

Terms of Service (Canada)

These Terms of Service govern access to and use of Squirrel Ai's Canadian website, learner platform, apps, connected learning devices, digital learning content, support tools, local Learning Centre offerings, and other related products or services that link to or reference these Terms. In these Terms, Squirrel Ai Learning, Inc. is referred to as "Squirrel Ai," "we," "us," and "our." These Terms are between Squirrel Ai and the parent or legal guardian who accepts them. Individuals under the age of eighteen may use the Services only with that person's authorization and under that person's responsibility.

Effective date: 10/01/2026.

Contracting entity: Squirrel Ai Learning, Inc.

Applies to: Canadian website, app, learner platform, connected devices, Learning Centre offerings, and related Services.

Reference materials may include the Squirrel Ai Privacy Policy, product design feature disclosures, and feature specific notices or consent forms. The Squirrel Ai Privacy Policy is not part of, and is not incorporated by reference into, these Terms. Those materials explain privacy practices, functionality, or consent choices, and do not form part of or amend these Terms.

1. Acceptance of These Terms

By accessing, using, registering for, purchasing, activating, or interacting with the Services, you, the parent or legal guardian accepting these Terms, agree to these Terms on your own behalf and on behalf of each child whom you authorize to use the Services. You may authorize a child to use the Services as an authorized learner, but the child is not a contracting party. If you do not agree to these Terms, do not access or use the Services.

We may update these Terms from time to time. For changes that require notice or consent under applicable law, we will provide the required notice or obtain the required consent and identify the effective date. Otherwise, changes become effective when posted or as otherwise stated. Continued use after the effective date may constitute acceptance only to the extent permitted by law. Nothing in these Terms limits rights or remedies that cannot be excluded under applicable law.

2. Scope of the Services

The "Services" may include, as applicable:

- our Canadian websites, apps, learner platform, portals, account interfaces, and parent or family facing account management tools;
- connected learning devices and related software or firmware, including device activation, account binding, registration, administration, settings, updates, and support;
- digital learning content and educational functions, including lesson delivery, question answering, grading, oral practice, speech interaction, handwriting related functions, assessments, recommendations, and related learning tools;

- learner accounts, learning records, reports, wrong answer review, progress tools, usage summaries, and parent or legal guardian visibility into learner activity and educational records;
- feature permissions and tools that may, when enabled and permitted, use voice, camera, microphone, focus or emotion analysis, screen or current activity capture, location, connectivity, Bluetooth, Wi-Fi, device status, device identifiers, telemetry, or application list information;
- customer support, account support, and service communications, and optional messaging, reminder, or notification programs that refer to these Terms or separate messaging terms.

Squirrel Ai may make the Services available through or in coordination with a local Learning Centre. “**Learning Centre**” means a physical location, including a home or other space, at which learners use Squirrel Ai learning tablets and access the Services under local supervision. A Learning Centre is independently owned and operated by a Squirrel Ai franchisee. Squirrel Ai sells the learning tablets and related subscriptions to the franchisee, and the franchisee provides the devices at the Learning Centre and sells the tablets, subscriptions, and local learner-supervision services directly to parents and legal guardians, collecting all related parent payments. The Learning Centre is not Squirrel Ai, its affiliate, agent, partner, or employee solely because it uses the Squirrel Ai name or offers the Services. Centre-based services, scheduling, premises, staffing, fees, and policies may be governed by a separate agreement with the applicable Learning Centre. These Terms govern your relationship with Squirrel Ai and do not create or incorporate a franchise agreement.

Certain products, Services, promotions, subscriptions, or centre-specific offerings may also be subject to additional checkout disclosures, refund terms, enrollment materials, or a separate written agreement. If a contractual term expressly identified for a specific offering conflicts with these Terms, that contractual term controls only for that offering to the extent of the conflict. The Learning Centre is an independent seller and is not Squirrel Ai’s agent.

3. Eligibility and Minor Users

Only a parent or legal guardian with legal authority to act for a child may accept these Terms, create or manage an account, purchase or activate the Services, or authorize a child to use them. You must have capacity to enter a binding contract under applicable law. These Terms form a contract only with you. A child may use the Services only with your authorization and under your supervision and responsibility and is not a party to these Terms.

- If you are a parent or legal guardian, you are responsible for the child’s use of the Services under your account or an account you authorize or manage, including supervising use and ensuring that the Services are appropriate for the child.
- If a learner account is created, activated, or managed through a local Learning Centre, you remain responsible for the child’s authorization and any permissions or purchases you make. The Learning Centre may have its own registration, permissions, purchases, notices, or feature controls, scheduling, payment, and service terms.
- Any feature-specific consent, permission, or notice required by applicable law will be presented separately. You are responsible for reviewing those choices and, where applicable and legally permitted, enabling or withdrawing permissions for the child’s use.

