

VISAPro.CA - CANADIAN IMMIGRATION CONSULTANTS (CIC)

TERMS AND CONDITIONS OF USE

CONTRACT GOVERNING THE GRANT OF A LICENSE TO USE/DISPLAY PROTECTED CONTENT AND/OR THE SALE OF PRODUCTS AND/OR THE EXECUTION OF SERVICES

1. Preamble: how we mutually legally protect each other

Our Terms and conditions of use contain both statements and commitments from us, VisaPro.ca Inc. and its subsidiaries (referred hereafter as "VisaPro.ca"), and legal obligations for you, our Web site visitors and/or our clients. In plain language, these Terms and conditions of use define on one hand what we and you can or cannot legally do, and on the other hand what each of us can legitimately expect from the other party.

These Terms and conditions of use must therefore be interpreted not only as a concurrence of wills, but also as a binding legal agreement between two constituent parts:

- i) THE SELLER (also known as the "Service/product provider" or the "Owner", but referred hereafter either as "VisaPro.ca" and/or "us"), a Canadian joint-stock company established in Montreal, Quebec, Canada and governed by the law of [the Province of] Quebec
- ii) THE CLIENT (also known as the "User" or the "Visitor", but referred hereafter either as the "Beneficiary" and/or "you"), any individual or legal personality regardless of his citizenship and country of residence agreeing to these terms and conditions of use.

These terms and conditions of use (referred hereafter as the "Contract"), structured in carefully intertwined sections (referred hereafter as the "Clauses"), contain the same and sole conditions (referred hereafter as the "Terms") automatically, universally and non-discretionarily applicable to all Beneficiaries of any and all VisaPro.ca Web site, professional services and products (referred collectively hereafter as the "Services"), offered on a payment basis (referred hereafter as "Pay services") or not.

WITH FULL KNOWLEDGE OF THE FACTS AND IN ALL GOOD FAITH, both parties agree to the following:

VisaPro.ca grants the Beneficiary a limited non-exclusive, non-transferable license to use and display on his computer or other electronic access device, any and all material and information (referred collectively hereafter as the "Content") available on VisaPro.ca Web site and forms, including without limitation its assessment forms and service contract form, for his own personal and non-commercial use only, provided that he does not modify the Content, as stated in Clause "Restrictions on use of material and information".

VisaPro.ca also commits to provide the Beneficiary with any and all Services for which he paid for and to which he is entitled to, if any, including without limitation any Solution package applicable, to the best of its capacity and in consideration of any and all Terms set out herein including without limitation those mentioned in Clauses "Purchase of Services from VisaPro.ca" and "Disclaimer of warranty", as well as any Terms which may be set out in the relevant Pay Service description Web page, Web section and/or documentation (referred hereafter as the "Pay Service description"). If this Contract governs the execution of any Pay services, the essential details and terms of such Services are to be specified underneath for the Contract to be complete and valid; otherwise, the following lines must be left blank:

Category of Services and/or description of Services

Solution package

Number of Main applicants

Number of 1st dependents

Number of additional dependents (2nd, 3rd, +)

Total price for the Services (in Canadian dollars)
(excluding taxes and any fees associated with the use of such Services)

Method and date of payment

By visiting its Web site and/or contracting VisaPro.ca for any Services and/or submitting data to VisaPro.ca through written, verbal or other means, the Beneficiary is implicitly and automatically deemed understanding, accepting and agreeing with all Terms of this Contract. Unawareness and/or misunderstanding of any Clause cannot be legally invoked; the Beneficiary should read each Clause carefully. In case he does not understand, accept and agree with these Terms, the Beneficiary is not allowed to use VisaPro.ca Web site and/or contract VisaPro.ca for any Service whatsoever.

In case the Beneficiary does understand, accept and agree with these Terms, the validity of this Contract is immediate and perpetual unless freely and legitimately amended by both parties or unilaterally terminated by VisaPro.ca as per conditions stated in Clauses "Contract amendments", "Changes to the Terms of this Contract" and "Termination".

2. Responsibility towards minors

VisaPro.ca does not provide any Services whatsoever to children. If the Beneficiary is below the age of 18, he may use VisaPro.ca Web site solely with the explicit permission and constant supervision of a parent or legal guardian. Minors should refrain from providing VisaPro.ca with any personal information.

3. Privacy policy

VisaPro.ca Privacy policy is part of, and subject to, the Terms specified in this Contract. You may access and read our Privacy policy by visiting the following Web page: <http://www.visapro.ca/en/legal-forms-and-policies/privacy-policy>

4. Anti-spam policy

VisaPro.ca Anti-spam policy is part of, and subject to, the Terms specified in this Contract. You may access and read our Anti-spam policy by visiting the following Web page: <http://www.visapro.ca/en/legal-forms-and-policies/anti-spam-policy>

5. External links policy

VisaPro.ca External links policy is part of, and subject to, the Terms specified in this Contract. You may access and read our External links policy by visiting the following Web page: <http://www.visapro.ca/en/legal-forms-and-policies/external-links-policy>

