

ONLINE COURSE TERMS OF ENROLLMENT AND REFUND POLICY

YMHC Charitable Foundation

51 Stuart St., Hamilton, Ontario, L8L 1B5, Canada

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Jurisdiction: Province of Ontario, Canada

Important: This document is a draft template for internal review and should be reviewed by qualified legal counsel before adoption or publication.

1. Purpose and Scope

These Online Course Terms of Enrollment and Refund Policy (the "Terms") apply to online courses, online certificate courses, course bundles, digital course materials, downloadable resources, course-related workbooks, digital photocopiable resources, and related online learning products provided by YMHC Charitable Foundation ("YMHC", "we", "us", or "our").

These Terms are intended to apply specifically to online courses and course-related digital materials. They are separate from, and may supplement, YMHC policies or agreements for general purchases, standalone digital/photocopiable books, workshops, presentations, conferences, donations, or other services.

Where a product page, invoice, registration page, written agreement, or written communication from YMHC provides additional or different terms for a specific course or group enrollment, those course-specific or transaction-specific terms will apply to the extent of any conflict, subject to applicable law.

2. Parties

The provider of the online course is:

- YMHC Charitable Foundation
- 51 Stuart St., Hamilton, Ontario, L8L 1B5, Canada
- Email: education@ymhc.ngo

The purchaser, registrant, participant, group administrator, organization, school, school board, district, community organization, agency, or other person or entity purchasing, registering for, accessing, or using an online course or course materials is referred to as "you", "your", "Purchaser", "Registrant", "Participant", or "Client", as applicable.

3. Acceptance of Terms

By doing any of the following, you acknowledge and agree that you have read, understood, and accepted these Terms:

- placing an order for an online course or online course bundle;
- submitting a registration form, manual payment form, purchase order, or group enrollment request;
- paying an invoice or authorizing payment by credit card, debit card, e-transfer, cheque, EFT, wire transfer, direct billing, or other payment method;
- creating or receiving a course account;
- logging into the course portal;
- accessing any course lesson, video, quiz, certificate, downloadable file, workbook, handbook, PDF, digital resource, or other course material; or
- using or distributing any course-related materials under a license granted by YMHC.

If you are registering on behalf of an organization or group, you represent and warrant that you have authority to bind that organization or group to these Terms and that you will ensure all participants comply with these Terms.

4. Definitions

For the purposes of these Terms:

- "Course" means any YMHC online course, online certificate course, e-learning course, course module, course bundle, lesson, video, quiz, certificate, or related online learning product.
- "Course Materials" means any digital or downloadable content provided through or in connection with a Course, including handbooks, workbooks, slides, PDFs, worksheets, checklists, activities, forms, templates, videos, audio, images, text, quizzes, certificates, and other resources.
- "Digital Photocopiable Resource" means a digital resource that may be copied or distributed only within the scope of the license granted by YMHC.
- "Access" includes logging into a course account or portal, opening a course lesson, viewing a video, downloading or opening Course Materials, attempting a quiz, generating a certificate, or otherwise using the Course or Course Materials.
- "System Logs" means electronic records maintained by YMHC or its service providers, including account creation records, login records, timestamps, IP addresses, access records, download records, video viewing records, lesson progress records, quiz records, certificate records, email delivery records, order records, payment records, and related technical records.

5. Nature of Online Courses

YMHC online courses are provided for educational, professional learning, advocacy, awareness, and resource-development purposes. Unless expressly stated in writing by YMHC, Courses do not provide medical advice, legal advice, clinical advice, diagnosis, treatment, therapy, counselling, crisis intervention, or professional supervision.

Course content is not a substitute for professional judgment, local policy, applicable law, clinical assessment, legal advice, or emergency response. Participants are responsible for applying course content appropriately within their professional role, organization, jurisdiction, and context.

If a student, young person, family member, participant, or other person is in immediate danger or requires urgent medical, mental health, legal, or crisis support, contact emergency services, local crisis services, or an appropriate qualified professional.

