**TERMS AND CONDITIONS FOR CITIZENSHIP TEST APP**

*Last Updated: 8th May 2025*

**1. Introduction and Acceptance of Terms**

Welcome to the **Citizenship Test App** ("App", "we", "us", or "our"). These Terms and Conditions ("Terms") govern your access to and use of the App, which provides educational tools and resources to help users prepare for the Canadian Citizenship Test.

By downloading, installing, or using the App, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you must not use the App.

**Important Disclaimer:**  
The Citizenship Test App is an **independent, third-party educational application**. It is **not affiliated with, endorsed by, or officially connected to the Government of Canada** or any of its agencies. While we strive to provide accurate and up-to-date study material based on publicly available resources such as the "Discover Canada" guide, we make no guarantees as to the completeness, accuracy, or effectiveness of the content in helping you pass the actual test.

**2. Eligibility and Age Restrictions**

To use the App, you must:

* Be at least **13 years old**, or the minimum age required in your jurisdiction;
* Have legal capacity to enter into a binding contract (or have parental consent if under the age of majority);
* Use the App solely for lawful purposes.

We do not knowingly collect personal data from children under 13. If we become aware of such data collection, we will delete it as required by law.

**3. License to Use the App**

We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use in accordance with these Terms.

You may **not**:

* Modify, adapt, translate, reverse engineer, or otherwise tamper with the App;
* Use the App or its content for any unauthorized or commercial purpose;
* Copy, distribute, or republish content or practice questions from the App;
* Circumvent security or usage restrictions embedded in the App;
* Use the App to impersonate others, misrepresent affiliation, or harass others.

We reserve the right to revoke this license at any time for violation of these Terms or misuse of the App.

**4. Account Creation and User Responsibility**

The App may include features that allow you to track progress, save test results, or access subscription-only content. These features may require you to create an account or enable synchronization with a platform account (e.g., Google or Apple).

If applicable:

* You are responsible for maintaining the confidentiality of any login credentials.
* You agree to provide accurate and current information during registration.
* You are solely responsible for all activity conducted under your account.

We reserve the right to suspend or terminate any account that violates these Terms or is suspected of fraudulent or abusive behavior.

**5. Subscription and Payment Terms**

Certain features of the App may be available via in-app purchases or auto-renewing subscriptions offered through the **Apple App Store** or **Google Play Store**.

By purchasing a subscription or paid feature:

* You agree to the pricing, billing cycle, and renewal terms disclosed at the time of purchase;
* All payments are processed securely through Apple or Google. We do not store payment information;
* You may cancel subscriptions through your platform account settings;
* Refunds are governed by the platform provider’s policies (e.g., Apple’s Media Services Terms or Google Play’s Refund Policy);
* Access to premium features will terminate if your subscription lapses or is canceled.

We reserve the right to modify pricing or features of the paid tiers at any time with prior notice, subject to app store rules.

**6. Intellectual Property Rights**

All content within the App — including but not limited to text, practice questions, explanations, illustrations, software code, logos, and UI design — is the intellectual property of **\_\_\_\_\_\_\_\_\_\_\_** or its licensors and is protected under copyright, trademark, and other applicable laws.

* The **"Discover Canada"** guide is a public document published by the Government of Canada; however, the formatting, quizzes, features, and supplementary content in this App are original.
* You may not copy, reproduce, republish, or otherwise exploit any part of the App without express written permission, except as permitted under applicable copyright exceptions.

Any unauthorized use of the App's content may result in legal action.

**7. User Conduct and Prohibited Activities**

You agree to use the App only for lawful, educational, and personal purposes. You must not:

* Violate any applicable law, regulation, or third-party rights;
* Upload or transmit malicious code, spam, or unsolicited content;
* Use bots, scripts, or other automated tools to access or interfere with the App;
* Harvest or attempt to collect data about other users;
* Misrepresent your affiliation with the App or impersonate another person or entity.

We reserve the right to investigate and take appropriate action, including suspension or legal recourse, against users who engage in prohibited conduct.

**8. Content Accuracy and No Guarantee of Test Results**

While we aim to provide high-quality, accurate, and regularly updated content, including practice questions and study material, we **do not guarantee** that using the App will ensure you pass the Canadian Citizenship Test.

* The test content and policies are governed solely by Immigration, Refugees and Citizenship Canada (IRCC);
* We are not responsible for changes to test formats, questions, or criteria made by the Canadian government;
* You use the App and rely on its content **at your own risk**.

We encourage users to also refer to official government resources, including the “Discover Canada” guide and IRCC website.

**9. Third-Party Services and Links**

The App may include access to third-party services, including:

* App store platforms (Google Play, Apple App Store)
* Analytics and advertising SDKs (e.g., Firebase, AdMob)
* External links to informational or promotional content

We are not responsible for the availability, accuracy, or practices of third-party services, and their use is governed by their respective terms and privacy policies.

