



UNIVERSITY OF FREDERICTON

UFRED Device Terms and Conditions

In these terms and conditions, the following definitions shall have the meaning set out opposite:

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| "Accessories" | means a charging cable and case compatible with the Device, which may (subject to availability) be provided. |
| "Conditions" | means these terms and conditions. |
| "Device" | means a tablet device (with the specific model and equipment provided to be determined depending on availability), together with any Accessories which may be provided. |
| "Student" | means the student listed in the Student Contract. |
| "Student Contract" | means the separate agreement between the Student and UFRED relating to the Student's enrolment in a program of study at UFRED. |
| "UFRED" | means UC Education Inc., doing business as the University of Fredericton, an accredited university under the laws of New Brunswick, Canada, and having its head office in Fredericton, New Brunswick, Canada. |

1. SCOPE

These Conditions set out the details of UFRED's provision to the Student of a Device as well as the corresponding obligations of the Student in relation thereto.

2. DETAILS

- 2.1 Subject to these Conditions, UFRED may, in its absolute discretion, provide a Device to the Student.
- 2.2 Upon the Student's successful completion of their program(s) of study at UFRED, to UFRED's sole satisfaction, the Student may keep the Device.
- 2.3 Situations in which the Student must return the Device to UFRED are set out below in Clause **Error! Reference source not found.**

3. DEVICE DELIVERY & PERMITTED USE

- 3.1 If applicable, UFRED shall endeavour to deliver the Device to the Student within 4 weeks of the Student's commencement of their program(s) at UFRED, subject to delays caused by the courier or supplier of the Device and/or any other circumstances outside UFRED's control.
- 3.2 UFRED shall deliver the Device to the Student at the address within Canada that is provided and confirmed by the Student in the Student Contract.

Upon receipt of the Device, it is the responsibility of the Student to manage and care for the Device. Ownership of the Device shall not transfer to the Student unless and until the Student has completed their UFRED studies in accordance with their Student Contract at which time, Clause 8 of these Conditions will apply.

Students shall:

when using the Device and/or connecting to UFRED's network, adhere to UFRED's IT policies and all other provisions outlined in the student handbook linked [here](#).

only use the Device in compliance with applicable manufacturer's care and usage recommendations;

not alter, duplicate, or distribute any software pre-installed in the Device without prior written authorization from UFRED;

not change or install applications that prevent the Device from being used for its intended purpose or circumvents the Device and/or software security (including but not limited to jailbreaking).

It is the responsibility of the Student to ensure that the Device's core applications and software are regularly updated and to do so without delay when prompted by UFRED.

4. **ACCESSORIES**

UFRED provides no warranty as to the appropriateness of the Accessories and/or any third-party accessories used by the Student in relation to the Device.

5. **RETURN OF DEVICE TO UFRED**

5.1 If:

5.1.1 the Student withdraws from their studies at UFRED or is withdrawn from their studies by UFRED for any reason whatsoever,

5.1.2 the student is excluded under UFRED's disciplinary regulations, or

5.1.3 the Student Contract is otherwise terminated for any reason whatsoever,

the student shall return the Device to UFRED's service provider partner: Converge Technology SOLUTIONS, 3155 SWANSEA CRESCENT, OTTAWA ONTARIO K1G 3J3 ATTN: UFred Student Return by delivery (with tracking and at the Student's own cost) within 7 days from the applicable event noted above in this Clause 5.1.

5.2 Prior to returning any Device to UFRED under Clause 5.1, above, the student shall reset the Device to factory settings and remove all the Student's personal and/or other data and/or information from the Device. The Student shall return the Device in a functional, working and undamaged condition with the original packaging, the Accessories, and any related documentation and manuals.

5.3 UFRED may charge a cost recovery charge of \$400 in the event the Student fails to return the Device as set out in Clause 5.1, and UFRED may also charge the Student for any and all costs UFRED incurs as a result of the Student's failure to comply with Clause 5.2, above.

5.4 Information on how to reset the Device (if the Device is an iPad), may be found here: <https://support.apple.com/en-gb/HT201274>. For all other Devices, please refer to the relevant manufacturer/provider's documentation and guidance.

6. **LOST, DAMAGED, OR BROKEN DEVICES**

UFRED recommends that the Student enables device tracking features to help locate their Device in the event of loss or theft. Any theft of the Device should be immediately reported to the police, and a case number should be obtained and reported to UFRED's IT service desk at service@ufred.ca.