6. Enrollment, Access, and Account Security

Enrollment is confirmed only after YMHC accepts the registration or order and, where applicable, receives payment or approves invoicing or manual payment arrangements.

YMHC may provide course access by email, user account, enrollment code, direct portal access, or other method determined by YMHC. Course access is granted only to the named individual participant or approved group participants unless YMHC confirms otherwise in writing.

Participants are responsible for maintaining the confidentiality of usernames, passwords, links, coupon codes, access codes, and other access credentials. Course accounts, login credentials, and access links may not be shared, transferred, resold, posted publicly, or used by anyone other than the authorized participant.

YMHC may suspend, restrict, or terminate access if it reasonably believes that an account, coupon code, access link, digital file, or Course Material has been shared, misused, copied, redistributed, accessed without authorization, or used in violation of these Terms.

7. Group Enrollment

Group enrollment may be available for schools, school boards, districts, Indigenous communities, community organizations, agencies, or other organizations, subject to YMHC approval and the pricing, eligibility criteria, and payment terms published or confirmed by YMHC.

Unless YMHC confirms otherwise in writing, group rates apply only to approved participants from the same organization, location, school, board, district, community, or billing entity, as determined by YMHC.

The group administrator or purchaser must provide accurate participant names, email addresses, billing information, payment method, and any other information required to create accounts or provide course access. The group administrator is responsible for ensuring that participants understand and comply with these Terms.

A group purchase is not a license for unlimited participants unless YMHC expressly states this in writing. Each participant must have their own account or approved access record. Substitution of participants may be permitted before a participant has accessed the Course or Course Materials, subject to YMHC approval.

8. Course Access Period

Unless a different access period is stated on the product page, invoice, registration page, or written communication from YMHC, course access will be provided for the period determined by YMHC for that Course or course bundle.

YMHC may update, reorganize, replace, remove, or supplement Course content and Course Materials from time to time to improve quality, accuracy, accessibility, technical performance, or relevance. YMHC may also correct errors, update links, replace files, or modify course structure without creating a right to refund.

YMHC may discontinue or archive a Course where necessary. If a Course is materially discontinued before the stated access period ends, YMHC may, at its discretion, provide reasonable alternative access, a substitute resource, an extension, or another appropriate remedy.

9. Course Completion and Certificates

Certificates of completion may be issued when a participant completes the required lessons, quizzes, activities, or other course requirements determined by YMHC. YMHC may rely on System Logs to verify completion.

A certificate of completion confirms participation or completion of the YMHC Course only. Unless expressly stated in writing, it does not grant a professional designation, licence, certification, accreditation, continuing education credit, employment qualification, clinical qualification, or authorization to provide regulated services.

YMHC may withhold, correct, or revoke a certificate if it reasonably believes that the participant did not complete the required course components, misused the course system, shared access, violated these Terms, or engaged in dishonest, inappropriate, or unprofessional conduct.

10. Payment Terms

All monetary amounts are in Canadian dollars (CAD) unless otherwise stated by YMHC.

Payment may be made through the methods made available by YMHC, including credit card, debit card, e-transfer, cheque, EFT, wire transfer, direct billing, purchase order, or invoice-based payment, where approved by YMHC.

Where online payment by credit card or debit card is available, the payment processor may collect and process payment information subject to its own terms and privacy practices. YMHC does not store complete credit card or debit card numbers unless expressly stated by the payment processor.

Invoices are due within the payment period stated on the invoice. If no payment period is stated, invoices are due within 30 days of receipt. YMHC may withhold or suspend access until payment is received or approved arrangements are confirmed.

Late payments may be subject to interest at a rate of 10.00% per annum or the maximum rate enforceable under applicable legislation, whichever is lower, unless another rate is specified in writing by YMHC.

Processing fees, payment provider fees, administrative fees, bank fees, currency conversion charges, chargeback fees, and returned payment fees may be non-refundable to the extent permitted by law.

