

MyATC Terms of Use and Conditions

1. Introduction

Please read these MyATC Terms and Conditions (hereby referred to as “Terms and Conditions”) carefully. They are a legal agreement between you and the **Saskatchewan Apprenticeship and Trade Certification Commission (SATCC)**. By using MyATC, or by clicking the acceptance button, you agree to be bound by these Terms and Conditions, including all amendments made from time to time. If you do not agree to these Terms and Conditions, you will not be able to access any services from the **Saskatchewan Apprenticeship and Trade Certification Commission**.

These Terms and Conditions were last updated on **01-07, 2022**

2. Use of MyATC

You may use MyATC for your personal, non-commercial purposes. You may not use MyATC for any other purpose. You are not permitted to:

- (a) make any commercial or derivative use of MyATC;
- (b) use any data mining, robots, or similar data gathering and extraction methods with respect to MyATC or the information or other content contained therein;
- (c) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble or work around technical limitations in the software or source code, disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the MyATC;
- (d) rent, lease, lend, resell, transfer, or sublicense the MyATC;
- (e) provide any third party with access to the MyATC, database or any service or content made available through the MyATC;
- (f) alter, tamper with or attempt to repair the MyATC;
- (g) use the MyATC to:
 - i. publish or make available to the public material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by SATCC in its discretion, acting reasonably; or
 - ii. send spam or other unsolicited material in breach of any laws;
 - iii. impersonate another person; or
 - iv. infringe the intellectual property of any third party.
- (h) use or disclose identifiable or anonymized personal information (e.g., for any data use or sale) to any third party without the express written consent of the individual to whom it refers.

Please note that all access is subject to:

- The MyATC Terms of Use and Conditions;
- The MyATC Consent for Individuals;
- The MyATC Consent for Organizations and Employees of Organizations; and
- The Saskatchewan Apprenticeship and Trade Certification Commission (SATCC) Security Policy.

3. Information within the MyATC

The MyATC allows individuals, organizations and staff of the SATCC to enter information to allow you to track progress related to achievement of a trade journey person certification. **You are responsible for all**

information entered by you and all your choices on how the information is used and displayed within the system.

The MyATC includes you to upload attachments and may include content from third party services that regarding your MyATC account. When you connect a third party device, an additional pop-up may be presented with respect to the applicable device connectivity terms and conditions. The SATCC does not verify, check or monitor the User Entered Information or how you are using or displaying the information within the system. You will be able to amend User Entered Information, but will not be able to amend, change or delete information that is sourced from other service Providers of the SATCC. If you note an error in the information provided by other service providers, please contact the SATCC.

4. Other Content

You agree that the SATCC is not liable in any way for the validity, accuracy, completeness, integrity, quality and timeliness of any information or other content available through MyATC, and that your use or non-use of, and your reliance or non-reliance on, any such information or other content is at your own risk.

5. Registration Information, User IDs and Passwords

Please see the MyATC Consent for privacy statements and the SATCC Security Policy.

You are entirely responsible for all usage or activity on MyATC, by users using your Saskatchewan Account, MyATC account or password, including but not limited to use of your password by any third party. The SATCC will not be responsible for any unauthorized use of your Saskatchewan Account, or MyATC Account user ID or password.

Termination of Access to MyATC Account

The SATCC may, in its sole discretion, terminate or suspend your access to all or any part of MyATC at any time, with or without notice, for any reason, including, without limitation, breach of these Terms and Conditions. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or activity that may otherwise affect the enjoyment of MyATC or access to MyATC by others, may be grounds for termination of your access to all or part of MyATC at the sole discretion of SATCC.

The SATCC will suspend your MyATC account if you do not sign into your account within a 60-month period. Once your account is suspended, you must reactivate your account within 180 days from the date of suspension to recover your account and information. After the 180 days, you must contact the SATCC to re-instate or access information contained with your MyATC account.

Cancellation of your apprenticeship may result in the closing of your MyATC account which may require you to re-register for the MyATC service if access is required again.

7. Intellectual Property Right

Except as otherwise provided herein, nothing in these Terms and Conditions vest or transfer any intellectual property rights including text, images and source code, and trade-mark rights in material used as trade-marks, including text, logos and icons, in or to you and any use, alteration, or replication is

a violation of these Terms and Conditions and applicable Canadian and international intellectual property laws.

You agree to not take any action to jeopardize, limit or interfere with the SATCC or intellectual property rights, including making copies of copyright protected material and using or challenging SATCC's trademarks.

Certain materials or information available to you through the MyATC or through links to third party websites may be subject to third party intellectual property rights. All such intellectual property rights are and shall remain the property of their respective owners or creators (as the case may be). You acknowledge and agree that the SATCC is not responsible for the accuracy, completeness or content provided by or on behalf of third parties.

Trademarks, service marks and logos used in MyATC are the trademarks, service marks, or logos of their respective owners. Nothing on MyATC should be construed as granting any license or right to use any trademark, service mark, or logo displayed in MyATC without the express written permission of the SATCC or the third party that may own the trademark, service mark, or logo.

