable person is recorded without their knowledge and consent, and for your surroundings during recording. Recordings are retained for ninety (90) days unless deleted earlier, and transcripts and feedback for twelve (12) months, as set out in the Privacy Policy.

12. Changes to the Platform

We may add, modify, suspend or discontinue features, courses, modules, content or pricing, and may perform maintenance that temporarily interrupts availability. We aim to give reasonable notice of material changes affecting paid services. **We do not guarantee uninterrupted or error-free availability.** Where a paid service is permanently discontinued during a paid access period, we will provide a pro-rated refund or an equivalent replacement service at our option.

13. Third-party services and links

The Platform relies on third-party services, including Vercel, Supabase, Stripe, OpenAI, GoDaddy and, where used, Resend, and may link to third-party websites and resources. We do not control third-party content or services and are not responsible for them. Your use of a third-party service is governed by that party's terms and privacy practices.

14. Suspension and termination

- 14. By you.** You may stop using the Platform at any time, cancel a subscription in accordance with the Refund Policy, or request account deletion in accordance with the Privacy Policy.
- 15. By us — for cause.** We may restrict, suspend or terminate your access where we reasonably believe you have breached these Terms or the Acceptable Use Policy, where required by law, or where necessary to protect the Platform, other users or third parties. Where practicable and appropriate, we will give notice and an opportunity to respond.
- 16. Immediate action.** We may act immediately and without notice in cases of suspected fraud, security compromise, malicious activity, harassment, or a threat to any person.

- 17. Effect.** On termination for cause, your licence ends, access to content and certificates may be revoked, and no refund is payable for the unused portion except where required by law or where the Refund Policy provides otherwise.
- 18. Appeals.** You may contest a suspension or termination by contacting info@skillshift.ca. We will review the matter and respond.
- 19. Survival.** Sections dealing with intellectual property, disclaimers, limitation of liability, indemnity, governing law and any provision that by its nature should survive, survive termination.

15. Disclaimers

To the maximum extent permitted by law, the Platform and all content are provided on an "as is" and "as available" basis, without warranties, conditions or representations of any kind, whether express, implied or statutory, including implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy, currency, non-infringement, or that the Platform will be uninterrupted, secure or error-free.

We do not warrant that course content, labour-market information, NOC references, licensing information or AI output is complete, accurate or current.

Some jurisdictions do not permit the exclusion of certain warranties or conditions. Nothing in these Terms excludes or limits any right, warranty, condition or remedy that cannot lawfully be excluded or limited, including under applicable consumer-protection legislation. Where a warranty cannot be excluded, our liability is limited, to the extent permitted, to re-supplying the service or refunding the amount paid for it.

16. Limitation of liability

To the maximum extent permitted by law:

- **we are not liable for indirect, incidental, special, consequential, exemplary or punitive damages**, or for loss of profits, revenue, opportunity, employment, business, goodwill, savings or data, however caused and under any theory of liability, even if advised of the possibility;
- **we are not liable for any immigration, licensing, employment, academic or regulatory outcome**, or for a decision made by any employer, regulator, institution or government authority;
- **we are not liable for your reliance on AI output, labour-market information or NOC information**; and
- **our total aggregate liability arising out of or relating to these Terms or the Platform is limited to the greater of (a) the total amount you paid to us for the Platform in the twelve (12) months immediately preceding the event giving rise to the claim, and (b) CAD 100.**

These limitations apply to the fullest extent permitted by law and do not limit liability that cannot lawfully be limited, including liability for fraud or for personal injury caused by negligence where such limitation is prohibited.

17. Indemnity

You agree to indemnify and hold harmless Intelliedu Canada Inc., its directors, officers, employees, contractors and agents from and against any claim, demand, loss, liability, damage, cost or expense (including

reasonable legal fees) arising out of or relating to: your use of the Platform; your breach of these Terms or of any incorporated policy; Your Content; your violation of any law or of the rights of any third party; or your submission of false or misleading information. We will notify you of any such claim and may participate in its defence at our expense.

18. Governing law and disputes

These Terms are governed by the laws of the **Province of Ontario** and the federal laws of Canada applicable in Ontario, without regard to conflict-of-laws rules. Subject to the paragraph below, you and we submit to the exclusive jurisdiction of the courts of the Province of Ontario.

Nothing in this section deprives you of the protection of any mandatory consumer-protection law of your province or territory of residence, or of the right to bring a claim in a small claims court or before a consumer tribunal where that right is available to you.

Informal resolution first. Before commencing a proceeding, please contact us at info@skillshift.ca with a description of the dispute. We will attempt in good faith to resolve it within thirty (30) days.

LEGAL REVIEW NOTE

Counsel should confirm whether an arbitration or class-action-waiver clause is desirable and enforceable given Ontario consumer-protection legislation. **No arbitration clause or class-action waiver has been included in this draft**, deliberately, pending that advice.

Counsel should also confirm the appropriateness of the CAD 100 liability floor and the twelve-month fees cap for a consumer-facing EdTech service.

19. General

- **Entire agreement.** These Terms and the incorporated documents are the entire agreement between you and us regarding the Platform.
- **Severability.** If a provision is found unenforceable, it is severed or read down to the minimum extent necessary and the remainder continues in force.
- **No waiver.** Failure to enforce a provision is not a waiver of it.
- **Assignment.** You may not assign these Terms. We may assign them in connection with a merger, acquisition, financing or sale of assets.
- **Notices.** We may give notice by email to the address on your account or by posting on the Platform. Notices to us go to info@skillshift.ca.
- **Force majeure.** We are not liable for failure or delay caused by events beyond our reasonable control.
- **Language.** These Terms are drafted in English. Where a French version is provided, the parties confirm their intention that the English version govern to the extent permitted by law.

20. Changes to these Terms

We may amend these Terms. The effective date and last-updated date appear on this document. For **material** changes we will provide notice through the Platform or by email before the change takes effect, and where the change materially affects a paid service you have already purchased, it will not apply retroactively to that purchase. Continued use after the effective date of a change constitutes acceptance. If you do not accept a change, you must stop using the Platform and may cancel in accordance with the Refund Policy.

Contact information

Questions, requests and complaints relating to this document may be directed to:

Operator	Intelliedu Canada Inc. (operating the SkillShift+ platform)
Attention	Dr. Chandan Singh, Privacy Officer
Address	135 Hillcrest Avenue, Mississauga, Ontario, Canada L5B 4B1
Email	info@skillshift.ca
Website	skillshift.ca
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