6. Linking to this Web site

All links to VisaPro.ca Web site must be approved in writing by VisaPro.ca. Nevertheless, VisaPro.ca authorises fair usage of linking, that is, use of links to its Web site by a third party without explicit written permission or license, when:

- i) The Web pages that are activated by the links are not altered in any way by the creation of frames around these pages or the use of any alternate technique aiming at modifying their visual presentation or appearance.
- ii) The information available on the Web sites where these links to VisaPro.ca Web site appear does not misrepresent the Beneficiary's, or a third party's, relationship with VisaPro.ca.
- iii) The information available on the Web sites where these links to VisaPro.ca Web site appear does not imply that VisaPro.ca approves or endorses these Web sites, the information contained on these Web sites, or the services or products offered on these Web sites.
- iv) The information available on the Web sites where these links to VisaPro.ca Web site appear does not present false or misleading impressions about VisaPro.ca, its Services and/or its reputation.

Moreover, to be authorised to link to VisaPro.ca Web site under the aforementioned provisions for fair usage of linking, the Beneficiary must agree that VisaPro.ca may, at any time and in its sole discretion, terminate permission to link to its Web site. In such event, all links to its Web site shall be immediately and permanently removed.

7. Registration, usernames and passwords

Certain of the features available on VisaPro.ca Web site may require registration or subscription. If the Beneficiary wishes to register or subscribe for any such Web site feature, he must agree to be responsible for maintaining the confidentiality of any password or other account identifier chosen or assigned, and he must further agree to be responsible for all activities that occur under such password or account. Furthermore, the Beneficiary is requested to notify VisaPro.ca of any unauthorised use of his password or account. VisaPro.ca shall not be held responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Beneficiary's failure to comply with this Clause.

8. Validity and accuracy of personal information

Certain of the features available on VisaPro.ca Web site may require registration or subscription. Besides, most VisaPro.ca Services require some forms to be completed, including without limitation an assessment form and a service contract form in most cases. If the Beneficiary registers or subscribes for any such Web site feature or agrees to contract VisaPro.ca for any Service, he is requested to provide accurate and current personal information and to promptly update such information as necessary to ensure that it is kept accurate and complete. Writing erroneous/incomplete or false/fake information is strictly prohibited. Failure to promptly update personal information or status including, but not limited to, change in family composition and/or marital/familial status, change in medical status and change in juridical/criminal status, and/or writing erroneous/incomplete or false/fake information might not only warrant immediate closure of his account and/or immediate discontinuation of any business relationship or Service contract with VisaPro.ca as stated in Clause "Termination", but it might also prevent the Beneficiary from obtaining any document/status sought from the immigration and citizenship authorities.

9. Restrictions on use of material and information

All material and information (the "Content") available on VisaPro.ca Web site and forms including the style in which such Content is presented, is protected by Canadian and worldwide copyright laws. VisaPro.ca, on behalf of its affiliates and/or content suppliers, claims all property rights, including intellectual property rights, for this Content and no one including the Beneficiary is allowed to infringe upon those rights.

VisaPro.ca grants all its beneficiaries, including the Beneficiary, a limited non-exclusive, non-transferable license to use and display on their computer or other electronic access device, the Content for their own personal and non-commercial use only, provided that they do not modify the Content. It is strictly forbidden to reproduce, make derivative works of, retransmit, distribute, sell, publish, broadcast or otherwise make available any of the Content obtained through VisaPro.ca Web site or forms by any means, mechanically or electronically (by any information storage and retrieval system or by e-mail), without the explicit written consent from a duly authorised VisaPro.ca representative.

10. Openness policy and prices divulgation

It is the policy of VisaPro.ca to operate according to an openness policy, that is, fair divulgation of its Services, solution packages, capability and limitations, and prices. As a consequence, VisaPro.ca agrees to put itself in a vulnerable position commercially speaking in comparison with other firms that do not fully and openly divulgate their services, solutions, capability and limitations, and prices. As stated in Clause "Restrictions on use of material and information", VisaPro.ca grants all its Beneficiaries a limited non-exclusive, non-transferable license to use and display on their computer or other electronic access device, the Content for their own personal and non-commercial use only. It is strictly forbidden to reproduce, make derivative works of, retransmit, distribute, sell, publish, broadcast or otherwise make available any of the Content related to VisaPro.ca Services, solution packages, capability and limitations, and prices without the explicit written consent from a duly authorised VisaPro.ca representative. It is the policy of VisaPro.ca to protect its own intellectual property and as such, VisaPro.ca will prosecute to the fullest extent of the law anyone, individuals and legal personalities alike, who attempts to steal its property, who employs any unfair trade practices and/or who make use of economic espionage in order to gain any kind of unfair competitive advantage, including without limitation prices benchmarking, resulting partially or entirely from VisaPro.ca openness policy.

11. Trademarks and trade names owned by VisaPro.ca

The following is a current listing of Canadian trade names and trademarks (that is, services and products names, logos and design marks) owned by VisaPro.ca. Some might also be trademarks or trade names, registered or not, in other countries. Finally, some might be mottos fashioned by VisaPro.ca. Please note that laws concerning use and marking of trademarks and trade names vary from country to country. This list is not exhaustive; failure for a trademark or trade name to appear does not mean that it is not used by VisaPro.ca, is not actively marketed and/or is not significant within its applicable market.

