

CALLYSTO LEARNING SYSTEM

Terms of Service

General

[Callysto](#) is a project partnership between Cybera and the Pacific Institute of Mathematical Sciences. Callysto is offered to any interested users but is targeted at teachers and students.

CALLYSTO TERMS OF SERVICE

BETWEEN:

Cybera Inc (“Cybera”)

-and-

You or the entity you represent (the “User”)

(collectively the “Parties”, each a “Party”)

1. Term

- a. Callysto offers learning system infrastructure, online course(s) and materials to users who log into the service at courses.callysto.ca (the “Service”). Users can login and authenticate through an authentication or third-party identity provider such as Google or Microsoft.
- b. So long as the User is in compliance with the Terms of Use and the [Cloud Service Acceptable Use Policy](#) (the “AUP”) of Cybera, the User shall have access to the Service beginning from the creation of the user account until a 60 day notice to terminate the Service is provided, after creation of the user account by Cybera (the “Term”).

2. Access to the Service

- a. The User acknowledges that misuse of the Service or violation of the AUP can lead to temporary or permanent disabling of accounts and administrative actions.
- b. The Service is intended for academic purposes, including research and development. Commercial purposes are not allowed.

- c. Participation in the online course(s) is restricted to individuals who are at least 18 years or older, emancipated minors, or those who are at least 11 years old with consent from a parent or legal guardian; and who are able and competent to enter into this agreement. By accessing this service, you affirm that you meant these eligibility requirements.

3. Terms of Use

- a. The User acknowledges and agrees that they are using the Service on an “as is” basis and that the Service will be maintained by Cybera on a “best effort” basis. The User further acknowledges and agrees that Cybera makes no backups of user data and makes no warranties as to the safety of data or proprietary information on the Service and that Cybera will not be held liable in the event of any loss, damage or misappropriation of data.
- b. Without limiting the generality of the foregoing,
 - i. Cybera shall not be responsible for any limitations, technological problems or systems failure of the Service, including but not limited to any such limitations, technological problems or system failures that cause damage to the User's data, equipment or software.
 - ii. The User acknowledges and agrees that they are solely responsible for their content on the Service, including their data and software, and that Cybera will have no responsibility or liability for same.
 - iii. The User acknowledges that they are solely responsible for their activities on the Service and may be liable under applicable administrative sanctions for their actions, including account termination.
- c. The Parties hereby acknowledge and agree that all intellectual property belonging to each Party as well as all rights arising therefore shall remain the sole and exclusive property of that Party.
- d. Cybera does not accept liability for any damage suffered by the user or a third party as a result of the Service being unavailable.
- e. Cybera has the right to take any other measures that may be necessary to protect Cybera, other users, and/or third parties against damage, disruption, or unauthorized use of the rights of such parties.
- f. Cybera is entitled, without having to inform the parties concerned beforehand, to (temporarily) shut down or limit the use of the Service to the extent that it is necessary for carrying out maintenance activities, within reason, or to enable

Cybera to carry out any necessary modifications and/or improvements to the Service.

Support and questions

For all inquiries or questions please contact: contact@callysto.ca