

TERMS OF USE

1. Acceptance of Terms

International Form Services Limited, operating as Immigration Direct, and its affiliates, parents, and subsidiaries (collectively, "Company," "we," "us," or "our"), through our website www.immigrationdirect.ca (the "Website"), provides: (i) general immigration-related information and products; and (ii) an automated software solution for filling out certain Canadian immigration forms based on the specific information and direction which you provide, which we then deliver to you along with the original Government instructions (referred to hereafter as the "Service"), subject to the following Terms of Use (the "Terms"), which may be updated by Company from time to time. Notwithstanding the foregoing, decisions regarding the contents of any particular field, as well as the choice of the form itself, are solely and exclusively your own.

One of the primary advantages of the Website is educating you about the process and requirements of the Immigration, Refugees and Citizenship Canada ("IRCC", formerly known as Citizenship and Immigration Canada "CIC") applications, as applicable. The Website provides a user-friendly, automated "do-it yourself" software solution that guides you through the application preparation process based upon your specific direction. The payment received by Company is in exchange for the use of this Service.

Company is **NOT** a Government Agency and is not affiliated with or endorsed by any Government Agency. Further, Company is **NOT** a law firm and neither Company nor any of its employees provide legal services or legal advice. Use of the Website and/or the Service is not a substitute for the advice of a lawyer. Further, no representations or warranties, express or implied, are given regarding the legal or other consequences resulting from your use of the Service. As such, this Website is not intended to create any lawyer-client relationship, and by using this Website no lawyer-client relationship will be created with Company or any of its employees. Instead, you are representing yourself in any legal matter you undertake through the Website's Service. Company is prohibited from providing any kind of explanation, advice, recommendation or opinion to you about your legal rights, options, selection of forms or strategies. If you have specific or unique problems which are complex or require legal advice, please consult with and obtain legal advice from a qualified lawyer. Your use of information and forms on this Website is solely at your own risk.

By accessing the Website and using the Service in any way, you are acknowledging that you have read and understand these Terms and are agreeing to comply with and be bound by these Terms, which constitutes a legal agreement between you and Company. In addition, when using the Website and the Service, you agree to abide by any applicable posted guidelines for all of Company's services, which may change from time to time, and to comply with all applicable laws and regulations. Should you object to any of the terms or conditions of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with Company or the Website in any way, you should immediately discontinue use of the Website. These Terms will remain in full force and effect as long as you are a user of the Website and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability.

You agree that by using this Service you are at least 18 years of age and you are legally able to enter into a contract. It is important to read these Terms in their entirety. If you do not agree to these Terms, do not use this Website.

It is your responsibility to periodically review these Terms. Company reserves the right, at any time, to change the Terms by publishing notice of such changes on the Website. Any use of the Service by you after Company's publication

of any such changes shall constitute your acceptance of these Terms, as modified. You agree that Company is permitted to access and use any other information provided by you in order to perform the Service.

Company strives to keep its forms and documents accurate, current and up-to-date. However, because the law changes rapidly, Company does not represent that all of the government forms and information on the Website are correct, complete or up to date.

2. Pricing and Fees

Prices posted on the Website are the fees which are payable to Company for your use of the Service. Additional processing and filing fees (if any) are payable to the IRCC ("Government Fees"), as determined in the circumstances. These additional Governmental Fees are not included in the price for the Service identified on the Website. You must pay these Government Fees separately at the time of application submission.

3. Access to the Service

Company grants you a limited, revocable, non-exclusive, non-transferable license to access the Website and utilize the Service for your own personal use of the Service only, and not to download or modify it or any portion thereof (other than as expressly permitted by Company in writing.) You agree that no Materials (as defined below) from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without Company's written permission. Violation of these Terms, including without limitation modification or use of Materials on the Website for any purpose other than those permitted in this Agreement, shall result in the automatic termination, without notice to you, of your license to access the Website and utilize the Service, and also may constitute the infringement of Company's copyright, trademark and/or other rights. You shall not attempt to access any other of Company's systems, programs or data that are not made available for public use. Except as expressly stated in the Terms, you are not granted any right or license, by implication, estoppel, or otherwise, in or to any patent, trademark, copyright, or proprietary right of Company's or any third party, in connection with your use of the Website and any Materials provided by Company or any third party on the Website. Elements of the Web Site, including page headers, custom graphics, logos, sounds, images, the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements) and button icons, are protected by applicable law and may not be copied or imitated, in whole or in part.