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| ✓ VisaPro.ca | ✓ Technical file review | ✓ C.F.Bu. |
| ✓ VisaPro.ca - Canadian Immigration Consultants (CIC) | ✓ Revue technique du dossier | ✓ M.C.D. |
| ✓ VisaPro.ca - Consultants en immigration canadienne (CIC) | ✓ Verificarea tehnică a dosarului | ✓ C.I.D. |
| ✓ VisaPro.ca - Consultantii in imigrare canadiană (CIC) | ✓ T.F.R. | ✓ We are your first step! |
| ✓ VisaPro.ca - Canadian Immigration Consultants | ✓ R.T.D. | ✓ Nous sommes votre première étape! |
| ✓ VisaPro.ca - Consultants en immigration canadienne | ✓ V.T.D. | ✓ Noi suntem primul pas al dvs.! |
| ✓ VisaPro.ca - Consultantii in imigrare canadiană | ✓ Eligibility coaching plan | ✓ We show you the way! |
| ✓ VisaPro.ca - CIC | ✓ Plan de mentorat à l'éligibilité | ✓ On vous aiguille sur la bonne voie! |
| ✓ VisaPro.ca Inc. | ✓ Mentoring plan de eligibilitate | ✓ Noi va arătam drumul! |
| ✓ VisaPro - CIC | ✓ E.C.P. | ✓ Make it Happen with VisaPro.ca! |
| ✓ VisaPro Inc. | ✓ P.M.É. | ✓ Réalisez-vous grâce à VisaPro.ca! |
| ✓ VisaPro | ✓ M.P.E. | ✓ Realizați-vă cu VisaPro.ca! |
| ✓ VizaPro | ✓ Step-by-step file build-up | ✓ By your side till the end! |
| ✓ VizaPro Inc. | ✓ Montage du dossier étape par étape | ✓ À vos côtés jusqu'au bout! |
| ✓ VizaPro.ca | ✓ Constituirea dosarului pas cu pas | ✓ Lângă dvs. până la sfârșit! |
| ✓ VizaPro.com | ✓ SbS.F.Bu. | ✓ Your guide through your journey! |
| ✓ VizaPro - CIC | ✓ M.D.Épé. | ✓ Votre guide tout au long de votre périple! |
| ✓ VizaPro.ca Inc. | ✓ C.D.Pcp. | ✓ Ghidul dvs. de-a lungul călătoriei! |
| ✓ VizaPro.ca - CIC | ✓ Complete file build-up | ✓ With VisaPro.ca, your dream finally comes true! |
| ✓ VizaPro.com - CIC | ✓ Montage complet du dossier | ✓ Grâce à VisaPro.ca, vos rêves se réalisent enfin! |
| ✓ VP-CIC | ✓ Constituirea integrală a dosarului | ✓ Cu VisaPro.ca visul dvs. devine în sfârșit realitate! |

12. Guidelines for fair use and reference of VisaPro.ca trademarks and trade names

VisaPro.ca trademarks include all its logos, as well as its services and products names. VisaPro.ca does take great care in the conception, promotion and protection of its trademarks and reserve all rights of ownership.

i) Use of VisaPro.ca logos

VisaPro.ca carefully limits the use of its logos. No other organisation or individual including without limitation the Beneficiary is authorised to use VisaPro.ca logos unless explicit written permission has been granted by a duly authorised representative.

ii) Fair use of VisaPro.ca trademarks and trade names

Fair use of VisaPro.ca trademarks and trade names, that is, use by a third party without explicit written permission or license, is strictly limited to text references to VisaPro.ca trademarks and trade names such as service and product names, and excludes all VisaPro.ca logos. In such references, one, including without limitation the Beneficiary, must be truthful, must not criticise nor mock VisaPro.ca, and must not mislead the public. Any reference must be clear and accurate as to the nature of the relationship, if any, between VisaPro.ca and an individual or an organisation, its services, and its products.

13. Protection and respect of intellectual property as per applicable copyright acts (such as the Canadian Copyright Act and similar to the Digital Millennium Copyright Act – DMCA)

It is the policy of VisaPro.ca to protect its own intellectual property and, on the other hand, to respect the intellectual property of others and therefore, to respond to notices of alleged violation or infringement (referred collectively hereafter as "infringement") of copyrighted content or work (referred collectively hereafter as the "Copyrighted work") if:

- ✓ The Copyrighted work is available at, or from, a system controlled or operated by or for VisaPro.ca
- ✓ VisaPro.ca, by providing or using an information location device such as a directory, index or hyperlink, refers or links a third party to a Web site that contains the Copyrighted work

If the Beneficiary is alleging that Copyrighted work may have been or is being infringed upon, then he may notify both VisaPro.ca and the Internet service provider by sending a notice. Such notice must be detailed and precise in order to identify both the Copyrighted work claimed to be infringed upon and the work claimed to be infringing the aforementioned Copyrighted work, must contain a statement of good faith, must contain a statement that the information in the notification is accurate and that, under penalty of perjury, the sender is authorised to act on behalf of the alleged owner of the alleged infringed Copyrighted work, must be duly signed by the sender, and must contain valid and current coordinates for further communication.