11. Taxes

Applicable taxes, if any, will be charged as required by law or as stated on the invoice, order page, or payment page. Purchasers are responsible for providing accurate billing information and any tax exemption information before payment, where applicable.

12. Refund Policy for Online Courses

Because online courses and course bundles include immediate or near-immediate access to digital content, Course Materials, videos, workbooks, handbooks, downloadable PDFs, and other non-returnable digital resources, online course purchases are subject to the following refund policy.

12.1 Non-Refundable After Access

Online course purchases, course bundle purchases, group enrollments, and included Course Materials are non-refundable once any of the following has occurred:

- a participant account has been created or activated;
- login credentials or access instructions have been issued;
- the participant, purchaser, group administrator, or any registered participant logs into the course portal;
- any Course lesson, video, quiz, certificate area, or course page is opened or accessed;
- any Course Material, handbook, workbook, PDF, worksheet, checklist, activity, template, slide, or digital file is opened, downloaded, viewed, or otherwise accessed;
- any course progress, video view, quiz attempt, certificate generation, or download is recorded in System Logs; or
- any part of the digital course bundle has been delivered, accessed, or made available for use.

This non-refundable rule applies even if the participant does not complete the Course, does not use all materials, is dissatisfied with the Course after access, changes roles, changes employment, loses funding, no longer requires the Course, or is unable to attend or complete the Course for personal, organizational, technical, scheduling, or other reasons not caused by YMHC.

12.2 Group Enrollments

For group enrollments, the full group purchase becomes non-refundable once access has been issued to the group administrator or any participant, or once any participant in the group accesses the Course or Course Materials.

No partial refund will be provided for unused seats, inactive participants, staff changes, participant non-attendance, participant non-completion, duplicate registrations caused by the purchaser, or participants who do not log in after access has been issued.

Before a participant accesses the Course or Course Materials, YMHC may, at its discretion, allow substitution of another participant from the same approved organization or billing group.

12.3 Cancellations Before Access

If a purchaser requests cancellation before any course account is created, before access credentials are issued, before digital materials are delivered, and before any participant accesses the Course or Course Materials, YMHC may consider the cancellation request.

Any approved refund before access may be subject to deduction of non-refundable processing fees, payment provider fees, bank fees, administrative fees, or other costs already incurred by YMHC.

YMHC is not required to approve a refund where digital access, digital files, or Course Materials have already been delivered or made available.

12.4 Technical Issues

Participants are responsible for ensuring they have appropriate internet access, device access, browser compatibility, email access, PDF viewing software, and any other technology needed to participate in the Course.

Technical issues specific to the participant, purchaser, organization, workplace network, firewall, email filtering, device, browser, internet service, or software do not create a right to refund after access has been issued or Course Materials have been made available.

If a participant experiences a technical issue, they must contact YMHC within a reasonable time at education@ymhc.ngo and provide sufficient details to allow YMHC to investigate. Where the issue is caused by YMHC systems and materially prevents access, YMHC may provide reasonable technical support, alternative access, an access extension, or another appropriate remedy at its discretion.

12.5 Duplicate Purchases and Administrative Errors

If a duplicate purchase, billing error, or administrative error occurs, the purchaser must contact YMHC promptly at education@ymhc.ngo. YMHC may investigate and, where appropriate, correct the order, issue a credit, provide substitute access, or issue a refund, provided the duplicate or incorrect access has not been used and no Course Materials have been accessed or downloaded.

12.6 Chargebacks and Payment Disputes

Purchasers are encouraged to contact YMHC at education@ymhc.ngo before initiating a chargeback or payment dispute. If a chargeback is initiated for a course that has been accessed or for digital materials that have been delivered, YMHC may provide System Logs, order records, access records, download records, email records, and these Terms to the payment processor, financial institution, or other relevant party to demonstrate access and delivery.

YMHC may suspend or terminate course access while a payment dispute is pending. The purchaser remains responsible for any unpaid amounts, chargeback fees, returned payment fees, and reasonable administrative costs to the extent permitted by law.