4. Electronic Filing Service ("E-File" or "E-Filing")

If you choose to file your application electronically, the completed application will be forwarded by Company to IRCC electronically. You are responsible for verifying the status of your application to confirm that it has been received and accepted by IRCC and, if necessary, for filing it manually in the event that IRCC rejects your electronically filed application. You agree to review your application for errors before electronically filing or mailing it.

By using E-Filing to submit your completed application, you consent to the disclosure to IRCC (and any other immigration-related Canadian government authority) of all information relating to your use of the Electronic Filing Service. Company cannot guarantee the acceptance of your application by IRCC due to any circumstances beyond Company's control, such as incorrect data or information, or a failure of IRCC's e-file system. Additionally, you consent to Company requesting e-filing receipts from IRCC on your behalf, if needed.

5. Creating An Account

You may browse the Website and view certain content without registering, but as a condition to using certain aspects of the Website, you are required to register with us and select a password and email address ("User ID"). You shall provide us with accurate, complete, and current registration information as requested on the registration form to which the Website will direct you, and you shall update that information as soon as possible after any information on the registration form changes. Failure to do so shall constitute a breach of these Terms, which may result in immediate

termination of your account with us. You shall not (i) select or use as a User ID a name or email of another person with the intent to impersonate that person; (ii) use as a User ID a name or email subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name or email that is otherwise illegal, offensive, vulgar or obscene. We reserve the right to refuse registration, cancel a User ID or deny your access to the Website in our sole discretion, including if you provide any registration information that is, or that Company has reasonable grounds to suspect is untrue, inaccurate, not current, or incomplete. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password and security information. You shall never use another user's account without such other user's express written permission. You will immediately notify us in writing of any unauthorized use of your account, or other account-related security breach of which you are aware. You agree to ensure that you exit from your account at the end of each session. Please read our **Privacy Policy**, which describes the personally identifiable information we collect, use, disclose, manage and store. You will be responsible for the confidentiality and use of your User ID, and for any and all activities that are conducted through your account, and agree not to transfer or resell your use of or access to the Website to any third party. We are not liable for any harm caused or related to the theft or misappropriation of your User ID, disclosure of your User ID, your authorization of anyone else to use your User ID, or your failure to comply with this paragraph. If you have reason to believe that your account with us is no longer secure, you must promptly change your password and immediately notify us of the problem by emailing us at privacy@immigrationdirect.ca.

6. Communicating with Other Users

You acknowledge and agree that any public communications made to or by means of any portion of the Website are public. You acknowledge that (i) you have no expectation of privacy in any public communication and (ii) no confidential, fiduciary, contractually implied, or other relationship is created between you and us by reason of your transmitting a public communication to any area of the Website. As used in these Terms, "Your Posted Material" means any information, messages, blogs, e-mails, postings, on-line discussions, literary works, drawings, illustrations or images, films or digital content, or any other copyrightable work or non-copyrightable idea, expression, or communication, regardless of whether you authored or created such work or communication, which you cause to be posted to, submitted to, or in any way transmitted via, the Website. You agree that none of Your Posted Material will contain information or content that (i) infringes on the copyright or any other rights of any person or entity; (ii) reveals trade secrets or any information which you have agreed, expressly or impliedly, to keep confidential; (iii) includes sexually explicit images, depictions, or content; (iv) is obscene, indecent, defamatory, abusive, or otherwise unlawful; (v) contains a virus or any other potentially damaging content; (vi) constitutes harassment or stalking; or (vii) violates privacy rights, or misappropriation of statutory or common law rights to publicity, personality or the right to one's image. Additionally, even if such content is legal, you agree that none of Your Posted Material will contain information or content that: (a) contains or constitutes commercial advertising, solicitation, informational announcements, or political statements; (b) constitutes, contains, or encourages "make-money fast" type messages, "chain letters" or "pyramid schemes" of any type; (c) contains false or misleading information; (d) is purportedly sent from a person other than yourself (e.g., impersonation of another person or user); or (e) with respect to "chat rooms" or other mechanism for real time dialogue between users, disrupts the normal flow of dialogue, or posts comments that are not related to the topic being discussed (unless it is clear that the discussion is free-form). We shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Website for any reason whatsoever. We reserve the right to expel you from or suspend your access to any or all parts of the Service for violating the law or these Terms. Notwithstanding the foregoing, you are solely responsible for all Your Posted Material that you post on or submit to the Website and you acknowledge that we may not be monitoring the Website and you are not relying upon the Company to monitor the Website. We take violations of our customers' rights and our own rights seriously, and make efforts to report any potential criminal violations to appropriate authorities.

