



These Terms of Service (“Terms”) govern your access to and use of the ProsperLMS® learning management system, related websites, training materials, digital tools, documentation, and any associated services (“Services”). These Terms form a binding agreement between you (“User”, “you”, “your”) and ProsperLMS® (“ProsperLMS®”, “we”, “our”).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE, BUT ARE NOT LIMITED TO, VARIOUS LIMITATIONS AND EXCLUSIONS, AND INDEMNITIES.

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Services.

1. Acceptance of Terms

Your use of the Services signifies your acceptance of these Terms, as well as all policies, guidelines, and supplemental agreements referenced herein. These Terms apply to all categories of users, including organizations, administrators, supervisors, instructors, and individual learners who access ProsperLMS® through an employer or independently.

You represent that you are authorized to enter into this Agreement and, where applicable, act on behalf of your organization in accepting these Terms.

2. Definitions

For clarity, the following definitions apply throughout this document:

- **“Account”** refers to the unique user profile used to access the Services.
- **“Content”** refers to any course materials, resources, documents, media, assessments, or data accessible through the Services.
- **“Organization”** refers to an employer, training provider, or educational institution that sponsors or manages user access.
- **“User Data”** refers to personal information, training records, and usage data processed by the Services.

Additional definitions may be provided in relevant policy documents or supplemental agreements.

3. License and Permitted Use

ProsperLMS® grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Services solely for lawful training, compliance, and educational purposes. This license is conditioned upon your compliance with these Terms.

You agree that you will not:

- Copy, distribute, or reproduce any portion of the Services;
- Modify, translate, or create derivative works based on ProsperLMS® materials;
- Reverse-engineer, decompile, or attempt to extract source code from the platform;
- Circumvent authentication mechanisms, access restrictions, or security controls;
- Use automated tools, bots, or scripts to interact with the Services in unauthorized ways.

ProsperLMS® retains all rights not expressly granted herein.

4. User Responsibilities

You are responsible for ensuring that your use of the Services complies with applicable laws, workplace requirements, organizational policies, and safety practices. You must ensure that any hardware, software, or network equipment used to access the Services is properly secured, updated, and configured.

You agree to promptly report any operational issues, suspected breaches of security, or unauthorized activity to ProsperLMS® Support or your organizational administrator.

5. Honour Code

ProsperLMS® relies on the integrity of all learners to uphold our Honour Code. Users are expected to act honestly and in good faith when completing training modules, assessments, exams, and required exercises.

By using the Services, you agree that:

- You, and only you, will complete your assigned coursework, exams, quizzes, and exercises.
- You will not copy, screenshot, record, distribute, publish, or otherwise share exam questions, assessment materials, or answer keys.
- You will not assist other users by providing answers, sharing restricted content, or completing training on their behalf.
- You will not engage in any activity designed to improperly obtain a certificate or misrepresent your completion status.

If ProsperLMS® becomes aware of suspected fraudulent activity — including falsified certificates, manipulated results, unauthorized access, or attempts to bypass training requirements — ProsperLMS® will conduct an investigation.

If fraud is confirmed, ProsperLMS® may take any or all of the following actions:

1. **Revoke access** to the learning management system for any individuals involved;
2. **Invalidate or deny the authenticity** of any certificates obtained through fraudulent means, including in response to verification requests;
3. **Notify appropriate employers, industry partners, regulators, or training authorities** of the offense, where relevant;
4. **Suspend or terminate organizational access** where systemic misuse is identified.

ProsperLMS® works closely with industry groups and regulatory bodies. Where a course or certification is associated with a specific industry standard, ProsperLMS® may be required to report confirmed offences to

the appropriate governing or partner organization. (Example: Safety-critical training may require notification to designated industry associations.)

All actions taken will be consistent with applicable laws, privacy requirements, and contractual obligations.

6. Passwords and Account Security

Your ProsperLMS® account is personal and must be protected.

