



INFINITY EDUCATION INC MY BINDER - TERMS & CONDITIONS

Last Updated: July 3, 2026

These Terms and Conditions (“Terms”) govern the use of the My Binder web-based application (“the App”), provided by **Infinity Education Inc.** (“the Supplier”) and accessed through **Skool Community Network - Infinity Education (“IE Skool Community”)**. By purchasing, accessing, or using the App, the purchaser (“the Customer”) agrees to be bound by these Terms.

1. PURPOSE OF THE APP

The App is a digital tool designed to help Customers structure and create student learning journeys, including but not limited to curriculum frameworks and rubrics, Customer branding, student anecdotes, assessments, documents, student work products, self-reflections, photographs and other personal information of students or other users, including minors (“User Data”). The App provides tools for data entry, upload, storage, reporting, tracking, monitoring and communication. The Supplier provides only the software platform. **All decisions and responsibilities regarding the collection, storage, use, disclosure and management of User Data are solely the Customer’s responsibility.**

2. CUSTOMER RESPONSIBILITIES

The Customer acknowledges and agrees that:

- They are solely responsible for all User Data uploaded, entered, or otherwise processed through the App.
- They are solely responsible for obtaining all necessary consents, permissions, and authorizations from students, parents, guardians, or any other individuals whose personal information is collected.
- They are solely responsible for complying with all applicable privacy, data protection, education regulations and applicable law, including but not limited to laws governing minors and sensitive information.
- They must ensure that User Data is accurate, lawful, and appropriate for upload into the App.
- They must maintain the confidentiality of their login credentials and User Data and ensure that only authorized individuals access the App.
- They must ensure that all users accessing the App under your account (e.g. teachers, administrators, staff, parents/guardians, etc.) comply with these Terms.
- The App leverages Artificial Intelligence (“AI”). It is the responsibility of the Customer to review and ensure the accuracy of all AI-produced documentation and materials.
- They must ensure they maintain the confidentiality and not distribute all Supplier Intellectual Property, including, but not limited to, the Infinity Education Curriculum Framework.



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3. SUPPLIER RESPONSIBILITIES

The Supplier will:

- Provide access to the App for Customer use through the IE Skool Community onboarding process.
- Provide access to the Infinity Education Curriculum Framework for Customer use only.
- Maintain reasonable technical safeguards to protect the App's infrastructure in collaboration with third-party app developer.

The Supplier **does not**:

- Assume responsibility for User Data.
- Review, monitor, validate, or moderate any User Data.
- Assume responsibility for the Customer's compliance with privacy, data protection or other relevant laws or regulations.
- Provide legal or compliance advice regarding the Customer's obligations or student education.

4. DATA OWNERSHIP

- The Customer retains full ownership of all User Data.
- The Supplier does not claim any rights to User Data except the limited rights necessary to host and operate the App.

5. PRIVACY & DATA PROTECTION

The Customer understands and agrees that:

- The User Data is stored in Canada and processed in the United States through the App.
- The Supplier is not responsible for the legality, appropriateness, or privacy compliance of User Data uploaded by the Customer.
- The Customer is solely responsible for ensuring that their use of the App complies with all applicable privacy laws, including requirements for consent, disclosure, retention, and destruction.
- The Supplier may process limited technical data (e.g. logs, usage metrics, etc.) for operational efficiency and security purposes.

6. PROHIBITED USE

The Customer may not:

- Upload unlawful, harmful, or inappropriate content.
- Use the App to store or transmit data in violation of any law or regulation.
- Attempt to reverse engineer, copy, or modify the App.



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- Interfere with the App's security or functionality.
- Disclose or distribute the Infinity Education Curriculum Framework at any time, unless permission is granted and received in writing from the Supplier.

7. SUBSCRIPTION, PAYMENT & TERMINATION

- Access to the App requires a valid subscription to the IE Skool Community.
- The Supplier may suspend or terminate access for non-payment or violation of these Terms.
- Upon termination by Customer or Supplier, the Customer is responsible for exporting, backing up and deleting their User Data from the App.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Supplier is not liable for any loss, breach, unauthorized access, or misuse of User Data caused by the Customer's actions, omissions, or failure to comply with privacy legislation or other obligations.
- The Supplier is not liable for indirect, incidental, or consequential damages.

9. NO LEGAL OR COMPLIANCE ADVICE

Nothing in the App or these Terms constitutes legal, regulatory, or compliance advice. The Customer is responsible for consulting qualified professionals regarding their obligations, requirements and responsibilities for their student's education.

10. MODIFICATION TO THE APP or TERMS

The Supplier may update the App or these Terms from time to time. Continued use of the App after changes are posted constitutes acceptance of the updated Terms.

11. GOVERNING LAW

These Terms are governed by the law of Ontario, Canada.

12. CONTACT INFORMATION

For questions regarding these Terms or App, contact:

Infinity Education Inc.

info@infinityeducation.ca

REVISION HISTORY: Established: July 3, 2026