7. Restrictions on Use of Website

As a condition of your continued access to and use of the Website, you agree to abide by all applicable local, provincial, national, international and other laws and regulations, Without limiting the breadth of the preceding sentence,

you agree that in connection with your use of the Website, you will not do any of the following:

- Circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Materials, or enforce limitations on use of the Website or Materials.
- Copy, reproduce, republish, upload, post, transmit, or distribute in any way any Materials without our written permission, other than as expressly allowed by us.
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature.
- Use any data mining, robots, spiders, or similar data gathering and extraction methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents without our prior written consent.
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Website.
- Use any meta tags or any other "hidden text" utilizing the name "Immigration Direct" or any substantially similar name without our written consent.
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.
- "Frame" or "mirror" any part of the Website.
- Engage in spamming or flooding.
- Remove any copyright, trademark or other proprietary rights notices contained on the Website.
- Use the Website or Materials for any unlawful purpose.
- Make any resale or commercial use of the Website or Company Materials.
- Make any derivative use of the Website or Company Materials.

8. Links to Third Party Sites

The Website may contain links to other websites, which are completely independent of this Website and are provided to you only as a convenience. These Terms do not apply to these linked websites. Company provides these links to you only as a convenience, and does not endorse the content on any third party website, or any site linked to a third party website. The linked websites are not under the control of Company and Company is not responsible for the content of linked third-party websites, websites framed within the Website, or third party advertisements. Company makes no representation or warranty as to the accuracy, legality, decency, completeness or authenticity of the information contained in, or the products or services provided or sold by, any such site, or any other aspect of any such site. These sites may contain information or material that some people may find inappropriate or offensive. Company is under no obligation to maintain any link on the Website and may remove a link at any time in its sole discretion for any reason whatsoever. Your linking to any other websites is at your own risk and you acknowledge that you bear all risks associated with access to and use of any content, information, data, advertising, products, services, or materials on or available through such websites, and your access to and use of such websites is subject to the terms and conditions of use applicable to such websites. You agree that Company is not responsible for any loss or damage of any sort you

may incur from dealing with such third party website(s).

9. Limitations on Service

You acknowledge that Company may establish limits concerning use of the Service and reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice, including but not limited to the Website's content, functionality or hours of availability, the equipment needed for its access or use, or its pricing. Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You acknowledge that Company is not responsible for any rejection of your immigration application due to your failure to timely or properly file your application with IRCC. Further, you acknowledge that IRCC publishes updated forms or changes filing fees from time to time. If you expect to delay submitting your application to IRCC be sure to confirm that the form you have printed is still being accepted by IRCC prior to filing and that the amount of the filing fee is still correct. You can check the validity of your form and filing fee amount at any time by logging into Company's Application Support Center and reprinting your form.

You acknowledge that Company is not responsible for any denial of your immigration application by IRCC due to your underlying ineligibility for the immigration benefit which you are seeking.

You acknowledge and agree that you will print your forms **only** on letter-sized paper (8.5 inches by 11 inches).

You acknowledge that Company is not responsible for IRCC not following their own published guidelines as made available to the general public via their website.

You acknowledge that any of the foregoing Limitations on Service will not be cause for a refund for Service.