4. Accounts, Registration Information, and Account Security

- You must provide accurate, current, and complete information when creating or using an account and must keep that information updated. You may create or manage a learner profile only for a child for whom you are the parent or legal guardian.
- You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account, including activity by an authorized child, except to the extent caused by our failure to maintain reasonable security measures.
- You must promptly notify us if you believe your account credentials have been lost, stolen, misused, or compromised.
- We may refuse registration, suspend access, require credential resets, or restrict account functionality if we reasonably believe account information, permissions, or use is inaccurate, unauthorized, misleading, insecure, unlawful, or being used in violation of these Terms.

5. Acceptable Use and Prohibited Conduct

You agree not to do any of the following in connection with the Services, including to take reasonable steps to prevent an authorized child from doing so:

- use the Services for unlawful, fraudulent, deceptive, abusive, exploitative, competitive intelligence, or otherwise unauthorized purposes, or in a way that may harm a learner or another person;
- share, sell, rent, lend, sublicense, or transfer account credentials, or permit any person other than the authorized user or authorized child for whom the account was created to access the account, Services, or learner records;
- interfere with, disrupt, damage, disable, overburden, or impair the Services, connected devices, or supporting systems;
- attempt to bypass security protections, rate limits, permissions, or feature restrictions;
- upload, transmit, or introduce malicious code, malware, spyware, or other harmful material;
- copy, scrape, harvest, crawl, competitively benchmark, test, monitor, or systematically extract data or content from the Services, or use bots, scripts, agents, or other unauthorized automation to access, query, operate, or interact with the Services, except as permitted by applicable law;
- reverse engineer, decompile, disassemble, or attempt to derive the source code, model weights, prompts, system instructions, training data, underlying models, algorithms, or other non-public components of the Services; or use the Services, content, inputs, or outputs to train, test, finetune, validate, or develop any artificial intelligence or machine learning model or competing product, except to the extent applicable law prohibits restricting that activity;
- impersonate any person or entity, misrepresent your identity or affiliation, create or use a false account, or obtain access to an account or data without authorization;
- infringe, misappropriate, or violate our rights or the rights of others; and
- use the Services to cheat, plagiarize, misrepresent authorship, evade academic integrity controls, submit work that is not your own, or otherwise undermine academic integrity, or use them in a way that could create safety, privacy, educational integrity, or compliance risks for learners, families, Learning Centres, or other users.

6. Devices, Connectivity, and Technical Requirements

You are responsible for obtaining and maintaining compatible power, internet connectivity, mobile connectivity where applicable, and other hardware, software, or services needed to access and use the Services. Squirrel Ai learning tablets are provided through the Learning Centre; no bring-your-own-device (BYOD) model applies. Squirrel Ai ships the tablets to the franchisee, which provides them to learners for use at the Learning Centre. For any Squirrel Ai device, you must follow activation, setup, care, security, and safe use instructions. Squirrel Ai provides platform-level support resources and service levels for the Services. The applicable purchase or lease terms between you and the Learning Centre govern device ownership, delivery, risk of loss, device replacement, warranty, return, and repair rights, subject to applicable law

- Some features may require software or firmware updates, device settings, enabled permissions, or compatible hardware. We may require updates for security, compatibility, or continued access, and a feature may not function if a required permission or update is denied, withdrawn, or not installed. You must not tamper with, alter, root, jailbreak, disable, or remove security controls, labels, or installed software or firmware, except as permitted by applicable law.
- Service performance may vary based on device capability, network availability, operating environment, location, at home or Learning Centre-based use and third-party infrastructure.
- We are not responsible for interruptions, delays, or failures caused by internet service providers, mobile carriers, device manufacturers, app stores, operating systems, or other third parties outside our reasonable control.

7. Service Changes, Availability, and Maintenance

We may modify, update, improve, suspend, or discontinue all or part of the Services, including features, content, availability, user interfaces, device capabilities, or support channels. We will give notice where required by applicable law.

- We may perform scheduled or unscheduled maintenance, updates, patches, and service changes.
- We do not guarantee that the Services will always be available, uninterrupted, secure, current, or error free.
- We may remove or restrict access to content, features, or accounts if reasonably necessary for safety, legal compliance, operational integrity, or system security.