It should however be noted that the Beneficiary shall be liable for damages including without limitation damages, procedural costs and lawyers fees if he materially misrepresents that VisaPro.ca Web site, forms or other documentation is infringing his Copyrighted work. In doubt, VisaPro.ca strongly suggests to first consult a lawyer.

Finally, it should be noted that symmetrically, the Beneficiary can send a counter notice in case he has a good faith belief that he has been wrongfully accused of infringing Copyrighted work, or in case his alleged legitimate content or work has been removed or disabled from a system controlled or operated by or for VisaPro.ca.

14. User conduct

In consideration of the availability and the use of VisaPro.ca Web site or any of its Services, the Beneficiary must agree to comply with all applicable laws and regulations, and with all the Terms of this Contract. Accessing VisaPro.ca Web site or using its Services constitutes a tacit acknowledgement that VisaPro.ca may investigate any violation of law and may cooperate with law enforcement authorities in prosecuting the Beneficiary in this regard. Additionally, accessing VisaPro.ca Web site or using its Services constitutes a tacit acknowledgement to avoid:

- ✓ Posting, transmitting, linking to or distributing any material or information constituting, advocating or encouraging conduct that would constitute a criminal offense or allow civil liability
- ✓ Defaming, abusing, harassing, threatening or violating the legal rights of others
- ✓ Posting, transmitting, linking to or distributing any inappropriate, defamatory, obscene or unlawful material or information
- ✓ Posting, transmitting, linking to or distributing any information, material or software which contains a virus, cancelbot, Trojan horse, worm or other harmful or any other disruptive component

15. Monitoring

The Beneficiary understands, accepts and agrees that VisaPro.ca has no obligation to monitor its Web site. However, the Beneficiary also understands, accepts and agrees that VisaPro.ca has the right to monitor its Web site and to disclose any information as required to satisfy any law, regulation or other governmental request, to operate its Web site or any Service properly, or to protect itself or its Beneficiaries in accordance with the Privacy policy.

16. Consultation and download of content

VisaPro.ca allows the Beneficiary to consult and download different types of Content, including files (such as forms) and images. This Content is made available to the Beneficiary and licensed to the Beneficiary by VisaPro.ca for his personal and non-commercial use only as stated in Clause "Restrictions on use of material and information". The Beneficiary agrees that all risk associated with the use of, or reliance on, the Content rests with him. The Beneficiary further agrees that VisaPro.ca, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with the Beneficiary's use of, or reliance on, the Content, including the failure of the Content to meet his needs, standards or expectations.

17. Submission of comments, suggestions and/or material

VisaPro.ca is always improving its Web site and its Services and their related documentation, and is continuously working on new concepts. If the Beneficiary wishes to provide suggestions for improvement or addition regarding VisaPro.ca Web site, its forms, its policies and/or its Services, he is encouraged to do so, but all comments and suggestions will be subject to the Terms stated in this Contract. Under no circumstance shall the submission, voluntary or not, of any comment, suggestion and/or material to VisaPro.ca be subject to any obligation of confidentiality or compensation of any kind. Through the submission of any comment, suggestion or material, the Beneficiary automatically waves any and all potential related rights he may have, he irrevocably warrants to VisaPro.ca that the aforementioned comments, suggestions and/or material are wholly and solely his property, and he warrants that VisaPro.ca is legally authorised to adopt, implement and/or use, entirely or partially, at its sole discretion the aforementioned comments, suggestions and/or material without further permission or license from the owner nor any third party. On the other hand, VisaPro.ca is by no mean required to adopt, implement and/or use any comment, suggestion and/or material submitted, and is by no mean required to acknowledge reception of or comment back to the Beneficiary about such comment, suggestion and/or material having been submitted.

18. Global availability

VisaPro.ca offers no guarantee that its Web site and all its Services are appropriate for, and available from, any location outside Canada. Moreover, the Content published by VisaPro.ca either on its Web site or elsewhere on the World Wide Web, or in a material form, may contain references to VisaPro.ca Services that are not announced, available and/or authorised in some countries. Such references do not imply that VisaPro.ca intends to announce, make available or sell such Services in these countries.