10. Termination of Service

You agree that Company, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Website immediately and without notice, for any reason, including, without limitation, if Company believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Website. Further, you agree not to attempt to use the Website after said termination.

11. Privacy and Information Disclosure - Privacy Policy

You acknowledge and agree that Company's **Privacy Policy**, as contained on this Website, is incorporated herein by this reference and is thereby a part of these Terms.

12. Ownership

A. Website Content. This Website is owned and operated by Company. All right, title and interest in and to the materials provided on this Website (excluding any Government forms and documents), including but not limited to the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements), information, documents, logos, graphics, sounds, page headers, button icons, service marks, trademarks, trade dress, and images (collectively, the "Materials") are owned either by Company or by third party authors, developers, or vendors that have licensed the Materials to Company ("Third Party Providers"). Except as otherwise expressly provided by Company, none of the Materials may be copied, republished, reproduced, uploaded, downloaded, displayed, posted, modified, re-used, distributed, or transmitted, in any way, including without limitation on any other website or in a networked computer environment, and nothing on this Website shall be construed to confer any license under any of

Company's intellectual property rights, whether by implication, estoppel, or otherwise. You acknowledge that the Materials are protected by or as copyrights, trade-marks, service marks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or subsequently developed. Any rights not expressly granted herein to you are hereby reserved by Company, and any use of the Materials not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws..

With respect to all Materials you elect to post to the Website, you grant to Company the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Materials (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, and to share such Materials with third parties. Company does not endorse and is not responsible for any third-party content posted to the Website.

Company deems the fair market value of the Website's pages that contain the Materials to be no less than Six Thousand Canadian Dollars (CAD\$6,000) per page. As such, if you are interested in purchasing any of the Website's pages that contain the Materials, and are willing to pay Company Six Thousand Canadian Dollars (CAD\$6,000) per page, please contact Company. However, the decision to sell any of the Website's web pages shall be exercised in Company's sole and absolute discretion. Any rights not expressly granted herein are reserved by Company.

B. Copyrights. All Website design, text, graphics, and the selection and arrangement thereof, are owned by Company. Copyright © 2011-2017, Immigration Direct. ALL RIGHTS RESERVED.

C. Trademarks. "Immigration Direct", Company's logo, "Simplifying Immigration", all images and text, and all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Immigration Direct. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

13. Refund Policy

If you would like to request a refund of the fee you paid to the Company for use of the Service, your refund request must be made (i) **within thirty (30) days** of the original payment date and (ii) **prior** to (a) the completed application being printed or e-filed, (b) the downloadable product (e.g. E-Book guide) being downloaded, or (c) the physical product (e.g. DVD) being shipped.

From time to time, Company may promote a special offer on its website or via email or any other place of its choice ("Special Offer"). If there is a conflict between these Terms and any such Special Offer, the Special Offer terms, conditions and refund policies shall apply.

Unless specifically stated to the contrary herein, all refunds will be calculated based on the purchase price paid at the time of purchase.

All approved refunds for credit and debit card transactions are issued within two (2) business days. However, please be aware that it can take your bank up to five (5) additional business days for the credit transaction to post to your credit card or bank account, or for the pending charge to be cancelled.

To request a refund please **Contact Us**. You may also email Customer Care at cs@immigrationdirect.ca and request that a representative from Customer Care contact you about a refund request at a telephone number that you provide in your email.

14. Notification of Copyright Breach

If you are a copyright owner or an agent thereof and believe that any Material or content on this Website infringes upon your copyrights, please contact our customer service department at cs@immigrationdirect.ca.

15. Disclaimer of Warranties

Company's Website provides a service designed to allow you to complete and file various governmental forms and applications based on the specific information and direction which you provide. The Website uses the information provided on our wizard form to complete the information on the required governmental form(s). Company shall retain your completed and finalized forms for a period of three (3) years. Company is not a law firm and neither Company nor any of its employees provide legal services or legal advice. Further, no representations or warranties, express or implied, are given regarding the legal or other consequences resulting from the use of our services or forms.

The information contained in this Website is provided for general information only and should not serve as a substitute for legal advice from a lawyer familiar with the facts and circumstances of your specific situation. Company's liability is limited only to amounts paid to Company. If you are not satisfied with our service please contact our customer service department at cs@immigrationdirect.ca.