Your interactions with third-party providers are solely between you and them.

**10. Privacy**

Your use of the App is also governed by our Privacy Policy, which explains how we collect, use, and protect your personal information.

Key highlights:

* We may collect anonymized usage data to improve app performance;
* We do not sell your personal data;
* Subscription and payment data are handled by Apple or Google only;
* You have rights under Canadian privacy law, GDPR, and other applicable regulations.

Please review the Privacy Policy carefully before using the App.

**11. Push Notifications and In-App Communications**

The App may send you push notifications or in-app messages to inform you about updates, study reminders, feature releases, or important policy changes.

* You can control or disable push notifications via your device settings;
* We may also deliver non-promotional service-related messages necessary for the functioning of the App;
* By enabling such notifications, you consent to receiving them as part of the App's normal operation.

We will never send marketing notifications without your consent, in accordance with applicable laws.

**12. Software Updates and App Modifications**

We reserve the right to update, modify, or discontinue the App (or any feature) at any time, with or without notice.

* Updates may include bug fixes, security patches, performance improvements, or new features;
* These updates may occur automatically or require manual installation;
* Continued use of the App after an update constitutes acceptance of the modified version.

We are not liable for any discontinuation, suspension, or modification that results in loss of data or functionality.

**13. Disclaimer of Warranties**

The App is provided on an **“as is” and “as available”** basis without any warranties or representations, express or implied.

We disclaim all warranties to the maximum extent permitted by law, including but not limited to:

* Merchantability;
* Fitness for a particular purpose;
* Accuracy or reliability of content;
* Non-infringement of third-party rights;
* Continuous or error-free operation.

We make no guarantee that use of the App will result in a successful citizenship test outcome.

**14. Limitation of Liability**

To the maximum extent permitted by applicable law, we shall **not be liable** for any indirect, incidental, special, consequential, or punitive damages arising from:

* Use or inability to use the App;
* Errors or inaccuracies in content;
* Data loss or corruption;
* Third-party service interruptions;
* Any decision you make based on App content.

In jurisdictions that do not allow such exclusions, our total liability shall not exceed the amount you paid (if any) in the three months preceding the claim.

**15. Indemnification**

You agree to indemnify, defend, and hold harmless Citizenship Test App, its affiliates, officers, directors, employees, and licensors from and against any claims, damages, liabilities, losses, costs, or expenses (including legal fees) arising out of:

* Your use or misuse of the App;
* Your breach of these Terms;
* Any violation of third-party rights, including intellectual property;
* Any user content you submit, if applicable.

We reserve the right to assume exclusive defense of any such claim at your expense.

**16. Termination and Suspension**

We reserve the right to suspend or terminate your access to the App at our sole discretion, without notice, for conduct that:

* Violates these Terms;
* Is harmful to other users, us, or third parties;
* Violates applicable laws or platform policies.

Upon termination:

* Your license to use the App shall immediately cease;
* Any subscription benefits may be forfeited;
* These Terms will continue to apply to any obligations or liabilities incurred prior to termination.

**17. Governing Law and Jurisdiction**

These Terms are governed by the laws of **Canada** (insert country/province of incorporation or operation), without regard to conflict of law principles.

You agree to submit to the exclusive jurisdiction of the courts located in **Canada**, and waive any jurisdictional, venue, or inconvenient forum objections.

If you reside outside this jurisdiction, you are still responsible for compliance with local laws.

**18. Dispute Resolution**

If a dispute arises between you and us, we encourage you to contact us first to seek an informal resolution for the first 30 days.

Where permitted by law, after 30 days, you agree that any dispute arising out of or relating to these Terms shall be resolved through **binding arbitration** or alternative dispute resolution, rather than in court.

This section does not apply to claims requiring injunctive or equitable relief regarding intellectual property or unauthorized access.

**19. Changes to Terms**

We may modify these Terms from time to time to reflect changes in law, technology, features, or user feedback.

* Material changes will be communicated through the App or via notification;
* The “Last Updated” date at the top will reflect the revision;
* Continued use of the App after such changes constitutes your acceptance of the new Terms.

We recommend reviewing these Terms periodically.

**20. Contact Information**

If you have questions, concerns, or need to contact us for legal or operational matters, please use the details below:

* **Developer/Company Name:** \_\_\_\_\_\_\_\_\_\_\_
* **Legal/Support Email:** \_\_\_\_\_\_\_\_\_\_\_
* **Business Address:** \_\_\_\_\_\_\_\_\_\_\_
* **Jurisdiction of Incorporation or Operation:** \_\_\_\_\_\_\_\_\_\_\_