8. Purchases, Fees, and Paid Offerings

Certain Services may require payment, enrollment, activation, or purchase. Parents and legal guardians purchase the tablet, related subscription, and local learner-supervision services from the Learning Centre, which collects all parent payments. Squirrel Ai does not collect payments directly from parents. Before you place an order or enroll, the Learning Centre or applicable checkout materials will disclose the total price, applicable taxes, shipping or delivery charges, payment schedule, term, renewal and cancellation mechanics, any free trial or promotional conversion (if applicable), and material terms required by applicable law. You authorize a charge only by expressly submitting the order or otherwise providing the consent required by law.

- Prices, billing timing, payment methods, and the applicable currency, as well as any plan or subscription term, free trial or promotional period, conversion to a paid Service, renewal date and price, cancellation method, and refund, return, exchange, or credit rules will be disclosed before purchase or enrolment in the applicable checkout, order, or enrolment materials. Squirrel Ai will provide notice of price changes as required by applicable law.
- Refunds, cancellations, credits, and returns will be handled as stated in the applicable purchase or refund terms. Payments are intended to be non-refundable, except where a refund is required by applicable law. Unless applicable law requires otherwise, cancelling a recurring Service before the next renewal prevents future charges and takes effect at the end of the current paid period. Nothing in those terms or these Terms limits a right to cancel, obtain a refund, reject goods, or pursue another remedy that cannot be waived under applicable law.
- We may suspend or limit access to a paid Service for an overdue, reversed, rejected, disputed, or reasonably suspected unauthorized payment, subject to providing any notice and opportunity to cure if required by applicable law.
- If a paid offering includes recurring charges, auto renewal, or subscription billing, the Learning Centre or applicable checkout materials will disclose the amount, frequency, renewal date or term, cancellation method, and any applicable notice period before obtaining consent. A free trial or promotion will convert to a paid subscription only where the conversion terms, price, timing, and cancellation method have been disclosed and any required consent obtained. The Learning Centre or applicable checkout materials will provide renewal notices, receipts, and a simple cancellation method where required by applicable law.

We will comply with applicable federal, provincial, and territorial requirements. If a mandatory consumer protection rule applies to an offering, it prevails over any inconsistent provision in these Terms, and nothing in these Terms limits non-waivable consumer protections.

Where a paid offering is delivered by or through a local Learning Centre, the applicable Learning Centre is an independently owned and operated Squirrel Ai franchisee and independently sells the tablet, related subscription, and local learner-supervision services directly to parents and legal guardians. The Learning Centre collects all parent payments. Applicable checkout or enrolment materials will identify the applicable prices, refund process, and any other terms required by applicable law. Each entity remains responsible for its own representations and obligations.

9. Text Messaging Programs

If you enroll in a Squirrel Ai text messaging program, your participation may also be governed by a separate text messaging terms document provided by Squirrel Ai. That document will address program descriptions, message frequency, message and data rates, HELP and STOP instructions, customer support contacts, carrier disclaimers, and consent and withdrawal options. Consent to receive promotional text messages is not a condition of any purchase or Service.

10. Privacy

Personal information is handled in accordance with applicable law and is described in the Squirrel Ai Privacy Policy. The Privacy Policy is mentioned solely for informational purposes and is not part of and is not incorporated by reference into these Terms.

11. Third-Party Services and Links

The Services may include or rely on third-party services, platforms, tools, integrations, payment processors, logistics providers, device components, app stores, cloud services, or links to third-party websites.

- Third-party terms, privacy policies, and operating rules may apply to your use of those third-party services. They are separate from these Terms and are not incorporated herein unless otherwise expressly stated.
- We are not responsible for the availability, accuracy, content, privacy practices, or performance of third-party services that we do not control.
- Your interactions with third parties are solely between you and the third party, except as otherwise expressly stated by us or required by law.

12. Educational Nature of the Services

The Services are designed to support learning, assessment, educational engagement, and related operational support, and may include automated or AI enabled features. Individual experiences and outcomes will vary. AI generated or automated suggestions, answers, grading, recommendations, reports, or other outputs may be incomplete, inaccurate, biased, non-unique, or unsuitable for a particular learner or purpose. You must use human judgment, review outputs against appropriate sources, and not rely on them as the sole basis for a consequential educational, safety, or other decision. The Services are not a substitute for a parent's, guardian's, teacher's, or other qualified professional's judgement.

We do not guarantee any particular learning outcome, educational result, academic improvement, admission result, ranking, test score, scholarship, or other performance outcome.

