Terms of Service

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BU111 Assist is an independent study tool created and operated by a student. It is **not affiliated with, endorsed by, sponsored by or operated by** Wilfrid Laurier University, the University of Waterloo, or any BU111 instructor or teaching assistant.

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1. Acceptance of these Terms

These Terms of Service ("Terms") govern your access to and use of bu111midterm.com and its related pages and features (the "Service"), operated by BU111 Assist ("we", "us", "our"). By creating

an account, starting a free trial, making a payment or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

BU111 Assist is not a limited liability company, corporation or other separate legal entity. It is operated by an individual as a sole proprietorship, and all of its profits are reported and taxed as that individual's personal income.

Definitions. In these Terms, unless the context requires otherwise:

- **"Past Midterm Resources"** means the section of the Service labelled "Past Midterm Resources" or "Past Midterms", and every link, preview image and description within it. References in these Terms or on the Service to "past midterms", "past midterm resources", "past exams" or "past midterm materials" all refer to, and are to be read as, Past Midterm Resources.
- **"Lecture Slideshows"** means the section of the Service labelled "Slideshows", and every link, preview image and description within it. References to "slideshows", "slide decks", "lecture slides" or "lecture slideshows" all refer to, and are to be read as, Lecture Slideshows.
- Both Past Midterm Resources and Lecture Slideshows consist of hyperlinks to materials hosted by third parties, and are subject to section 7 (Intellectual property and the legal basis of the Service).

2. The Service

The Service is an independent study aid for students taking BU111 (Understanding the Business Environment). It provides original study notes, flashcards, practice questions, diagnostics, short-answer scenarios, lecture summaries and reading guides, together with links to materials hosted by third parties. The Service is not official course material and is not a substitute for attending lectures or reviewing the materials your instructors provide.

3. Accounts

- You must provide accurate information when creating an account and keep your password confidential.
- Each account is for one individual. You may not share, transfer, sell or resell your account or access to the Service.
- You are responsible for all activity under your account. We may suspend or terminate accounts that breach these Terms.

4. Fees, free trial, refunds and referrals

- New accounts receive a limited free trial. After the trial, access to paid features requires a one-time payment of **$15 CAD**. Payments are processed by Stripe; we do not receive or store your payment card details.
- The fee is charged for access to the Service's own features and original content, and for the convenience of having links to course-related resources organized in one place (see section 5). **No fee is charged for, and no right is sold in, any third party's intellectual property.**
- Paid access applies to the current academic term's BU111 materials. It is not a subscription and is not renewed automatically.
- Refund requests may be submitted through the contact form below and are reviewed on a case-by-case basis.

Referral program

- **Your link.** Each account receives a personal referral link, available on the Payments page and the paywall.
- **Qualifying referral.** A referral qualifies when a new account is created through your link by a different person, and that account answers at least twenty (20) multiple-choice practice questions. Each referred account can qualify only once and can be credited to only one referrer.
- **Reward.** When three (3) of your referrals qualify, your free trial restarts as a new trial of two (2) hours with a limit of two hundred (200) multiple-choice practice questions, and all study notes are unlocked on your account. The reward is earned once per account. It is not full (paid) access, has no cash value, cannot be transferred or exchanged, and does not entitle you to a refund of any amount you have already paid.
- **Prohibited conduct.** You may not refer yourself, or create or use fake, duplicate, throwaway or shared accounts, or accounts opened solely to earn referral credit. You may not send unsolicited bulk messages (spam) to promote your link, and you are responsible for complying with Canada's Anti-Spam Legislation and the rules of any platform where you share it.
- **Enforcement.** We may review referrals, and may withhold or reverse referral credits, and revoke access earned through the program, where we reasonably believe these rules have been broken.

- **Changes.** We may modify, suspend or end the referral program at any time. Access already earned through the program remains in effect for the current academic term unless it was obtained in breach of these Terms.

5. What you are paying for

The one-time fee of $15 CAD buys access to the Service itself: the software, the original study content we have written, and the convenience of having BU111 study tools organized in one place. Specifically, payment unlocks the following for the remainder of the current academic term:

- **Unlimited access after the free trial.** The Service remains available to you once your free trial ends.
- **The complete study notes**, including every topic after Generic Strategies (PEST, Porter's Five Forces, Putting it all together, Analytical thinking and case analysis, Finding and citing research, and How to answer), with their diagrams.
- **Smart practice**, which selects questions based on the ones you miss and your weakest topics, along with practice by topic, retrying missed questions and a mixed mock midterm.
- **Lecture Summaries** and the **annotated reading guides**, such as the guide to Porter's *Harvard Business Review* article.
- **Organized resource pages** for past midterm resources and lecture slides, which link to materials hosted by third parties (see section 7.3).
- **Progress tracking and sync**, so your flashcard reviews, answers, readiness by topic and study plan follow you across devices.