Without limiting the generality of the foregoing, you agree that use of the Website and the Service is entirely at your own risk. To the fullest extent permitted by law, Company assumes no responsibility for errors or omissions in the Website's Materials. The Website and the Service are provided on an "as is" or "as available" basis, without any warranties of any kind, either express or implied or arising by statute, usage, custom or otherwise. Company does not warrant the accuracy, quality, security, reliability, timeliness, or completeness of the information, text, graphics, links, government forms or other items contained within the Website's Materials. All express and implied warranties, including, without limitation, the warranties of merchantability, suitability, or fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Company disclaims any warranties for the security, reliability, timeliness, accuracy, and performance of the Website and the Service. To the fullest extent permitted by law, Company disclaims any warranties for other services or goods received through or advertised on the Website, or accessed through any links on the Website. To the fullest extent permitted by law, Company disclaims any warranties for and does not assume any responsibility for any incompleteness, errors, security, reliability, timeliness, viruses, harmful components or effects, vulnerabilities, bugs, problems, omissions, inaccuracies or other limitations in, or interruptions in the operation of the Website or the Service, or any other information, text, graphics, links or other items contained within the Website's content or any third party website, or any other services or goods received through or advertised on the Website, or accessed through any links on the Website. You are strongly advised to obtain and use appropriate anti-virus security software. Company makes no commitment to update the information contained in the Website nor does it represent or warrant that the governmental forms you can access on this Website are accurate and up to date. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use this Website. and all charges related thereto. Company does not guarantee that the Website or the service will be sufficient or appropriate for every individual or situation.

16. Limitations of Liability

(a) Under no circumstances shall Company, its affiliates, officers, directors, advisory board members, employees, shareholders, managers, licensors, suppliers, advertisers, sponsors, lawyers or agents be liable to you or any third party under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Website or the Service, including without limitation any other linked website or any product or service purchased through the Website or any other site, for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if Company has been advised of the possibility of such damages), including without limitation, damages for loss of business, loss of data or lost profits) resulting from any aspect of your use of the Website or the Service,

whether the damages arise from use or misuse of the Website or the Service, from inability to use the Website or the Service, or the interruption, suspension, modification, alteration, or termination of the Website or the Service. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or the Service or any links on the Website, as well as by reason of any information received through or advertised in connection with the Website or the Service or any links on the Website. These limitations shall apply to the fullest extent permitted by law. If your use of content from this Website results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

(b) To the extent that the foregoing limitations on liability in section 15(A) above are limited or restricted by law, your sole and exclusive remedy and company's absolute limit of liability in connection with any lawsuit, claim or cause whatsoever directly or indirectly relating to or arising out of or relating in any way to the website or the service, and/or any content, whether based on contract, tort or any other legal theory of recovery, shall in all cases be strictly limited to the price paid by you directly to company in connection with such access to or use of the website or the service. You acknowledge and agree that, if the limitations of liability set forth in section 15(A) above are limited or restricted by law, the exclusive remedy set forth in this section 15(B) shall be your sole remedy even if such remedy fails in its essential purpose for any reason whatsoever, and in no event shall company be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if company has been advised of the possibility of such damages), to you or any third party. Under no circumstances shall company or any of its affiliates, or each of its officers, directors, shareholders, employees, contractors or agents be liable for direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if company has been advised of the possibility of such damages), including without limitation, damages for loss of business, loss of data or lost profits, loss based on failure to acquire citizenship, resulting from any aspect of your use of the website or the service, whether the damages arise from use or misuse of the website or the service, from inability to use the website or the service, or the interruption, suspension, modification, alteration, or termination of the website or the service. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the website or the service or any links on the website, as well as by reason of any information or advice received through or advertised in connection with the website or the service or any links on the website. These limitations shall apply to the fullest extent permitted by law. If your use of Materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