12.7 Statutory Rights

Nothing in this Refund Policy is intended to limit any non-waivable rights, remedies, or protections that may apply under applicable law. Where applicable law requires a remedy that differs from these Terms, YMHC will comply with applicable law.

13. Evidence of Access and Delivery

YMHC may maintain System Logs and other electronic records to document course delivery, access, use, completion, downloads, and communications. These records may include account creation timestamps, login timestamps, IP addresses, device/browser information, lesson access records, video progress records, quiz activity, certificate records, download records, email delivery records, order records, invoice records, payment records, coupon use, and support communications.

The purchaser and participants acknowledge that System Logs may be used by YMHC as evidence of course access, digital delivery, course use, completion activity, and eligibility or non-eligibility for refunds.

If a participant or purchaser disputes access or delivery, YMHC may review System Logs and related records and may rely on those records to make administrative, refund, compliance, or account decisions.

14. License to Use Course Materials

All Course Materials are owned by YMHC, its authors, licensors, presenters, contractors, or other rights holders, as applicable. Title, copyright, intellectual property rights, and distribution rights remain with YMHC or the applicable rights holder.

Subject to payment and compliance with these Terms, YMHC grants the authorized purchaser and authorized participants a limited, non-exclusive, non-transferable, revocable license to access and use the Course and Course Materials for their own learning, professional development, or approved internal educational purposes.

Unless YMHC expressly provides a broader written license, participants and purchasers may not:

- share, sell, resell, sublicense, rent, lend, transfer, publish, upload, post, or distribute Course Materials;
- share account credentials, access codes, course links, download links, coupon codes, or digital files with unauthorized persons;
- copy, reproduce, modify, adapt, translate, create derivative works from, or commercially exploit Course Materials;
- upload Course Materials to a public website, shared drive, social media platform, external learning management system, file-sharing service, artificial intelligence system, or other third-party system, except as expressly authorized by YMHC in writing;
- remove copyright notices, watermarks, licence notices, attribution, or other rights-management information;
- record, scrape, download, copy, or reproduce course videos except where a download is expressly provided by YMHC; or
- use the Course or Course Materials in a way that competes with YMHC or substitutes for purchasing appropriate licenses.

15. Digital Photocopiable Resources

Where a Course or course bundle includes a Digital Photocopiable Resource, the scope of photocopying or internal distribution is limited to the licence stated on the product page, invoice, resource, or written communication from YMHC.

Unless YMHC states otherwise in writing, a digital photocopiable resource may be copied only for internal use by the purchasing school, organization, program, or approved location, and only for the purpose of supporting students, families, staff, or participants within that purchasing entity.

A digital photocopiable licence does not permit resale, public distribution, posting online, uploading to public websites, sharing outside the purchasing organization, or distribution to other schools, organizations, addresses, districts, boards, agencies, or communities unless YMHC expressly permits this in writing.

YMHC may use watermarking, purchaser identification, download controls, access controls, and System Logs to protect digital resources and investigate unauthorized distribution.

16. Presenter and Third-Party Content

Courses may include presentations, interviews, videos, embedded content, quotations, links, resources, references, or materials from presenters, partners, third-party organizations, or external websites. These materials are provided for educational purposes and may reflect the views of the relevant presenter or rights holder.

YMHC is not responsible for the availability, accuracy, privacy practices, accessibility, or content of external websites or third-party platforms. External links may change or become unavailable over time.

Course access does not grant permission to reuse presenter content, third-party content, recorded presentations, slides, names, biographies, or images outside the Course unless permission is separately obtained from YMHC or the applicable rights holder.

17. Participant Conduct and Professionalism

Participants must use the Course and any related communication channels respectfully, lawfully, and professionally. Participants must not harass, threaten, defame, abuse, discriminate against, exploit, or harm others; upload malicious code; attempt unauthorized access; disrupt course operations; misrepresent their identity; or use the Course for unlawful, unsafe, or unethical purposes.