- 6.1 In the event that the Device becomes lost or stolen, the Student shall bear the cost of replacing the Device. UFRED recommends that the student consider obtaining an appropriate insurance policy to cover the risk of the Device being lost or stolen.

In the event that the Device becomes damaged, the Student shall immediately initiate repairs by liaising with UFRED and provide the Device to UFRED's service provider partner: Converge Technology SOLUTIONS, 3155 SWANSEA CRESCENT, OTTAWA ONTARIO K1G 3J3 ATTN: UFred STUDENT RETURN by delivery (with tracking and at the Student's own cost), for inspection. UFRED will, following receipt and inspection of the Device, provide the Student with a cost estimate for the necessary repairs, which the Student may accept or reject. In the event of a rejection, a replacement Device will not be provided.

If the Student rejects UFRED's cost estimate provided in accordance with Clause 0, above, the Student may seek UFRED's prior written consent for a third party to undertake the necessary repairs, at the Student's own cost. If the Student carries out or obtains unauthorized repairs, UFRED may conduct further examination of the unauthorized repairs and charge the Student for costs incurred in relation to such examination and any remedial works required following such examination.

7. BACKGROUND MANAGEMENT OF THE DEVICE

- 7.1 The Device will be managed by UFRED until the Student completes their studies in accordance with these Conditions and the Student Contract, at which time Clause 8, below, will apply.

- 7.2 In managing the Device, UFRED may:

7.2.1 access and maintain applications and/or saved data for maintenance of UFRED's IT security as well as for processing the return, repair and/or transfer Device, and/or in the event of the loss of the Device;

7.2.2 install and maintain core teaching applications on the Device;

7.2.3 install course specific applications on the Device;

7.2.4 ensure the Device is correctly configured to work in the UFRED environment; and

7.2.5 disable the Device should it become lost or stolen or if the Device is not returned within the required timeframe.

- 7.3 UFRED's rights in Clause 7.2, above, may allow UFRED to access the Student's personal information stored on the Device. The Student is advised to ensure their personal information is saved separately and securely, e.g., on an external hard drive. UFRED is not responsible for costs incurred in the event of irretrievable loss of data due to the exercise of UFRED's rights in accordance with these Conditions.

- 7.4 UFRED may restrict and/or withdraw applications from and functionality of the Device when deemed necessary by UFRED.

8. COMPLETION OF STUDIES

- 8.1 Upon the Student's completion of the program(s) in which they enrolled at UFRED, the Student may retain the Device. However, some software and applications on the Device may stop working or be removed because they are licensed by UFRED for educational purposes. Any Student wishing to continue using this software and/or these applications may need to purchase a further license directly from the provider(s) of such software and/or applications.

- 8.2 For the purposes of Clause 8.1, above, the Student's achievement of an interim or fall back award at any point other than the final year assessment board shall not be considered completion of a full UFRED program for the purposes of these Conditions.

9. **PERSONAL DATA**

- 9.1 The Student acknowledges and agrees that UFRED may transfer the Student's personal data to the provider of the Device's managing software for the purpose of device management.

The Student acknowledges and agrees that UFRED may process the Student's personal data for its purposes as outlined in UFRED's privacy policy linked [here](#).

The Student acknowledges and agrees that UFRED may collect data on the Student's Device usage and characteristics for the purposes of continuous improvement of the service and Device recovery, including application installs, operating system version, connection status and frequency.

10. **LIABILITY**

- 10.1 The Student acknowledges and agrees that the Device provided to them by UFRED may not be new or in perfect condition.
- 10.2 The Student is responsible for any loss of and/or damage to the Device, except if such loss or damage is directly caused by UFRED in breach of these Conditions.
- 10.3 The Student is responsible for any loss or damage suffered or incurred by UFRED as a result of the Student's breach of and/or default under these Conditions.

11. **DISPUTE & RETENTION**

- 11.1 The Student may not retain the Device if the Student is engaged in any real or alleged dispute with UFRED.

12. **ASSIGNMENT**

- 12.1 The Student may not assign all or any part of the Student's rights under these Conditions without UFRED's prior written approval.

13. **GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by the laws of the Province of New Brunswick, Canada, and the federal laws of Canada, as applicable. The Student agrees to and shall submit and attorn to the exclusive jurisdiction of the Courts of the Province of New Brunswick, Canada, with respect to any dispute, matter or thing arising from and/or relating to these Conditions.

14. **RIGHTS RESERVED**

UFRED may amend, cancel or withdraw the operation of these Conditions at any time by providing written notice to the Student.