17. General Release of Claims

As such may apply to your usage of the Website, its content and/or the Service, you, on behalf of yourself, your spouse, and each of your heirs, beneficiaries, executors, administrators, lawyers, agents, representatives, successors and assigns, hereby forever release and discharge Company, and each of its employees, members, managers, officers, contractors, lawyers, agents, representatives, successors and assigns, and any person or entity acting by, through, under or in concert with any of them, from and against, and forever waive, forfeit and relinquish, each and every claim, action, demand, right, lien, covenant, agreement, contract, representation, warranty, indemnity, obligation, debt, cause of action, liability, lawsuit, litigation, loss, damage (including consequential damages and penalties), fee, cost and expense (including costs and expenses of counsel), of every and whatever type, kind, nature, description or character, whether sounding in law, equity, contract, tort, statute or otherwise, and whether or not presently or later known, existing, asserted, suspected, liquidated, fixed, contingent, matured or anticipated, that arises out of, relates to or otherwise is in any way connected with your access or use of the Website, its content and/or the Service and/or any User content (each a "Claim," collectively, "Claims").

You intend for this Section 17 to serve as a general release, and you recognize that you may have Claims of which you are totally unaware and unsuspecting, but that which you are nevertheless releasing and giving up by consenting to the Terms and using the Website, and providing the foregoing general release.

You also acknowledge and agree that nothing contained in this Section 17 shall release or discharge you from your representations, warranties, covenants and agreements set forth in, and from your duties and obligations assumed

under, these Terms.

You shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Company and other parties released hereunder arising out of or in any way connected with any Claim that is released or discharged under these Terms.

You represent and warrant to Company that you have not assigned any Claim released or discharged under the Terms, and you shall indemnify, defend, protect and hold harmless Company and other parties from and against any and all Claims that Company and/or other parties shall suffer or incur as a result of or arising in connection with any breach of the foregoing representation and warranty.

18. Indemnity

You agree to defend, indemnify and hold Company, its affiliates, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, lawyers, suppliers and employees, harmless from any losses, expenses, damages, actions, claims, fines, penalties, costs, demands, including reasonable lawyers' fees and court costs, made by any third party due to or arising out of your use of the Service and/or the Website, your alleged violation of the Terms, any activity related to your account by you or any other person accessing the Website from your account, or your breach of any of the representations and warranties herein.

You acknowledge that Company has set its prices and provided access to or use of the Website and the Service, and/or any content in reliance of the limitations of liability, the disclaimers of warranties and damages, the general release, and the indemnity set forth herein in sections 15-18, and that the same form an essential basis upon which these Terms are established, and upon which Company has provided to you access to or use of the Website, the Service, and/or content. You agree that the limitations of liability, the disclaimers of warranties and damages, the general release, and the indemnity set forth herein in sections 15-18 will survive and apply even if found to have failed of their essential purpose.

19. Enforcement of Rules and Polices

We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. While we are not obligated to take any action, such action may include, but is not limited to, issuing warnings, suspension or termination of your rights to use our Website. You agree that Company shall not be liable to you or any third party for any termination of your access to the Website, and you agree not to attempt to use the Website after said termination. We also reserve the right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials or other third parties.

In order to protect our rights, property, personal safety, and those rights, property and the personal safety of our users and viewers, and to ensure the integrity and operation of our business and systems, and to cooperate with law enforcement or a court order request, we will cooperate with any such law enforcement or court order request, and we may disclose information (including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing traffic information, and usage history regarding a user in connection with such circumstances to the extent that we are permitted to disclose this information under applicable laws. Our right to disclose any such information shall govern over any terms of our **Privacy Policy**.

We have no obligation to monitor the Website or any user's use of it or to retain the contents of any user session, or to pre-screen any content on the Website. If at any time we choose, in our sole discretion, to monitor the Website, we nonetheless assume no responsibility to modify or remove any inappropriate content, and we assume no responsibility for the conduct of the user submitting any such content. However, we retain the right at all times to monitor content and to refuse or remove content that is available via the Website, including any content that in our reasonable opinion violates these Terms or is otherwise objectionable. You are solely responsible for the content that you submit on or through the Website, and any content or information that you transmit to other users or third party advertisers on the Website.

