

Agents of Discovery Terms of Service

Welcome to the Agents of Discovery Mission Maker and Mobile App! This platform will allow you to create, manage, and publish location-based educational games (called “**Missions**”) in places such as schools (called “**Formal Education**”) or parks, nature centres, zoos, and similar locations (called “**Informal Education**”). You will use our content creation tool (called the “**Mission Maker**”) to publish to the Agents of Discovery mobile application (the “**Mobile App**”). Together, we are encouraging people of all ages across the globe to get active and engaged while discovering the world around them. We thank you for joining the Move to Play & Learn movement.

First, we want to go over the terms and conditions governing your use of the Mission Maker and the Mobile App (the “**Terms of Service**”). By using the Mission Maker, you are agreeing to be bound by the Terms of Service. It is important you take the time to read the Terms of Service so you understand your obligations and responsibilities when using the Mission Maker and publishing to the Mobile App. Use of the Mission Maker and the Mobile App is also governed by Agents of Discovery's Privacy Policy and other relevant policies.

Agents of Discovery will undertake commercially reasonable efforts to update and support the platform so that the user experience can be enjoyed as intended. However, Agents of Discovery cannot and does not guarantee that the platform will be 100% available, nor that third party or other events beyond its reasonable control will not impact the use of the platform. In that regard, reasonable notice of planned service outages or planned upgrades may be expected.

Account Guidelines

You are responsible for your login credentials and maintaining the security of your account. You are also responsible for all content posted or associated with your login credentials, so you should keep your password secure and not share your login credentials with other persons.

You are responsible for ensuring that your organization has the system and support requirements to operate the Mission Manager. You also accept that users of the Mobile App will experience the Mobile App to the extent that their devices will and can allow, and that said devices have the capabilities to operate, manage, and use the Mobile App.

Use of the platform is limited to the platform license term purchased, and your account will be disabled at the end of such period.

Mission Managers

You agree to act as the Mission Manager for your organisation, and you warrant that you are at or over the age of majority in your state, province, territory, or country. This means that you are responsible for:

- Creating and managing Content Creator accounts for other members of your organisation (which may include, but is not limited to, staff, students, children, or volunteers); and,
- Reviewing and approving content that wholly adheres to the Content Responsibilities subsection of this document before it is shared in the Mission Maker or published to the Mobile App.

As a Mission Manager, you are responsible for creating and managing Content Creator accounts for other members of your organisation. You are also responsible for keeping their account information secure.

You may not create a Content Creator account for a child under 13 years of age, unless you are in a position of management or administration in a formal education area (e.g. teacher, district administrator, etc.) and the child is under your purview.

As a Mission Manager in an informal education sector, you may not create a Content Creator account for any persons under 13 years of age.

Content Creators

As a content creator, any content that you create, post, or publish to the Mission Maker or Mobile App must adhere to the Content Responsibilities subsection of this agreement.

Content Responsibilities

You are wholly responsible for the content that you create, post, approve, and/or publish to either the Mission Maker or Mobile App. You understand that Agents of Discovery does not pre-screen content prior to it being created, posted, approved or published to the Mission Maker or the Mobile App. You must not create, post, approve or publish content (called the “**Prohibited Content**”) that is:

- Inappropriate for children or persons under the age of majority;
- Sexist, racist, defamatory, or otherwise harmful to any person or group;
- Physically or psychologically endangering users of the platform;
- In violation of privacy laws, including but not limited to, the Children’s Online Privacy Protection Act; or,
- In violation of any law, including but not limited to, copyright and intellectual property law (see Copyright & Intellectual Property Law Compliance below).

In case of a claim by a third party, you will indemnify Agents of Discovery against any and all claims and costs concerning Prohibited Content created, posted, approved, or published to the Mission Maker or the Mobile App.

Copyright & Intellectual Property Law Compliance

You are responsible for ensuring the content you create, post, approve or publish to the Mission Maker or the Mobile App does not infringe on any copyright laws or any other person’s intellectual or property rights. This responsibility includes the following requirements:

- You are wholly responsible for properly providing attribution to the author in the Image Attribution field of the Mission Maker if you are using photos under a Creative Commons license, and ensuring proper attribution information is provided in content you approve in the Mission Maker;
- You are responsible for ensuring that you are not uploading images or text under copyright, and that you are not approving images or text under copyright, unless you have the express written permission of the copyright holder for your use of said photo or text; and,
- You are responsible for ensuring any person depicted in a photograph you are uploading, approving, or sharing has given you express written permission to use his or her likeness in said photo for your use purposes. If the person depicted is under 18 years of age, you are responsible for securing the minor’s parent or guardian express written permission to use the minor’s likeness in the photo for your use purposes.