13. User Content, Feedback, and Submissions

If you submit, upload, record, transmit, or otherwise make content available through the Services, you retain ownership of such content. If you submit content on behalf of a child, you represent that you are authorized to do so.

- You grant Squirrel Ai a non-exclusive, worldwide, royalty free license to host, store, reproduce, process, adapt, display, transmit, and otherwise use that content as reasonably necessary to operate, provide, secure, support, maintain, and improve the Services, to comply with law, and to enforce our rights and policies.
- You represent and warrant that you own or control the rights needed to submit the content and grant this license, and that doing so does not violate law or another person's rights.
- We may use feedback, suggestions, ideas, or proposals you provide without restriction or compensation, to the extent permitted by law.
- We may remove or restrict access to content that we reasonably believe violates these Terms, applicable law, or the rights of others, subject to any notice or remedy required by applicable law.

14. Intellectual Property

The Services, including software, firmware, designs, branding, trademarks, curricula, written materials, images, graphics, audiovisual works, interfaces, reports, compilations, and other content made available by us, are owned by Squirrel Ai or its licensors and are protected by intellectual property and other applicable laws.

- Except as expressly permitted by us in writing or as allowed by law, you may not copy, reproduce, modify, distribute, publish, display, sell, license, lease, transfer, create derivative works from, or otherwise exploit the Services or any part of them.
- You may not remove, obscure, or alter any copyright, trademark, patent, or other proprietary notices.
- Except as expressly permitted by us in writing or as allowed by law, you may use the Services only under a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license for your own personal, non-commercial educational use and for the authorized educational use of a child under your responsibility. You may not resell, rent, lease, lend, sublicense, transfer, or otherwise make the Services, content, or account credentials available to another person or use them to provide services to third parties.

15. Copyright Complaints

If you believe that content available through the Services infringes your copyright, you may send a written notice to info@squirrelai.com with the subject line “Copyright Infringement/Violation Notice.” Please include: (a) your name and address, together with other contact information; (b) identification of the work or subject matter to which the claimed infringement relates; (c) the location data for the allegedly infringing material, such as a URL or IP address; (d) a statement of your interest or right in the work or subject matter; and (e) the date and time of the claimed infringement. A brief description of the alleged infringement and any information needed to identify the material may also assist our review. A notice under this section is not a request for removal and does not require removal of the material unless required by applicable law or another legal obligation.

16. Disclaimer of Warranties

To the maximum extent permitted by applicable law, and subject to the express terms of any applicable purchase or enrollment agreement, the Services are provided on an as is and as available basis.

- **We disclaim implied warranties, conditions, and guarantees, including those relating to merchantability, fitness for a particular purpose, title, non-infringement, and quiet enjoyment, to the extent permitted by law.**
- **We do not warrant that the Services will be uninterrupted, timely, secure, accurate, reliable, complete, or free from errors, defects, viruses, or harmful components.**
- **We do not warrant that content, recommendations, reports, or outputs generated or delivered through the Services will be correct, complete, or suitable for any particular purpose.**

17. Limitation of Liability

To the maximum extent permitted by applicable law, Squirrel Ai and its affiliates, licensors, service providers, contractors, officers, directors, employees, and agents will not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or similar damages arising out of or relating to the Services, even if advised of the possibility of such damages.

To the maximum extent permitted by applicable law, the total aggregate liability of Squirrel Ai and its affiliates arising out of or relating to the Services will not exceed the greater of:

- the total amount you paid for the specific Service giving rise to the claim during the twelve months before the event giving rise to the claim; or
- one hundred Canadian dollars (CAD \$100).

Nothing in these Terms excludes, restricts, or limits liability or a right or remedy to the extent it cannot be excluded, restricted or limited under applicable law. Nothing in these Terms limits your liability arising from your misrepresentation, fraud, or intentional misconduct. Squirrel Ai may seek interim, interlocutory, permanent injunctive, equitable, or other relief for actual or threatened infringement of intellectual property, unauthorized access, credential sharing, security misuse, or breach of confidentiality, to the extent permitted by law.

18. Indemnification

To the extent permitted by applicable law, you will indemnify and hold harmless Squirrel Ai and its affiliates, officers, directors, employees, contractors, licensors, and service providers from and against claims, liabilities, damages, losses, judgments, settlements, costs, and expenses, including reasonable legal fees and costs, arising out of or relating to the matters listed below:

- your or your authorized child's violation of these Terms;
- your or your authorized child's misuse of the Services;
- your or your authorized child's violation of applicable law or the rights of any third party; or
- content or materials you or your authorized child submit, upload, or make available through the Services.