YMHC may suspend or terminate access without refund if it reasonably believes that a participant or purchaser has violated these Terms, misused Course Materials, engaged in inappropriate conduct, compromised the safety or privacy of others, or acted in a way that is harmful to YMHC, participants, young people, families, educators, communities, or the integrity of the Course.

Where a participant is enrolled through an employer, school, board, district, organization, or other sponsor, YMHC may, where appropriate and subject to privacy considerations, communicate with the purchasing organization or group administrator about administrative matters, access issues, completion status, payment issues, or serious conduct concerns related to the Course.

18. Privacy and Personal Information

YMHC may collect, use, store, and disclose personal information as reasonably necessary to administer online courses, process registrations and payments, provide access, deliver digital materials, issue certificates, provide support, maintain security, enforce these Terms, comply with legal obligations, and evaluate or improve course delivery.

Information collected may include name, email address, organization, role, billing information, payment status, participant list, course progress, quiz results, certificate status, login and access records, download records, IP address, technical information, support communications, and other information submitted through registration or course systems.

For group enrollments, YMHC may share limited administrative information with the group purchaser or administrator, such as participant access status, completion status, certificate status, technical support status, and payment or registration information, where reasonably necessary to administer the group enrollment.

Participants should not submit confidential student records, personal health information, legal records, or identifying information about students, families, clients, or third parties through the course platform unless YMHC has expressly requested it and appropriate consent and safeguards are in place.

19. Accessibility and Accommodations

YMHC aims to make its online learning resources accessible and usable. Participants who require accessibility-related support may contact YMHC at education@ymhc.ngo. YMHC will review reasonable requests and determine what support or accommodation may be available within the technical, operational, and educational context of the Course.

20. No Guarantee of Outcomes

YMHC does not guarantee that participation in a Course will produce any specific educational, clinical, legal, employment, attendance, school engagement, funding, policy, professional, or organizational outcome. Results depend on many factors outside YMHC's control, including participant engagement, local context, professional judgment, organizational capacity, student needs, family circumstances, and applicable laws and policies.

21. Course Changes, Errors, and Updates

YMHC makes reasonable efforts to provide accurate, useful, and current course content. However, Courses and Course Materials may contain typographical errors, formatting issues, outdated links, transcription errors, caption errors, speaker name errors, or other mistakes. YMHC may correct or update content at any time.

Corrections, updates, file replacements, lesson reorganization, improved captions, updated materials, or other changes do not create a right to refund where access has already been provided.

22. Suspension and Termination

YMHC may suspend or terminate course access without refund if:

- payment is not received, is reversed, is disputed, or is subject to chargeback;

- the participant or purchaser violates these Terms;
- account credentials, access links, digital files, or Course Materials are shared without authorization;
- YMHC detects or reasonably suspects unauthorized copying, downloading, distribution, or misuse;
- the participant or purchaser provides false or misleading registration, billing, or participant information;
- technical, security, legal, or operational issues require suspension; or
- continued access may harm YMHC, other participants, young people, families, educators, communities, or the integrity of the Course.

23. Limitation of Liability

To the maximum extent permitted by law, YMHC and its directors, officers, employees, contractors, presenters, volunteers, affiliates, agents, licensors, and service providers will not be liable for any indirect, incidental, consequential, special, punitive, exemplary, or similar damages, including loss of revenue, loss of funding, loss of data, loss of goodwill, loss of opportunity, business interruption, or organizational disruption arising from or related to the Course, Course Materials, access issues, technical issues, or use of the Course.

To the maximum extent permitted by law, YMHC's total liability for any claim arising from or related to a Course or Course Materials will not exceed the amount actually paid to YMHC by the purchaser for the specific Course giving rise to the claim.