What you are not paying for. The fee does not purchase, license or grant any right in any third party's intellectual property, including instructors' slides, course materials, past exams or documents hosted on other platforms. Those materials remain their owners' property, are linked rather than provided by the Service, and may be removed at any time, including at an owner's request. The fee is not a payment for academic credit, grades or tutoring, and it does not guarantee any academic result. Features and content may change over time as described in section 15.

6. Study content

- The Service's study content is provided to help you review. It **may contain errors or omissions** and is not official course material. Always verify it against your lectures, slides, readings and course outline.
- We do not guarantee any grade or academic outcome.

7. Intellectual property and the legal basis of the Service

We respect the intellectual property of instructors, teaching assistants, universities, publishers and other students. This section sets out how the Service is designed to respect those rights and why, in our position, the Service does not infringe them.

7.1 Original works

The study notes, flashcards, practice and diagnostic questions, short-answer scenarios, lecture summaries, reading guides and other explanatory content on the Service were written by BU111 Assist. They explain course concepts in our own words. Copyright protects the particular expression of a work, not the underlying ideas, facts, concepts or frameworks it discusses. Business frameworks such as the Diamond-E, Porter's Five Forces, PEST analysis and Porter's Generic Strategies are ideas that may be explained, discussed and taught by anyone. The Service does not reproduce instructors' notes, slides, assignments, quizzes or exams.

7.2 Fair dealing

Where the Service quotes short passages or key terms from course materials or published readings (for example, a slide's wording for a defined term, highlighted so students can learn the expected vocabulary), it does so in limited amounts, with attribution, for the purposes of research, private study, education, criticism and review. These are purposes recognized as fair dealing under sections 29 and 29.1 of Canada's *Copyright Act*. The Service does not quote any work in full.

7.3 Links to third-party materials

- The past midterm resources and lecture slide decks referenced on the Service are provided as **hyperlinks only**. The underlying files are hosted and served by third parties, not by the Service. When you follow such a link, the file is delivered to you directly by its host.
- BU111 Assist **does not own, operate or control** the file-storage location at **bu111.nyc3.digitaloceanspaces.com**. That is owned by wluvault.ca, an organization

unaffiliated with BU111 Assist. We do not own the Google Drive and Google Slides locations either. We did not upload those files and we do not copy, store, reproduce or transmit them.

- A hyperlink tells a reader where material can be found; it **does not** reproduce or publish that material. The Supreme Court of Canada has recognized that a hyperlink is, in essence, a reference to content rather than a publication of it (*Crookes v. Newton*, 2011 SCC 47).
- Links are provided as a convenience for students' own study. Their presence does not mean the Service endorses, owns or licenses the linked material, which remains the property of its respective authors and is subject to the terms of the platform that hosts it.

7.4 Responsibility for linked materials

The Service provides hyperlinks only. Any downloading, copying, duplication, printing, sharing or redistribution of linked third-party materials is carried out by the user, through the third party's platform, at the user's own discretion and risk. BU111 Assist does not host, control, monitor or endorse those materials or the platforms that serve them, and is not responsible for their availability, accuracy, legality or terms of use. To the fullest extent permitted by law, BU111 Assist is not liable for any downloading, copying, duplication or redistribution of third-party materials by any user or other third party, or for any claim arising from it. Users who obtain or use linked materials remain solely responsible for complying with the rights of their owners, the terms of the hosting platform and applicable university policies, and agree to indemnify BU111 Assist for any claim arising from their own use of those materials (see section 14).

7.5 Thumbnail images

To help students identify linked documents, the Service may display small preview images. **Previews of readings are title cards created by BU111 Assist** that show only a reading's title and source; they are not images of the reading itself. **Previews of other linked documents are reduced in size and heavily blurred so that no text or substantive content is legible**. They reproduce no substantial part of any work and serve only to identify the document by its general appearance.

7.6 Ownership and attribution

Lecture slides and other materials authored by BU111 instructors or teaching assistants are and remain their intellectual property, and are identified as theirs wherever the Service refers to them. Nothing on the Service grants you any right or license in any third party's materials.