19. Representation of clients

Any Canadian organisation is legally authorised to offer consultation and representation services in about any field of expertise. Specific to the Canadian federal immigration field, although any Canadian organisation or representative is legally authorised to offer consultation and representation services prior to the submission of an application, strict requirements limit the offer of consultation and representation services following submission of an application if a fee is being charged by that organisation or representative. Representatives of applicants who charge a fee for representation services to be carried out following submission of an application (referred hereafter as "Paid representatives") need to be registered with one of the proper regulatory bodies to be deemed legitimate (referred hereafter as "Authorised representatives"): the Canadian provincial/territorial law societies, the *Chambre des notaires du Québec* (Quebec Chamber of Notaries) and the Canadian Society of Immigration Consultants (CSIC). Conversely, any Paid representative who is not properly registered with one of these regulatory bodies is deemed illegitimate (referred hereafter as "Unauthorised representative"). It is perfectly legal for a paid and unregistered consultant to offer professional consultation services to clients as long as these paid services are performed prior to submission of an application. If that same paid and unregistered consultant would offer professional consultation services to clients beyond submission of an application, he would then be considered in breach of the law (referred hereafter as "Lawbreaking Unauthorised representative"). Generally speaking, only a tiny portion of applicants genuinely need to be represented following submission of their application.

Being not registered with any of these regulatory bodies, VisaPro.ca is consequently legally authorised to offer its services up to the submission of an application and not beyond. By visiting its Web site and/or conducting business with VisaPro.ca for Canadian temporary residence, Canadian immigration (permanent residence) and/or Canadian citizenship related Services, the Beneficiary understands, accepts and agrees with the aforementioned legal limitations in regard with its potential representation in front of the Canadian immigration and citizenship authorities.

20. Misrepresentation

As stated in Clause "Validity and accuracy of personal information", the Beneficiary who registers or subscribes for any Web site feature and/or agrees to contract VisaPro.ca for any Service is requested to provide accurate and current personal information and to promptly update such information as necessary to ensure that it is kept accurate and complete. Writing erroneous/incomplete or false/fake information is strictly prohibited. VisaPro.ca cannot be held responsible for providing false or erroneous information to the immigration and citizenship authorities if this specific false or erroneous information has been initially provided by the Beneficiary. VisaPro.ca relies entirely on the good faith of the Beneficiary and will not verify nor validate the information provided by him.

Misrepresentation through withhold and/or distortion of facts and/or production and/or use of fake documents does constitute an inadmissibility factor that could render inadmissible a Beneficiary's application to the immigration and citizenship authorities and might prevent him from obtaining any document or status sought. It might also warrant immediate closure of any VisaPro.ca account and/or immediate discontinuation of any business relationship or Service contract. VisaPro.ca shall not be held responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Beneficiary's failure to comply with this Clause.

21. Forward-looking and cautionary statements

Except for historical and factual information and discussions, statements set forth throughout VisaPro.ca web site and/or any related documentation may constitute forward-looking statements within the fields of Canadian temporary residence, Canadian immigration (permanent residence) and/or Canadian citizenship, or within any field closely related to them. These statements involve a number of risks, uncertainties, and other factors that could cause actual results to differ substantially from expectations. The Beneficiary must understand, accept and agree with this portion of risk and uncertainty in order to be allowed to use VisaPro.ca Web site and/or contract VisaPro.ca for any Service.

22. Purchase of Services from VisaPro.ca

Some Services made available by VisaPro.ca on its Web site may be offered on a payment basis ("Pay service"). Although Pay services may in some circumstances be offered by VisaPro.ca on a periodic subscription basis, most are rather offered on prepaid usage basis. Should the Beneficiary choose to purchase a Pay service, he will be required to understand, accept, agree with and respect all Terms including without limitation the inclusions and exclusions, described either in the suitable Pay service Web page description, the Prices and Instructions Web page, the Price list Web page, the Terms and conditions of use Web page and all its related policies, the Contract and/or any other relevant page or section of VisaPro.ca Web site or documentation such as the assessment forms. The following list is neither exhaustive nor comprehensive; failure for a Term to appear does not mean that it is not significant or binding:

- i) The Beneficiary agrees to pay all the fees applicable for such Pay service, including any fees associated with the use of such Pay service together with all applicable taxes (referred collectively hereafter as the "Fees"). Unless otherwise indicated on the relevant Pay service description, the Fees for a Pay service purchased by the Beneficiary are for one person only, generally speaking either the main applicant, the first dependent, or any additional dependant (second, third or more). Unless otherwise indicated on the relevant Pay service description, the Fees for a Pay service purchased by the Beneficiary are chargeable immediately (and at the beginning of each renewal period for periodic subscription, if applicable), in one single instalment, by the valid payment method chosen by the Beneficiary among those offered in the Methods of payment Web section. All Fees are calculated in Canadian dollars (CAD). Payments can be made alternatively in Euros (€) and Romanian New Lei (RON). Exchange rates vary and are established daily upon request. Some minimal conversion fees may apply. All Fees are non-refundable. VisaPro.ca reserves the right to change the amount of, or basis for determining, any Fees for a Pay service, and to institute new Fees or Terms at any time effective upon notice to the Beneficiary, either through posting of any such changes on the relevant Web pages and sections related to the use of the Pay service or through any other notification mean as stated in Clause "Changes to the Terms of this Contract".
- ii) Unless otherwise indicated on the relevant Pay service description and/or the Price list, all Fees relating to the Pay service purchased by the Beneficiary for the main applicant and each and all of his dependents must be paid altogether in one single instalment. Moreover, the Beneficiary must indicate clearly both in his Contract and his assessment form, as well as in his communications with VisaPro.ca through email or any other mean, that the cases of the main applicant and each and all of his dependents must be processed altogether by VisaPro.ca. Failure to do so might result, to the sole discretion of VisaPro.ca, in each case being processed separately and therefore being charged full main applicant prices instead of discounted first dependent and/or additional dependents (second, third or more) prices.
- iii) Unless otherwise indicated on the relevant Pay service description and/or the Price list, the Fees for a Pay service purchased by the Beneficiary reflect only the Fees payable to VisaPro.ca for such specific Service provided by VisaPro.ca. Are not included in these Fees and are to be paid by the Beneficiary separately any additional fee charged by the Government of Canada or a third party, including without limitation any provincial/territorial government, medical clinic and educational institution, among which but not restricted to:
 - ✓ Application fees payable to the Government of Canada for any visa, immigration or citizenship service/document
 - ✓ Qualifications/equivalences assessment fees payable to professional bodies
 - ✓ Medical examination fees
 - ✓ Language test expenses and fees
 - ✓ Travel fees
 - ✓ Shipping fees
 - ✓ Translation fees
 - ✓ Notarisation and certification fees
- iv) By registering for, or purchasing, a Pay service, the Beneficiary warrants that:
 - a. He is of the age of majority in the jurisdiction in which he resides.
 - b. All information submitted is true and correct.
 - c. He is the legitimate holder of any credit card and/or account he designated for payment of the Pay service.
- v) In consideration of the availability, and his use, of a Pay service, the Beneficiary understands, accepts and agrees:
 - a. To these Terms, including without limitation the Terms set forth in Clauses "Disclaimer of warranty" and "Limitation and exclusion of liability", set out herein as well as any Terms which may be set out in the relevant Pay service description.
 - b. That he is solely responsible for all acts or omissions that occur through his Web site account, Pay service account, email addresses or through any other account or coordinates he might use or possess.
 - c. That the Pay service is for his personal, non-commercial use and he agrees not to resell, distribute, transfer, share or otherwise use any Pay service for any commercial purpose whatsoever.
 - d. That VisaPro.ca reserves the right to specify an expiry date for the use of any coupon, credit or discount offered, if any.
 - e. That VisaPro.ca reserves the right, in its sole and absolute discretion, to suspend or terminate his account and/or his use of a Pay service at any time as stated in Clause "Termination" including without limitation if and when VisaPro.ca determines that the Beneficiary has violated or is violating any Terms of this Contract and/or any law relating directly or indirectly with the use of VisaPro.ca Web site and/or VisaPro.ca Pay service, including if Fees cannot be charged to the Beneficiary designated credit card or account. Any such suspension or termination shall be in addition to, and without prejudice to, such rights and remedies as may be available to VisaPro.ca, including injunction and/or other equitable remedies through the courts.
- vi) The Beneficiary understands, accepts and agrees that any business relationship with VisaPro.ca shall be based on good faith. Consequently, the Beneficiary understands that it is his duty to respect any present and future conditions or instructions, implicit or explicit, that might be provided by VisaPro.ca, the Government of Canada or any third party by any means, mechanically, verbally or electronically, including without limitation deadlines to respect regarding the submission of an application, validity and authenticity of supporting documentation, and accuracy and meticulousness of any information provided by the Beneficiary to VisaPro.ca, the Government of Canada or any third party.

The Beneficiary understands, accepts and agrees that failure to respect any Terms herein including without limitation terms of payment might warrant immediate closure of any account and/or immediate discontinuation of any business relationship, Contract and/or Pay service with VisaPro.ca as stated in Clause "Termination".

23. Disclaimer of warranty

The Beneficiary fully understands, accepts and agrees that:

- i) VisaPro.ca Web site is provided on an "as is" and "as available" basis, and that VisaPro.ca offers no warranty whatsoever, implicit or explicit, that its Web site will be accessible on an uninterrupted, timely, secure or error-free basis or that such Web site or its derived results will meet the Beneficiary's requirements or expectations.
- ii) VisaPro.ca Pay services, including without limitation all its solution packages and its emergency service, are provided on an "as is", "as available" and "to the best of our knowledge" basis, and that VisaPro.ca offers no warranty whatsoever, implicit or explicit, that its Pay services shall be delivered on a timely or error-free basis or that such Pay services or its derived results will meet the Beneficiary's requirements or expectations, including without limitation his admissibility or eligibility for a specific category of services.
- iii) VisaPro.ca cannot be held responsible for refusals as part of a Pay service if at the end of an application process, the Beneficiary and/or the main applicant and/or one or more of its dependents does not receive the desired temporary resident status, permanent resident (immigration) status or Canadian citizenship. The decision to grant visas or citizenship belongs solely to the Government of Canada after a thorough examination of each case; VisaPro.ca cannot and does not promise either the Beneficiary or anyone else that he and/or his family dependants will receive a visa, a specific status or Canadian citizenship at the end of the application process.

24. Limitation and exclusion of liability

The Beneficiary fully understands, accepts and agrees that VisaPro.ca shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with his use of, or reliance on, VisaPro.ca Services, including the failure of these Services to meet his needs, standards or expectations.

The Beneficiary further expressly understands, accepts and agrees that in no event shall VisaPro.ca, including its affiliates, be liable for any damage whatsoever, including without limitation any direct, indirect, incidental, consequential, special or exemplary damage, even if these damages resulted in a loss of profits, of savings, of goodwill or of any other tangible or intangible item, regardless of whether or not VisaPro.ca had been advised of or could have somehow foreseen the possibility of such damages arising out of or in connection with:

- i) The use, the inability to use and/or the performance of VisaPro.ca Web site.
- ii) The use, the performance of and/or the results obtained of any VisaPro.ca Pay service.
- iii) Any other matter relating to VisaPro.ca Web site and/or Services.

The Beneficiary expressly understands, accepts and acknowledges that VisaPro.ca has agreed to this agreement, and has and/or will make VisaPro.ca Web site and/or Content available to him and/or has provided and/or will provide Services to him, in reliance upon the Terms set forth in this Contract including without limitation the Terms stated in Clause "Disclaimer of warranty", and that any and all these Terms form an essential basis of the agreement between the Beneficiary and VisaPro.ca.

The Beneficiary expressly understands, accepts and agrees that the Terms stated in this Contract including without limitation the Terms stated in Clause "Disclaimer of warranty", will survive and continue to apply even in the case of a fundamental breach, a failure of essential purpose of Contract, a failure of any exclusive remedy or termination of this Contract.

25. Indemnification

The Beneficiary agrees to defend, indemnify and hold harmless VisaPro.ca, its affiliates and its licensors, as well as each and all of their respective employees, officers, directors, owners and agents, including all third parties mentioned on VisaPro.ca Web site or any related documentation, from and against any and all claims, actions or demands including without limitation reasonable legal and accounting fees, resulting from or related to:

- i) The Beneficiary's breach of any Clause of this Contract.
- ii) The Beneficiary's access to or use of VisaPro.ca Web site, Content and/or Services.
- iii) The Beneficiary's use or reliance on, or publication, communication or distribution of any Content on or from VisaPro.ca Web site or obtained through any of its Services or related documentation.

The Beneficiary shall use his best efforts to cooperate with VisaPro.ca in the defence of any claim. VisaPro.ca reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Beneficiary.

26. Translations

The two official languages of Canada are French and English; for the majority of the Services offered by VisaPro.ca, knowledge of at least one official language is required. Although the main language used by VisaPro.ca is English, certain text in its Web site and/or Services related documentation may be available in languages other than English such as French and/or Romanian. While this text would in most cases be translated by a person, it could also be solely translated by computer software with no human intervention or review. All translations are provided as a convenience to the Beneficiary, and VisaPro.ca makes no commitments regarding the accuracy or completeness of any translation, whether or not computer-generated or conducted and/or reviewed by a person.

27. Governing law

VisaPro.ca Web site and Services are controlled and operated from its offices in Montreal, Quebec, Canada. Therefore, these Terms are to be interpreted and governed by the laws in force in [the Province of] Quebec, Canada. Should any controversy, claim or dispute arise which cannot be amicably resolved, each party agrees to submit to the jurisdiction of the courts of Quebec and to waive any objections based upon venue. The language of the proceedings shall be either French or English, to the discretion of VisaPro.ca. In case of access to VisaPro.ca Web site from a location outside Canada, it is the responsibility of the Beneficiary to ensure compliance with all applicable laws; VisaPro.ca shall not be held responsible for any violation, infringement or offense resulting from the access by anyone including without limitation the Beneficiary to VisaPro.ca Web site from a location outside Canada.

28. Arbitration and dispute resolution

Except where prohibited by applicable law, VisaPro.ca reserves the right, for final settlement (to the exclusion of the courts), to refer to private and confidential binding arbitration before a single arbitrator held in Montreal, Quebec, Canada, and governed by Quebec law, any controversy, claim or dispute which cannot be amicably resolved, arising out of or relating to these Terms, the claimant use of any VisaPro.ca Web site and/or Service, or the relationship which results from these Terms, including without limitation the performance, breach, enforcement, existence or validity of the matters provided for in these Terms. In such case, the language of the proceedings shall be either French or English, to the discretion of VisaPro.ca, and the arbitrator shall be a person who is legally trained and who has extensive experience in the information technology field as well as in Canadian immigration, and who is independent of either party. Any such claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. The Beneficiary understands, accepts and agrees to waive any right he may have to commence or participate in any class action against VisaPro.ca related to any claim and, where applicable, he also agrees to opt out of any class proceedings against VisaPro.ca. Each party shall bear an equal portion (one half) of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees. Notwithstanding the foregoing, VisaPro.ca reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive and/or other equitable relief through the courts.

29. Termination

The Beneficiary understands, accepts and agrees that VisaPro.ca, in its sole and absolute discretion, may, unilaterally and without notice, suspend or terminate any Contract or business relationship and remove and discard any information or content related to such Contract or business relationship if and when VisaPro.ca determines that the Beneficiary has violated or is violating any Terms of this Contract and/or any law relating directly or indirectly with the use of VisaPro.ca Web site and/or Services and/or with the fields of Canadian temporary residence, Canadian immigration (permanent residence) and/or Canadian citizenship, or with any field closely related to them. The Beneficiary further agrees that VisaPro.ca shall not be liable to him or to any other person as a result of any such suspension or termination.

Furthermore, the Beneficiary understands, accepts and agrees that VisaPro.ca, in its sole and absolute discretion, may, unilaterally and without notice, suspend or terminate his account or use of, or access to, VisaPro.ca Web site and remove and discard any information or content related to such account or use of VisaPro.ca Web site if and when VisaPro.ca determines that the Beneficiary has

violated or is violating any Terms of this Contract and/or any law relating directly or indirectly with the use of VisaPro.ca Web site. The Beneficiary further agrees that VisaPro.ca shall not be liable to him or to any other person as a result of any such suspension or termination. Any such suspension or termination shall be in addition to, and without prejudice to, such rights and remedies as may be available to VisaPro.ca, including injunction and/or other equitable remedies through the courts.

If the Beneficiary is dissatisfied with VisaPro.ca Web site or any of its Services, or with any Clause, Terms, rule, policy or practice of VisaPro.ca in operating the aforementioned Web site and Services, his sole and exclusive remedy is to discontinue using any VisaPro.ca Web site and/or Services.

30. Integrity of the Contract

This Contract, along with any other contract, agreement and appendix to which it refers, constitute the final, complete and exclusive expression of all Terms binding all parties together. This Contract supersedes any past contract, agreement and appendix with respect to the subject matter hereof to which it doesn't explicitly refer. None of the parties, including without limitation the Beneficiary, has agreed to this Contract based on any other contract, agreement, promise, commitment or warranty other than those explicitly mentioned, integrated and described in this Contract.

31. Severability of these Terms and conditions

If any of the Terms (or parts thereof) contained in this Contract are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such unenforceable part shall be limited or eliminated to the minimum extent necessary, so that such determination does not affect the remainder of these Terms (or parts thereof) which shall remain fully enforceable and legally binding.

32. Contract amendments

VisaPro.ca reserves the exclusive right, in its sole discretion, to amend at any time its Web site or any offer of Services, their respective prices and/or any of their intrinsic characteristics. In any event and all things considered, any amendment to this Contract shall be understood, accepted, agreed and signed by all parties. No event, incident, custom nor commercial usage can be deemed amending this Contract and/or any of its Clauses and/or any of its Terms once implicitly or explicitly agreed on and/or signed by the parties.

33. Additional provisions

This agreement is strictly personal; the Beneficiary cannot dodge, assign, hand over or donate any right or obligation described herein to anyone, related or not.

VisaPro.ca failure to insist upon or enforce strict performance of any right, obligation or Term of this Contract shall not constitute or be interpreted as a waiver of any such right, obligation or Term.

VisaPro.ca solely reserves any and all rights that are not specifically and explicitly granted in this Contract. In case of ambiguity, uncertainty and/or non-attribution of any right, any license granted and/or contract implicitly or explicitly agreed on and/or signed shall be interpreted in favour of VisaPro.ca.

VisaPro.ca may use autoresponders to communicate with the Beneficiary by email. In such case, the Beneficiary shall consider any automatically generated reply solely as an acknowledgment of receipts, but by no mean as the acceptance from VisaPro.ca to conduct business with him or with any third party.

34. Changes to the Terms of this Contract

The Terms of this Contract may change from time to time. VisaPro.ca reserves the right, at its sole discretion, to modify, add, or remove portions of this Contract at any time. If such changes are made, VisaPro.ca may post a notice on its home page, on its news page or elsewhere on its Web site of the changes that have been made. The discretionary decision to post a notice or not will depend on the extent of the modification made. The service contract form shall be systematically updated following any changes to these Terms. None of the changes made to these Terms will apply retroactively to contracts implicitly or explicitly agreed on and/or signed prior to making the aforementioned changes.

If the Beneficiary is concerned about the topics covered in this Contract, he should read all of its Clauses each time before using VisaPro.ca Web site and/or contracting VisaPro.ca for any Services. Any question or problem relating to these Terms should be brought to the attention of a duly authorised VisaPro.ca representative. The Beneficiary should not hesitate to contact VisaPro.ca and explain in detail the nature of his question or concern.

IN WITNESS WHEREOF, both parties understood, accepted and agreed with all Terms and Clauses of this Contract on the date of _____

THE SELLER
(VISAPRO.CA)

THE CLIENT
(THE BENEFICIARY)

Authorised signature

Authorised signature

Mathieu Savoie, Chairman and CEO

Name and function

Name

1167228270

Quebec Enterprise Number

Place and date of birth (example: Montreal, QC, Canada; September 11, 1977)

Date of signature (example: Thursday, August 25, 2011)

Date of signature (example: Thursday, August 25, 2011)

These terms and conditions of use were last updated on 2010-11-01 (November)

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