We will promptly notify you of an indemnified third-party claim, but delay will relieve you of obligations only to the extent materially prejudiced. You may control the defence with counsel reasonably acceptable to Squirrel Ai. We may participate at our own expense. You may not settle a claim without our prior written consent if the settlement admits fault, imposes an obligation on, or does not fully release, an indemnified party.

19. Suspension and Termination

You may stop using the Services at any time. We may suspend, restrict, disable, or terminate all or part of your access to the Services if we reasonably determine that any of the following applies. We will provide notice and a reasonable opportunity to cure where practicable and

required by law, but may act without prior notice where necessary to protect people, the Services, or legal or compliance interests:

- you have violated these Terms or applicable law;
- your use of the Services presents security, fraud, safety, educational integrity, or operational risks;
- payment for a paid offering is overdue, reversed, or unauthorized;
- we are required to do so by law or legal process; or
- continued operation of the relevant Service is no longer commercially or operationally feasible.

We may investigate suspected violations of these Terms and preserve or disclose information where we reasonably believe it is necessary to comply with law or legal process, protect users, the public, or our rights, or enforce these Terms. We may refer matters to and cooperate with law enforcement, regulatory, or other governmental authorities, including in relation to suspected unlawful conduct, security incidents, or threats to learner safety.

On suspension or termination, your right to access and use the affected Services ends immediately unless we state otherwise. You must stop using the affected Services and, on request, return or delete copies of Squirrel Ai content, subject to applicable law. We may disable or delete accounts and associated content after any retention period required by applicable law. Suspension or termination does not affect accrued rights, payment obligations, or any non-waivable cancellation, refund, return, or other consumer remedy. Sections that by their nature should survive termination will survive, including sections addressing intellectual property, disclaimers, limitation of liability, indemnification, disputes, and miscellaneous provisions.

20. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or relating to them or the Services will be governed by the laws of the Province of Ontario and the applicable federal laws of Canada, without regard to conflict-of-law principles.

Unless applicable law provides otherwise, you and Squirrel Ai attorn to the exclusive jurisdiction of the courts in the City of Toronto, Ontario, for any dispute that is not resolved informally.

Nothing in this section or these Terms is intended to waive any non-waivable rights or remedies a user may have under applicable law, or to require a forum, remedy, or limitation that applicable law does not permit. If applicable law conflicts with these Terms, that applicable law prevails and the affected provision applies only to the minimum extent permitted by law.

Before filing a formal claim, we encourage you to contact us first at info@squirrelai.com so that we can attempt to resolve the matter informally.

21. Miscellaneous

- **Entire agreement.** These Terms, together with any contractual order or enrollment terms expressly identified as applying to the relevant Service form the entire agreement between you and Squirrel Ai regarding that Service.

- **Severability.** If any provision of these Terms is held unlawful, invalid, or unenforceable, the remaining provisions will remain in full force and effect. Any invalid provision will be read down only to the minimum extent required by law.
- **No waiver.** Our failure to enforce any provision of these Terms is not a waiver of that provision or any other provision.
- **Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms to an affiliate or successor in connection with a reorganization, merger, acquisition, sale of assets, or operation of law.
- **Electronic communications and contracting.** You consent to receive notices, agreements, receipts, account communications, and other communications electronically, including by email, account notification, website posting, or other digital means, where permitted by law. You may withdraw consent to electronic communications where law permits, but doing so may limit access to some Services.
- **Force majeure.** Neither party will be responsible for a delay or failure to perform caused by an event beyond its reasonable control, including a natural disaster, epidemic, war, civil disturbance, labour disruption, government action, power or network failure, or failure of a third party provider, except that this does not excuse payment obligations already due or obligations that cannot be excused under applicable law. The affected party will use reasonable efforts to mitigate and resume performance.
- **No third-party beneficiaries.** These Terms do not confer any right or remedy on any person other than you and Squirrel Ai, unless expressly stated in these Terms and except as required by applicable law.
- **Notices.** Unless applicable law requires a different method, we may deliver notices to you by email or other electronic contact details associated with your account, in-app notification, or posting within the Services. You may give notice to Squirrel Ai using the email or address in Section 22. Notices relating to renewal, price changes, cancellation, termination, or consumer rights will be given in the form and within the time required by applicable law.

22. Contact Information

If you have questions about these Terms, a purchase, or a Service, please contact:

- Squirrel Ai Learning, Inc.
- 800 Bellevue Way NE, Suite 500, Bellevue, WA 98004, United States
- **Email:** info@squirrelai.com
- **Website:** www.squirrelai.com