7.7 Notice and takedown

If you are the author or owner of any material referenced on the Service and you would like a link, preview image or quotation removed, please submit a request using the contact form below and identify the material concerned. We will acknowledge the request and remove the item promptly, normally within two business days, while we review it. We do not require proof of ownership from an instructor to act on a request concerning their own course materials.

7.8 The Service's own content

The Service's original content is owned by BU111 Assist. We grant you a limited, personal, non-exclusive, non-transferable licence to use it for your own study while your account is active. You may not copy, republish, distribute, sell or create derivative works from the Service's content without our written permission.

8. Academic integrity and university policies (including Policy 71)

The Service is designed to support honest, independent study and to be consistent with the University of Waterloo's Policy 71 (Student Discipline) and Wilfrid Laurier University's academic integrity policies.

- **No unauthorized collaboration.** The Service does not provide answers or solutions to current assignments, quizzes or exams, and does not facilitate collaboration on work meant to be completed individually.
- **No sharing of instructor-authored work.** The Service does not reproduce or distribute instructors' or teaching assistants' materials; it explains concepts in original words (section 7.1) and refers to other materials by link only (section 7.3).
- **Not for use during assessments.** You must not use the Service during any quiz, test or exam, or in any way your course does not permit.
- **Your work must be your own.** You must not submit content from the Service as your own work.
- **No redistribution.** You must not copy, share or sell instructors' materials or the Service's content.
- **Your responsibility.** Each user is responsible for complying with Policy 71, Laurier's academic integrity policies and their course outline. If you are unsure whether a particular use is permitted, ask your instructor.

9. Third-party platforms

The Service does not host notes, exams or documents from other study platforms such as Studocu, Course Hero or Quizlet. Where the Service refers to such resources, it links to them on their own platforms, and they remain subject to those platforms' terms of use. You must not upload, post or share any content you do not have the right to share.

10. Acceptable use

- You must not attempt to access other users' accounts or data, circumvent the free-trial or payment controls, or interfere with the operation of the Service.
- You must not scrape, crawl or bulk-download the Service's content.
- Feedback you submit may be used to improve the Service.

11. Privacy

- We store your name, email address, a hashed password and your study progress so your work syncs across devices.
- Right and wrong answer counts are aggregated anonymously to show which questions classmates miss most often.
- We use Google Analytics to understand how the Service is used, Stripe to process payments and Resend to deliver email. We do not sell your personal information.
- You may request deletion of your account and data using the contact form below.

Emails we send (Canada's Anti-Spam Legislation)

- **Service emails.** We send emails you need to use your account, such as password-reset links, purchase confirmations and important notices about the Service or these Terms. These are sent as needed while you have an account.
- **Messages about BU111 Assist.** We may occasionally email account holders and customers about the Service, for example study reminders before an exam, new features or offers. We send these only as permitted by Canada's Anti-Spam Legislation (CASL), which allows them for a limited time after you create an account, contact us or make a purchase, or with your express consent.

- **Identification and unsubscribing.** Every such message identifies BU111 Assist as the sender, gives a way to contact us, and includes a way to unsubscribe, such as a link or replying "unsubscribe". You can also unsubscribe at any time using the contact form below. We process unsubscribe requests promptly, and in any case within ten (10) business days, at no cost to you.
- Unsubscribing from messages about BU111 Assist does not stop service emails, such as password resets you request.

12. Disclaimer of warranties

The Service is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including warranties of accuracy, fitness for a particular purpose and non-infringement. We do not warrant that the Service will be uninterrupted or error-free, or that third-party links will remain available.

13. Limitation of liability

To the fullest extent permitted by law, BU111 Assist will not be liable for any indirect, incidental, special, consequential or punitive damages, or for any loss of data, grades or opportunities, arising from your use of the Service. Our total liability for any claim relating to the Service is limited to the amount you paid us.

14. Indemnification

You agree to indemnify and hold harmless BU111 Assist from any claims, losses or expenses arising from your breach of these Terms, your misuse of the Service, or your violation of any law, university policy or third-party right.

15. Changes and termination

We may modify these Terms at any time. The "Last updated" date above shows the current version, and continued use of the Service after a change constitutes acceptance of the revised Terms. We may modify, suspend or discontinue any part of the Service, or suspend or terminate accounts that breach these Terms.

16. Governing law

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. If any provision is found unenforceable, the remaining provisions remain in effect.

17. Contact and notices

Takedown requests, refund requests, privacy requests and questions about these Terms can be submitted, without an account, using the contact form at bu111midterm.com/terms#contact.