8. Links to Other Site

Links from or to internet sites outside the MyATC are meant for convenience only and your access to them is at your own risk. The publishers of the outside sites manage their content, which is not reviewed or approved by the SATCC. These links are not endorsements, guarantees or recommendations by the SATCC of the products or services offered on those sites. The SATCC cannot guarantee that these links are functional or secure and cannot be held responsible for damages or prejudice of any nature resulting from the use or the content of the other sites connected to MyATC through links.

9. Privacy and Confidentiality

By agreeing to these Terms and Conditions, you are also agreeing to the MyATC Consent and privacy statements. The MyATC Consent should be reviewed prior to accessing and using MyATC

10. Representations and Warranties

The SATCC makes no representations, warranties or covenants to any person or entity with respect to MyATC. The SATCC does not give any warranties, guarantees, representations or conditions, whether express, implied, statutory or otherwise (including, without limitation, any warranty as to the accuracy, completeness, currency, or suitability of the information delivered as part of the MyATC, third party information, materials or other content, fitness for a particular purpose, compliance with any description, or non-infringement of third party rights) with respect to the MyATC and all such warranties are hereby disclaimed to the maximum extent permitted by applicable law.

You agree that the international conventions concerning the sale of goods (specifically *The International Sale Of Goods Act* (Saskatchewan)) shall not apply to these Terms and Conditions or the provision of any products and services by the SATCC.

The SATCC does not guarantee that MyATC will be provided or available without interruption or error free. MyATC is delivered through third-party network services providers and you understand that there may be service disruptions or outages.

11. **Limitation of Liability and Indemnity**

To the maximum extent permitted by applicable law, the SATCC and Government of Saskatchewan, their agents, assigns, employees, contractors, consultants, and service providers, including Solvera Solutions, and their respective successors and assigns shall not be liable to you or any third party for any direct (except as otherwise set out below), indirect, special, incidental, punitive, or consequential damages whatsoever incurred through the use of MyATC. The SATCC and Government of Saskatchewan is not responsible for any use of MyATC by you or any third party, loss of profit, loss of revenue, loss of reputation, or for any business interruption arising out of or in any way related to these Terms and Conditions, your use of, or inability to use, MyATC. The SATCC and Government of Saskatchewan is not responsible for any information, website content or materials made available by or on behalf of third parties whether referenced in the MyATC or otherwise accessible over the internet.

The aggregate liability of the SATCC and Government of Saskatchewan in connection with these Terms and Conditions, your use of the MyATC or any other circumstance giving rise to liability shall be limited to direct damages arising out of the bad faith, willful misconduct or gross negligence of the SATCC and Government of Saskatchewan.

You agree to defend, indemnify, and hold harmless the SATCC and Government of Saskatchewan, its agents, assigns, employees, contractors, consultants, and service providers and their respective successors and assigns, from and against any and all claims, demands, actions, proceedings, liabilities, judgments, penalties whether civil or criminal, taxes, and all costs, liabilities and expenses (including, without limitation, reasonable legal fees on a solicitor client basis) arising out of or relating to your use of MyATC, or that may be incurred by the SATCC and Government of Saskatchewan arising out of, or relating to, your violation of these Terms and Conditions, the misuse or illegal use of MyATC, or any violation by you of applicable law or rights of any third parties (including intellectual property rights), the failure of you to comply with applicable laws and regulations, any errors in any data supplied to the SATCC and Government of Saskatchewan, or your gross negligence or willful misconduct.

12. **Governing Law and Jurisdiction**

These Terms and Conditions and any transactions contemplated by these Terms and Conditions shall, in all respects, be construed according to, and the rights and liabilities of the parties shall in all respects be governed exclusively by, the laws of the Province of Saskatchewan without reference to the rules of conflicts of law.

13. **Monitoring**

Please note that the SATCC employees reserve the right to monitor and review all communications and data available through MyATC for the purposes of managing MyATC, investigating and troubleshooting incidents, and adding functionality. By accessing the MyATC, you are expressly consenting to these activities.

14. **Changes to the MyATC Terms and Conditions**

The SATCC may modify these Terms and Conditions from time to time and you may be asked to accept such modified Terms and Conditions. If you do not agree to any modifications, you should stop your use of MyATC. Your continued use of MyATC now, or following the posting of notice of any changes in these Terms and Conditions, will constitute a binding acceptance by you of these Terms and Conditions, and any subsequent modifications. You can review the most current version of these Terms and Conditions at any time at <https://saskapprenticeship.ca/myatc>

15. **Contact**

Should you have any questions concerning these Terms and Conditions, please contact the SATCC:

Saskatchewan Apprenticeship and Trade Certification Commission

ATTN: Security Officer

2140 Hamilton Street

Regina, Saskatchewan S4P 2E3

Tel 306-787-2444

Toll Free 1-877-363-0536

Fax 306-787-5105

Email: SATCC@gov.sk.ca