You agree to:

- Keep your username and password confidential;
- Not share your login credentials under any circumstances;
- Use strong, unique passwords and update them periodically;
- Notify ProsperLMS® immediately if you suspect unauthorized access;
- Log out after each session, especially on shared computers.

You are responsible for all activity conducted through your account. ProsperLMS® is not liable for losses resulting from failure to safeguard your credentials.

7. Privacy and Data Protection

ProsperLMS® processes personal data in accordance with GDPR, PIPEDA, and other applicable privacy laws. User Data is collected for the legitimate purposes of delivering training, maintaining platform security, generating compliance records, and improving the quality of the Services.

Users have the right to access, correct, export, or request deletion of their data, subject to legal and organizational obligations. Full details are provided within our [Privacy Policy](#).

8. Payment Processing

When payment processing is required, ProsperLMS® uses secure third-party providers (e.g., PayPal, Stripe) that comply with PCI DSS standards. Payment credentials are never stored on ProsperLMS® servers. All transactions are encrypted using modern TLS protocols.

9. Communication Consent

ProsperLMS® complies with Canada's Anti-Spam Legislation (CASL). Marketing emails are sent only with express consent and include an unsubscribe option. Service and account notifications are

10. Intellectual Property Rights

All platform technology, course content, designs, trademarks, branding, and related intellectual property are owned by ProsperLMS® or its licensors. You receive no ownership rights by using the Services.

Users retain ownership of content they upload but grant ProsperLMS® a limited license to host, process, and deliver that content as required for the functioning of the Services.

11. Acceptable Use

You agree not to use the Services to upload or transmit content that is unlawful, defamatory, abusive, harassing, obscene, misleading, infringing, or otherwise harmful. ProsperLMS® may remove content or disable accounts that violate these standards.

12. Security and Breach Notification

ProsperLMS® maintains administrative, technical, and organizational safeguards to protect data from unauthorized access or disclosure. In the event of a confirmed data breach that may impact user privacy, ProsperLMS® will notify affected users and regulatory authorities within required timelines.

13. Account Suspension and Termination

ProsperLMS® may suspend or terminate access to the Services if a user breaches these Terms, disrupts platform operations, misuses training materials, or jeopardizes security.

Upon termination, most personal data will be deleted or anonymized within 90 days unless legal or accounting obligations require retention.

14. Limitation of Liability

To the fullest extent permitted by law, ProsperLMS® is not liable for any indirect, incidental, consequential, punitive, or special damages arising from use of the Services, including loss of data, loss of business, or loss of profits.

The maximum aggregate liability of ProsperLMS® for any claim is limited to the total fees paid by the user or organization in the twelve (12) months preceding the claim.

15. Indemnification

You agree to indemnify and hold harmless ProsperLMS® and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, or expenses resulting from your misuse of the Services or violation of these Terms.

16. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the Province of Alberta and the federal laws of Canada where applicable. Disputes that cannot be resolved informally will be submitted to binding arbitration in Alberta, in accordance with the Arbitration Act (Alberta).

17. Updates to These Terms

ProsperLMS® may update these Terms to reflect changes in law, technology, or operational requirements. Revised Terms will be posted on our website, and continued use of the Services constitutes acceptance of the updated Terms.

18. Certificate Integrity and Replacement

Certificates of completion generated by ProsperLMS® are official training records and must not be altered, edited, modified, falsified, reproduced, or otherwise tampered with in any form. Any attempt to change the formatting, content, dates, names, or verification details on a certificate is strictly prohibited.

If a certificate is lost or a replacement is required, users must log in to their ProsperLMS® account to access or download an authentic electronic copy. ProsperLMS® does not issue certificates manually and will not send certificates to third parties.

ProsperLMS® will only transmit an electronic certificate to:

- The email address associated with the user's account; and/or
- The email address of the organization or purchaser who originally provided access to the training.

ProsperLMS® will not disclose, distribute, or forward certificates to any other individual or external parties without proper account authorization.

19. Contact Information

ProsperLMS® Ltd.

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