20. User Acknowledgements

By using the Website to assist your self-representation, you agree to the following:

- i. I realize that Company is not representing me in any legal matter;
- ii. No lawyer-client privilege is created with Company;
- iii. I have been informed of the services that Company is performing, and the cost of these services; and es; and
- iv. No governmental entity or authority has evaluated or approved Company's knowledge or experience, or the quality of Company's services.

You acknowledge that you may obtain information regarding free or low-cost legal representation through a provincial or territorial bar association or legal aid foundation. Company is not permitted to engage in the practice of law including but not limited to providing any kind of advice, explanation, opinion, or recommendation to a consumer about possible legal rights, remedies, defenses, options, selection of forms or strategies.

In order to contact Company regarding a complaint about the Service, please email Company at cs@immigrationdirect.ca.

21. Technical Support Issues

If you encounter a technical problem when attempting to print or otherwise access your completed application, or some other problem you may encounter in attempting to utilize our Service, Company's customer service representatives may be able to assist you with your problem.

If you contact Company's customer service representatives and request that your completed application be sent to you, you acknowledge and agree that you are specifically authorizing them to log in to your account to generate your application and then view your application data to ensure that it was generated properly. You further acknowledge and agree that Company is not liable in the event that your application data is somehow misappropriated.

If you contact Company's customer service representatives and request that a customer service representative remotely control your computer in order to try to resolve your technical problem, you acknowledge and accept that Company is not liable for any technical problems that may persist or arise with your computer after doing so.

22. General information

The Terms constitute the entire agreement between you and Company and govern your use of the Website and the Service, superseding any prior agreements between you and Company. The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms do not limit any rights that Company may have under trade secret, copyright, patent or other laws. The employees of Company are not authorized to make modifications to the Terms, or to make any additional representations, commitments, or warranties binding on Company, except in writing signed by an authorized officer of Company. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. To the extent permitted by law, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website, the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You also agree that the Terms shall not be construed against the drafting party, i.e., Company.

You warrant, represent and agree that, by accessing and/or using the Website, its content and/or the Service, you (i) do so with knowledge of any and all rights that you may have with respect to the provisions of these Terms, (ii) have carefully read and considered these Terms and fully understand its contents and the significance of its contents,

(iii) are consenting to these Terms of your own informed and free will, based upon such party's own judgment and without any coercion or fear of retaliation, and (iv) you have been afforded the opportunity to obtain independent legal advice with respect to these Terms.

THE FOLLOWING PARAGRAPH DOES NOT APPLY TO CONSUMERS RESIDING IN THE PROVINCE OF QUEBEC:

The Terms and the relationship between you and Company shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to any conflicts of laws principles. Further, you agree that all actions or proceedings arising in connection with your use of the Website and these Terms shall be tried and litigated exclusively in courts located in the City of Toronto, in the Province of Ontario. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between you and Company with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. You hereby waive any right you may have to assert the doctrine of forum non convenienc or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the courts located in the City of Toronto, in the Province of Ontario shall have in personam jurisdiction and venue over you for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to your use of the Website or these Terms. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. To the extent permitted by law, you agree that regardless of any statute or other law to the contrary, any claim or cause of action arising out of or related to the use of the Website, the Content, the Service and/or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You also agree that the Terms shall not be construed against the drafting party, i.e., Company.

Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with these Terms. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into this agreement.

To the extent permitted by law, you and company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

Further, to the extent permitted by law, unless both you and Company agree otherwise, the trier of fact may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In addition, in the event of a breach of these Terms by you, Company will, in addition to all other remedies available to it, be entitled to equitable relief by way of a temporary restraining order, or preliminary or permanent injunction and any other legal or equitable remedies. This provision will not be construed as a waiver of the rights which Company may have for damages under these Terms or otherwise, and all of Company's rights and remedies will be unrestricted.

Immigration Direct is a trade name registered to International Form Services Limited, located at 33-37 Athol Street, Douglas, Isle of Man IM1 1LB, registration number 008724V.

The parties have agreed that this contract and all related documents be drafted in English. *Les parties aux présentes ont demandé et convenu que le présent contrat et tout document y afférent soient rédigés en anglais.*

Last Updated: September 18, 2017