24. Indemnification

To the extent permitted by law, the purchaser and participants agree to indemnify and hold harmless YMHC and its directors, officers, employees, contractors, presenters, volunteers, affiliates, agents, licensors, and service providers from and against any claims, losses, damages, liabilities, penalties, expenses, legal fees, and costs arising out of or related to:

- breach of these Terms;
- unauthorized sharing, copying, distribution, or misuse of Course Materials;
- misuse of course access, account credentials, links, coupon codes, or digital files;
- participant conduct;
- information submitted by the purchaser or participant;
- use or application of Course content in a professional, educational, clinical, legal, organizational, or community setting; or
- violation of applicable law or the rights of any third party.

25. Communications and Notices

YMHC may communicate with purchasers and participants by email, course platform messages, account notices, invoices, receipts, registration pages, product pages, or other electronic communications. Purchasers and participants are responsible for providing accurate email addresses and checking spam, junk, security, or filtering systems that may block YMHC communications.

Questions about online courses, registration, payment, access, or refunds should be sent to education@ymhc.ngo.

26. Force Majeure

YMHC will not be responsible for delay, interruption, or failure to perform caused by events outside its reasonable control, including internet outages, platform failures, payment processor issues, cyber incidents, acts of government, emergencies, natural disasters, labour disruptions, illness, power failures, telecommunications failures, or other events beyond YMHC's reasonable control. YMHC may provide reasonable alternative access, extensions, or other remedies at its discretion where appropriate.

27. Modification of Terms

YMHC may update these Terms from time to time. The version in effect at the time of purchase, registration, renewal, or access will apply unless YMHC provides notice of updated terms and the purchaser or participant continues to access or use the Course after receiving notice.

No amendment or modification requested by a purchaser or participant will be binding unless confirmed in writing by an authorized representative of YMHC.

28. Assignment

Purchasers and participants may not assign, transfer, resell, or sublicense their rights or obligations under these Terms without YMHC's prior written consent. YMHC may assign or transfer its rights and obligations as part of organizational restructuring, platform migration, service provider changes, or other operational needs, subject to applicable law.

29. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be severed or modified to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

30. Waiver

YMHC's failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorized representative of YMHC.

31. Entire Agreement

These Terms, together with the applicable product page, registration page, invoice, receipt, order confirmation, written communication, and any course-specific terms confirmed by YMHC, form the entire agreement between YMHC and the purchaser or participant regarding the online Course and Course Materials.

32. Governing Law

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. The parties agree that any dispute arising from or related to these Terms, the Course, Course Materials, or payment will be dealt with in Ontario, subject to any non-waivable rights or jurisdictional protections that may apply under applicable law.

33. Contact

Questions about these Terms, online course registration, access, payment, or refunds may be directed to:

- YMHC Charitable Foundation
- 51 Stuart St., Hamilton, Ontario, L8L 1B5, Canada
- Email: education@ymhc.ngo

34. Short Refund Policy Summary for Website or Checkout Page

Online course purchases and course bundles are non-refundable once course access has been issued, an account has been created or activated, any participant logs into the course portal, or any course lesson, video, quiz, certificate area, handbook, workbook, PDF, downloadable resource, or other digital material has been opened, viewed, downloaded, or otherwise accessed. YMHC maintains system logs showing account creation, access, downloads, progress, and completion. Before access is issued or digital materials are delivered, cancellation requests may be reviewed by YMHC and may be subject to non-refundable processing, payment, and administrative fees. For group

enrollments, the purchase becomes non-refundable once access is issued to the group administrator or any participant, or once any participant accesses the course or materials. This policy does not limit any non-waivable rights under applicable law. Questions may be sent to education@ymhc.ngo.

35. Acceptance Statement for Checkout or Registration

By completing this purchase or registration, I confirm that I have read and agree to YMHC's Online Course Terms of Enrollment and Refund Policy. I understand that online course purchases and course bundles are non-refundable once course access is issued, an account is created or activated, or any course content or digital materials are accessed, opened, viewed, or downloaded. I understand that YMHC may use system logs to verify access, downloads, course progress, and completion.