By creating, posting, approving or publishing content to the Mission Maker or the Mobile App, you are warranting that you have the legal permission to use said content. If you choose to approve content for sharing or share content in the Mission Maker and the Mobile App with other users, you are warranting that you have the legal permission to share said content for use by other users of the Mission Maker and the Mobile App. You understand that Agents of Discovery does not pre-screen content prior to it being uploaded to the Mission Maker, shared in the Mission Maker, or published to the Mobile App. In case of a claim by a third party, you will indemnify Agents of Discovery against any and all claims and costs concerning the content posted to the Mission Maker, shared in the Mission Maker, published to the Mobile App, and the use of the Mobile App.

Non-Compliance

Non-compliance with the Terms of Service may result in:

- Complete deletion of your content from the Mission Maker and the Mobile App;
- Full and complete termination of your access to the Mission Maker and use of the Mobile App; and/or,
- Legal action, including the requirement to indemnify Agents of Discovery against all claims concerning your violation of the Terms of Service and provide an indemnity to, and reimbursement for, Agents of Discovery for any and all costs incurred in enforcing the Terms of Service against such non-compliance .

Ownership of Content - General

Agents of Discovery claims no intellectual property rights over the content you create, post, approve, or publish to the Mission Maker or Mobile App, except the limited right to use your content for educational or promotional purposes (e.g. using a screenshot of your Mission in a presentation at a conference or a webinar and, in the case of the former, having conference attendees play your Mission). If you choose to approve Content Creators' content for sharing or share your content with other Mission Maker users, you are agreeing to allow other Mission Maker users to view and further share your content within the platform.

All other copyright, trademarks, and intellectual property rights in and relating to the Mission Maker and Mobile App belong to Agents of Discovery. You may not duplicate, copy, or reuse any portion of the source code, visual design elements, or intellectual property concepts without express written permission from Agents of Discovery. You may not reverse engineer or create any derivate work from the Mission Maker or Mobile App without the express written permission of Agents of Discovery.

Ownership of Content - Customized

Customized content purchased by you or your organization from Agents of Discovery remains under the ownership of Agents of Discovery and is licensed to the purchaser to use in the Mission Maker, the Mobile App, and in any promotional or educational materials you may produce in accordance with our Branding Guidelines.

Ownership of Content - Private Collections

Content prepared by you or your organization remains under your ownership and Agents of Discovery is granted a right of limited use of such material solely for use in the Mission Maker, the Mobile App, and in any promotional or educational materials it may produce in accordance with its' Branding Guide. Upon termination of your license to use the Mission Maker, the content of the private collection will be destroyed if requested by you.

Terms of Service May Change

Please note that Agents of Discovery may update and change the Terms of Service from time to time without notice. Any new features that change or enhance the Mission Maker, including the release of new tools and resources, will be subject to the Terms of Service. Continued use of the Mission Maker and/or the Mobile App after any such changes will constitute your consent to such changes. You can request the most current version of the Terms of Service at any time by emailing legal@agentsofdiscovery.com.

Privacy Statement

By agreeing to this Terms of Service, you agree to our collection and use of information as outlined below. Agents of Discovery is committed to your right to privacy. Agents of Discovery collects information from your use of the Mission Maker and Mobile App, including:

- Any information you give us when interacting with the Mission Maker, the Mobile App or in any other way;
- Any information we automatically receive and collect from your web browser to support your use of the Mission Maker and the Mobile App; and,
- Cookies and other types of data collection technologies for different purposes, including recognising users (note that you can disable cookies from your web browser at any time).

Use of Information You Give Us

Agents of Discovery will use your information you give us in connection with your use of the Mission Maker and the Mobile App, which may include (but is not limited to) your name, job title, email address, phone number, or other information unique to you:

- For the purposes for which you gave it to us, such as account registration;
- To communicate with you about new features, announcements, products, and services;
- To verify your identity;
- To provide customer service and review issues with your account;
- To allow you to share your experiences using our services and your content created with our services with others;
- To update you on changes to our services, this Privacy Policy, our Terms of Service, and other administrative communications;
- To authorize payment, whether through secure third party credit card processing gateways or through other payment methods;
- To improve our products, services, and business processes; and,
- To customize content available through our services.

Disclosure of Information

Personal information you provide us, including your email address and phone number, is never shared by Agents of Discovery with any third party without your express consent. Agents of Discovery may disclose what organisations are users of the Mission Maker for marketing, educational, or promotional purposes. Your Mission information may appear on our website to promote your Mission and for marketing, educational, or promotional purposes. Agents of Discovery may provide access to your personal information in case of illegal use, when Agents of Discovery receives orders from legal authorities or to protect our rights.

Security

Agents of Discovery utilizes best practices in all areas of data security and ensures that all steps are taken to keep your data safe.

Right To Be Forgotten

You may request complete removal of your personal information and data at any time by emailing legal@agentsofdiscovery.com. However, your experience with core functions of the Mission Maker may be comprised or detrimentally affected if a data removal process is undertaken.

Submission to Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and applicable laws of Canada without reference to conflict of laws rules which might refer any matter to the laws of another jurisdiction. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta.