

# Canadianvisa.org Terms and Conditions

## **IMPORTANT - Preliminary Note**

Before you read the articles listed below, please consider the following preliminary terms that constitute an essential part of the Terms and Conditions and note the definitions in Article 1. In this legal document, the person making use of the Website, Software and/or Offered Products will be referred to as ("The User"). Canadianvisa.org is owned and operated by Maple Solutions OU ("Canadianvisa.org"). By using or visiting any of Websites or Offered Products, you are acknowledging and declaring that it is a private Limited company, is not and does not in any way pretend to be an officially created outreach of the Canadian Government, and is in no way connected to the Canadian Government. Canadianvisa.org does not represent an immigration authority; neither is it part of the Canadian Government. Please be aware that at any time, after approval by legislative bodies or the government, the Canadian Government can modify or cancel the various immigration visa programs highlighted on the Website. The Website and Canadianvisa.org shall not take responsibility in cases where the Canadian Government (or any of its agencies) suspend, cancel, prohibit or prevent in any way the Offered Products or the immigration visa programs and will not offer refunds for any payments made prior to a Prevention Announcement of this kind. Before visiting or using any of Canadianvisa.org Websites or Offered Products, you must read, accept and agree with the terms and conditions presented in the Terms and Conditions, including the terms and conditions noted below. In the event you do not agree to be bound by the Terms and Conditions, you may not visit or make use of any of Canadianvisa.org Offered Products or Websites. The user agrees and acknowledges that by using or visiting any of Canadianvisa.org Offered Products or Websites, they are entering into a legally binding agreement that shall regulate any use of Canadianvisa.org Offered Products or Websites by the user or any third party on their behalf.

Furthermore, the user hereby agrees to the use of electronic communication to place orders, enter into contracts and accept delivery of notices, records and policies of transactions started or completed via Canadianvisa.org Offered Products or Websites. Further, the user waives any requirements or rights under any regulations or laws in any jurisdiction that may require a non-electronic signature or retention or delivery of non-electronic records, to the degree allowed by the applicable mandatory law. If there is any law limitation that prevents the user or limits their ability to be bound by the Terms and Conditions, the user may not use or visit any of Canadianvisa.org Offered Products or Websites. By using or visiting any of Canadianvisa.org Offered Products or Websites, the user explicitly states that they are in full compliance with any applicable law regarding any limitation applied to their ability to use or enter into

agreements on any of Canadianvisa.org Offered Products or Websites due to their age or any other such limitation regarding their visit or use of any of Canadianvisa.org Offered Products or Websites.

## **1. Terms and Conditions Definitions**

The following capitalized definitions in the Terms and Conditions are used in their plural as well as singular forms.

1.1 Canadianvisa.org refers to Maple Solutions OU in and/or any of its subsidiaries, owners, divisions, officers, affiliates, directors, agents, employees, licensors or representatives.

1.2 Canadianvisa.org's registered office is in Roosikrantsi tn 2 Kesklinna linnaosa, Tallinn Harju maakond 10119, Estonia.

1.3 Canadianvisa.org is the sole owner and operator of the Websites. Site or Website means any and all contents, elements and the "look and feel" of the website available at the Internet address <https://canadianvisa.org/> and all of the related websites operated, owned or controlled by Canadianvisa.org.

1.4 Canadianvisa.org Offered Products, or simply Offered Products, refer to the use of the Software and any of the Canadianvisa.org-related services and products available through any of the websites of Canadianvisa.org, whether these are defined as Paid Products or any other Canadianvisa.org products.

1.5 Canadianvisa.org Software, or simply Software, means the proprietary web-based software of Canadianvisa.org.

1.6 User Agreement or Terms and Conditions refer to this document as may be modified, renewed and/or amended with time.

1.7 Intellectual Property means any and all rights connected to intellectual properties, including titles, interests, intangible legal rights, embodied in or evidenced by the user and/or any third party.

## **2. Access and License**

A limited license to gain access to and use for personal purposes Canadianvisa.org Offered Products and Websites has been granted by Canadianvisa.org. The Websites and Offered Products are not to be downloaded or modified. The license does not permit any kind of resale or any commercial use of any of Canadianvisa.org Offered Products or Websites or their contents, and/or any derivative use of any of Canadianvisa.org Offered Products or Websites content.

### **3. Intellectual Property**

3.1 Any of the Offered Products or Websites of Canadianvisa.org and any part thereof, including without limitation text graphics, logos, buttons, text, images, icons, sounds, videos, names, source code and any Intellectual Property included in the same, including patents, copyrights, trademarks, titles and any other related information, are considered proprietary information and trade secrets of Canadianvisa.org and Intellectual Property and are under protection as such by any applicable laws governing this Terms and Conditions.

3.2 The user shall not use any proprietary information of Canadianvisa.org, and no part of this Terms and Conditions shall be construed as allowing the user to do so, and Any information on the Websites of Canadianvisa.org is protected by copyright: Copyright Canadianvisa.org. All rights reserved.

### **4. Updates and Modifications**

4.1 Canadianvisa.org can, for any reason and at any time, discontinue or modify any feature or aspect of any of the Software, Offered Products or Websites of Canadianvisa.org including but not limited to its functionality, content, pricing or availability.

4.2 Without detracting from the above statements, Canadianvisa.org, at its sole discretion and without any obligation to do so, has the right to add new functions or features, change or subtract such or provide updates, programming fixes and upgrades to any of the Software, Offered Products or Websites of Canadianvisa.org.

## 5. Paid Products

5.1 The user agrees and acknowledges that Canadianvisa.org is a private corporation and that any fee the user pays is in return for submitting and handling the user's evaluation or application and is created to cover the time and financial resources expended by Canadianvisa.org and the RCIC's. Payments of all charges and fees to Canadianvisa.org, when applicable, must be made using a valid charge or credit card and/or other kinds of accepted payments as outlined on the Website.

5.2 Such Paid Products are specified at the Website of Canadianvisa.org, or are specified by its agents or personal. The user acknowledges that Canadianvisa.org may, without prior notice and at its sole discretion, make conditions on the use (of a Group of users, of all users or one user's use specifically) of any part of its Offered Products or Websites to exclude payments, include payments, modify or change such Paid Products, turn any unpaid products or Websites into Paid Products, and vice versa.

5.3 All conditions and terms in the Terms and Conditions, including without limitation any disclaimers or limitations of liability or of warranty, shall be applied to the Paid Products, except in the case they are explicitly noted to the contrary in the Terms of Use.

5.4 Canadianvisa.org reserves the right to use and to sell Third Party Products within the means of the organization, which are not in the scope of professional immigration services. Third party Products shall include products manufactured or developed by a corporate entity independent from Canadianvisa.org. By accepting to the terms of Canadianvisa.org, You agree to comply with all applicable third-party provider terms. Your use of our products and services constitute your agreement to be bound by these third-party terms which are incorporated into your agreement by this reference.

5.5 Canadianvisa.org is required to provide our clients contact details to our third-party providers to the extent that they need such details in order to enable them to execute their contractual responsibilities. These third party shall present its terms and conditions which are subject to change at such third party's discretion and new third party providers are added from time to time.

5.6 Canadianvisa.org is acting merely as an agent to the Third Party companies not responsible for quality of service/product or any product related issues, it is the sole responsibility of the third party company. Canadianvisa.org has invested best efforts to assure that any third party is acting as an agent are in good commercial standard, but can not guarantee it.

## **7. Transactions and Collection, Third-party Electronic and Payment Processors**

7.1 The user of the Software and/or Offered Products takes full responsibility for paying all fees owed to Canadianvisa.org. The user agrees that they shall not attempt to make any charge-backs and/or reverse or deny any fee payment they have made and will reimburse Canadianvisa.org if there are any charge-backs, reversals or denial of payments they made as well as any loss suffered by Canadianvisa.org as a consequence thereof. Canadianvisa.org may, at its sole discretion, suspend the provision of the Software and/or Offered Products to specific users or to users paying with specific credit cards.

7.2 The user's card will be debited upon completing his/her transaction.

7.3 Canadianvisa.org has the right to utilize third-party electronic payment processors and/or various financial institutions to process any payments made by the user when using the Software or the Offered Products.

## **8. Payment Fraud**

Canadianvisa.org has the right to perform credit checks on each user with the help of a third-party credit agency on the basis of the data provided to an application or by the user in any manner. If there is any suspicion of fraudulent payment, including the use of stolen credit cards, or any other fraudulent action (including any chargeback or other payment reversal), Canadianvisa.org has the right to block the account of the user and reverse any refunds made, if any. Canadianvisa.org is entitled to contact any relevant entities or authorities (including agencies for credit references) of any payment fraud or otherwise fraudulent activity and may use collection services to retrieve payments.

## **9. Cardholder's Responsibilities Regarding the Laws of Their Jurisdiction**

The cardholder shall remain responsible for notifying their issuing bank with any changes in details or fraudulent/irregular activities on their account. Canadianvisa.org takes no responsibility regarding any fraudulent activity on any customer's cards/accounts used on this website. We have taken all necessary steps regarding upholding PCI DSS compliance and remain objective in the case of cardholders bearing their own responsibility regarding jurisdiction laws.

## **10. Privacy Policy**

10.1 Canadianvisa.org is committed to protect and respect the user's privacy. Canadianvisa.org strives to meet the compliance of the EU General Data Protection Regulations (GDPR), which came into effect on 25 May, 2018.

10.2 The main goal of meeting the GDPR compliance is to enable the user to have full control over his/her shared data with Canadianvisa.org and/or its affiliates, and which information would be broadcasted to him/her via selected communication channels, while protecting the user privacy and his/her absolute right to discontinue our services at any time, deny processing and unsubscribe from our site and to be removed immediately from all Canadianvisa.org digital records if the user expressly wishes to do so, by sending an email to [csr@canadianvisa.org](mailto:csr@canadianvisa.org) or via any channel as mentioned on Canadianvisa.org Contact Us page.

10.3 Subject to the conditions and terms of the Privacy Policy, any material or communication the user transmits or posts on or by any of Canadianvisa.org Websites or via the use of Offered Products and/or Software will be considered as non-proprietary and non-confidential. The user assumes full responsibility for anything they transmit or post. If the user objects to the above and/or Canadianvisa.org's privacy policy, they should not use any of Canadianvisa.org Offered Products or Websites.

10.4 As a subject to the terms and conditions of the Privacy Statement, any material or communication the user posts or transmits regarding their use of the Offered Products will be treated as non-proprietary and non-confidential. The user assumes full responsibility for anything they transmit or post, and they grant

Canadianvisa.org the right to copy, edit, distribute and publish any content or information they transmit or post for any purpose. 9.5 In this respect, the user should be aware that if they voluntarily disclose any Personal information (e.g. email address, username) in a chat room, bulletin board or on any other member- or user-generated pages, that information could be collected and used by other parties and may result in unsolicited messages from others. 9.6 Also, the user acknowledges that Canadianvisa.org and its affiliates do not have control over the information available in the chat rooms and/or blogs related to its website, and that any advice, opinions, services, statements, offers or other information or content disseminated or presented in any chat room, bulletin board or on any other member- or user-generated pages are those of their respective authors, who are solely responsible for their content. Canadianvisa.org has the right, at its sole discretion, to refuse to post, edit or remove any material posted or submitted in the chat rooms, bulletin boards or on any other member- or user-generated pages.

## **11. No Guarantee of Visa Acceptance, Official immigration authority, Initial assessment/Evaluation**

11.1 The user understands that the among Canadianvisa.org services an immigration evaluation service is offered by a Regulated Canadian Immigration Consultant. This evaluation is based on current Canadian immigration regulations and available immigration streams, and therefore there cannot be any guarantee that an evaluation process will result in a Canadian Visa and/or obtaining a Canadian Visa . As far as Canadianvisa.org knowledge, the Canadian authorities treat all of the submitted applications in an equal manner.

11.2 Canadianvisa.org provides the <https://canadianvisa.org/> website as a service to the public and website owners. Canadianvisa.org shall not be held liable for damages, references, advice or information gathered or referenced from our site, employees and/or from 3rd party links. 3rd party links on our sites are not endorsements of these sites by our company. Please note that information provided by our site in not replacement for professional immigration advice.

11.3 Canadianvisa.org is in no way involved in providing or issuing visas. The offered Products of Canadianvisa.org do not guarantee expedited or better handling of visa applications. On the Citizenship and Immigration Canada website

(<http://www.cic.gc.ca/>), and on Canadianvisa.org website is detailed the minimum eligibility requirements. It is up to the user to study the requirements and ensure that they qualify within the stated guidelines. Please contact Canadianvisa.org team if you have any questions.

11.4 The user accepts and understands that in order to receive an initial assessment by a Regulated Canadian Immigration Consultant and a member of the ICCRC in Canada ("The RCIC"), concerning the user's probability of meeting the minimum requirements to start his/her immigration process or perusing a NON- Immigration Visa to Canada, the user is required to provide ALL of the following:

- 1) The asked Payment for Canadianvisa.org services (subject that the payment was not declined/Fraud/Charged-back or any other reason that the payment was not successful),
- 2) The necessary information, and supporting documents asked by the Canadianvisa.org team, as shown on the form on the Canadianvisa.org website Private section of the user, subject to that the user holds a valid User ID & Password Granted to him by Canadianvisa.org
- 3) The user did not commit any fraud and/or misrepresentation in regard to the relevant information documents he supplied to the Canadianvisa.org team and/or the RCIC and/or any third party involved ("The Initial Assessment"). As expressly stated on the privacy policy and in this Terms and Conditions agreement, the User accepts and understands that his information would be transferred by the Canadianvisa.org team to third parties for reviewing and/or assessing and/or analyzing all or a part of the information the user supplied to the Canadianvisa.org team, in every communication tool exists between the parties.

11.5 Canadianvisa.org and the Regulated Canadian Immigration Consultants (RCICs) and/or other professional parties rely solely on the information presented by the user in every working stage, and it is the obligation of the user to supply a true and accurate relevant information with the necessary supporting documents to support the details he/she provided, enabling Canadianvisa.org to transfer his/her bundle of information to the RCIC and/or other third party professionals (all under the sole discretion of Canadianvisa.org) for reviewing and assessing his individual case.) This information is only processed if consent is given by the user beforehand.

11.6 In a case, where the user fails to supply a true and accurate relevant information and/or the necessary documents and/or will not cooperate with the Canadianvisa.org team or RCIC to gather the necessary information, Canadianvisa.org will not be able to forward the user's case to the RCIC, and in this case no Initial assessment and/or professional service/advice or feedback will be given and no refund will be granted to the user by Canadianvisa.org. To avoid any doubt, the above-mentioned case is not limited



in any way with the terms and conditions stated in this agreement concerning the refund policy of the Canadianvisa.org and/or all of the other condition set in this agreement.

11.7 Canadianvisa.org is in no way involved in providing the scoring and/or answers and/or professional feedbacks of the initial assessments, which is done solely by the RCIC signed on the assessment and/or other professionals in Canadian immigration services, therefore Canadianvisa.org and/or any affiliated legal entities affiliated with it do NOT assume any liability in regard to professional feedbacks or scores given by the RCIC to the user and/or processing time and/or any matter derived from the initial assessment process in a direct or indirect manner.

11.8 Processing time for the results of the initial assessment done by the RCIC can take up to 21 business days from the date of purchase. This is subject to information that the user provides to the Canadianvisa.org team through necessary information and supporting documents as shown in the top of the user personal application page and/or as shown on the letter that was sent to the user upon opening his initial assessment Application.

## **12. No Warranties**

12.1 Canadianvisa.org is not responsible or liable for any malfunctions or disturbances that any of Canadianvisa.org Software, Offered Products or Websites may cause to any other application, software or computer hardware system, including any data or information contained in such. Canadianvisa.org is not liable for any disruptions of this kind. 11.2 Canadianvisa.org Offered Products and Websites may offer a pre-release “beta” version of its Offered Products and Websites that may not be complete and may contain errors or inaccuracies that could cause loss of data or failures. Canadianvisa.org is not liable for any disruptions of this kind. 11.3 Canadianvisa.org may terminate any of Canadianvisa.org Offered Products, Software or Websites, including Paid Products or any parts thereof, for updates, maintenance work or other reason, or suspend any such Offered Product, Software or Website, all at its sole discretion with no prior notice. Canadianvisa.org is not responsible or liable for any such termination or suspension.

## **13. Fees & Refund Policy**

13.1 All refunds shall be provided by Canadianvisa.org at our sole discretion on products which are not in the scope of paid professional immigration services, on paid professional immigration services rendered by the RCIC's it shall be based on the RCIC Retainer Agreement conditions. In no event shall refunds exceed the amount that has actually been paid by users for the credit remaining outstanding to the user and in relation to any relevant Paid Products. The paid fees shall not be refunded in the event that a period of 10 days had passed from the time of the purchase by the user, due to the resources that were already invested by Canadianvisa.org for supplying the user with the purchased service and/or no refund shall be

given in the event that Canadianvisa.org at its sole discretion, suspects the user to be in breach of the Terms and Conditions or any applicable law.

13.2 Canadianvisa.org Fees shall apply even if an application has been made impossible owing to events beyond Canadianvisa.org control, including but not limited to: an act of war, any acts of nature, any visa program instruction changes – e.g. eligibility, details required or any other changes, limitations of a technological nature or economic resources, changes of procedural or legislative nature and/or state action. The user's visit or use of any of the Websites of Canadianvisa.org or our Offered Software or Products shall mean the user has understood and agreed with the refund policy that is specified herein.

## **14. No Responsibility for Content**

14.1 Canadianvisa.org Offered Products, Websites and all content, information, products, materials and services included or available to the user via any of Canadianvisa.org Offered Products or Websites are offered on an "as is" basis. Canadianvisa.org and any of its subsidiaries, owners, divisions, officers, affiliates, directors, agents, employees, suppliers, representatives or licensors make no warranties or representations of any kind, implied or expressed, as to the operation of any of Canadianvisa.org Software, Offered Products, Websites or the content, information, materials, services or products included and available to the user via such Offered Products or Websites. The user understands and acknowledges that the content of data supplied through the use of any of Canadianvisa.org Software, Offered Products or Websites is entirely the responsibility of the individual or entity from whom the content originated.

14.2 Furthermore, Canadianvisa.org Offered Products or Websites may contain web links to other sites, and the user agrees and acknowledges that the content of such is entirely the responsibility of its

The user, therefore, may be subjected to content that is harmful to minors, offensive, indecent or objectionable, and the user's browsing to such sites is at their own risk.

## **15. Immigration Laws and Regulations**

There are frequent changes introduced to immigration regulations and laws, so their application may vary widely on the basis of specific circumstances and facts involved. The user shall bear the responsibility for consulting their own professional advisors on immigration regarding their specific circumstances. Canadianvisa.org shall disclaim any responsibility with respect to the adequacy or accuracy of any positions that may be taken by the user in the course of their application.

## **16. Lawful Purposes**

16.1 The user acknowledges and agrees to use Canadianvisa.org Software, Offered Products or Websites solely for lawful purposes. Furthermore, the user declares that the source of funds used by them to use the Website and/or Offered Products is legal and that they will not utilize the Software, Offered Products and/or Websites in any way as a system to transfer money. The user shall not use the Websites, Software or Offered Products for any fraudulent or unlawful transaction or activity (money laundering included) under any law.

16.2 The user is responsible for, holds harmless of and indemnifies Canadianvisa.org against any claims arising from any material they transmit or post.

## **17. Registration**

During registration, the user will be allocated an IP address according to their state or area. That is a standard applied worldwide. In the registration process, Canadianvisa.org may use the allocation for identification of the area where the user is making their call or connecting from (the identification of the

area will not involve personal identification). The user must make all use of Canadianvisa.org Offered Products or Websites from the area in which they have registered; the user must not lead, in any way, Canadianvisa.org toward misidentifying the area from where they register (the means of misidentifying include use of proxy or other related software or service). The user's consent and acknowledged that in the event of non-compliance with these terms, may lead Canadianvisa.org toward violation of any applicable laws or toward non-compliance with any such laws, and therefore the user shall bear the full responsibility for any such violation or non-compliance.

## **18. User ID**

The user shall be the sole person that is authorized for the use of their identification and password; the user shall not be allowed to entrust other persons with access to or use of their user identification and password. The user shall bear the responsibility for the usage of any Canadianvisa.org Offered Products or Websites made with their identification number, and the user shall be responsible to maintain the confidentiality of their password and user identification. To implement security and unless otherwise noted, the user identification or password shall not be disclosed by Canadianvisa.org in the event the user forgets or loses them, other than via sending them to the email address the user has provided at registration.

## **19. Confidential Information**

The user is kindly asked to note that the sole confidential or proprietary information that we will require to fill in, includes credit card numbers or other personal information. The user shall supply that information in the forms that are needed to use our Software and/or Offered Products. The user will not be asked by Canadianvisa.org to supply any other confidential or proprietary information via our Site.

## **20. Non-Confidential Information**

All of the user's non-personal information data or materials sent to Canadianvisa.org shall be deemed as non-confidential, and shall be used by Canadianvisa.org, and treated as an unrestricted and irrevocable license for us to use internally. This includes posts on public forums on our site and/or other social media platforms.

## **21. Use of Information**

21.1 Regardless of the above sections, by registering with Canadianvisa.org, the user shall explicitly allow us to transmit commercial and promotional materials and advertisements by means of the Internet, telephone, facsimile or any other means of communication so long as the user has agreed to receive said information. Should the user choose to stop receiving such materials and advertisements, they are asked to notify the Canadianvisa.org Privacy Officer at [csr@canadianvisa.org](mailto:csr@canadianvisa.org).

21.2 Canadianvisa.org makes no claim to our products, services or information provided on our website as being a replacement for professional advice on Canadian immigration. Please consult with immigration professionals for legal advice for Canadian immigration purposes.

21.3 Our site is not meant to be used or provide a Canadian visa, unless this is done through legal immigration channels like a 3rd party MDC Canada LTD RCICs, who are in good standing with the ICCRC (Immigration Consultants of Canada Regulatory Council).

21.4 All information on our site that links directly to our site, social platforms and/or other 3rd party websites is only provided as a source of information. We will not be held responsible for discrepancies in information found on these sites, although we always strive to report accurate information for our users.

21.5 Users should not use the information or services they find on our site to resolve any issues they have relating to Canadian immigration. Information on our site does not claim to be complete, they should always be aware of this fact when they use our services and/or products of our company.

21.6 Comments made on any of our sites by employees is in no way a reflection of our company's ideas, ideologies or personal opinions. Product and service ratings made on our site are strictly made by others, based on their personal opinions and should not be taken as professional advice on immigration matters.

21.7 Any trademarks, service marks, logos, design rights or similar rights that are cited in our articles are the property of their respective owners. Their use in our sites does not imply that they can be used by

users other than informational use. Unless expressly stated by Canadianvisa.org and our affiliated sites, we neither endorse nor are affiliated with the holders of these intellectual property. Our company does not have the legal right to allow others the use of protected materials. Use of these materials will be done at the user's own risk.

21.8 We reserve the right to collect certain information from our users, unless they give us their express consent not to. This refers to the selection of Cookie tracking, Pixels and other tracking methods used by our company. Certain information about users will be collected automatically by our system, read more about this in our Privacy Policy.

21.9 We reserve the right to change, alter or edit information that is posted on our sites. Notifications about these changes will only be posted in certain circumstances, for example changes to our Privacy Policies and Terms and Conditions.

21.8 Always ensure that as a user you understand our products and services offered by our company before you engage in our services. Should you have any concerns, please address them to our support team at [csr@canadianvisa.org](mailto:csr@canadianvisa.org).

21.9 These statements apply to Canadianvisa.org and all other hosted websites and/or co-hosted websites.

## **22. Security of information**

22.1 Canadianvisa.org and its Site protect users' information by all precautions possible. When sensitive information is submitted by the user on our Site, it is protected online and offline. When the user enters such sensitive information (e.g. credit card numbers), that information is securely encrypted via SSL encryption software. While the user is on the secure page, e.g. a payment reply form, they can see the lock icon at the bottom of the web Browser to say the page is secure. In addition, our Website abides by the formal PCI security standards. We take utmost measures to ensure the security of the information the user submits as they use the Offered Products and Software.

22.2 With respect to the above mentioned, Canadianvisa.org and our Site cannot provide a full guarantee of security of the information gathered as the user uses the Offered Products and Software and so shall not be in any way liable for any data compromise. In the unlikely event of breach of information, Canadianvisa.org will notify the user (if their contact details were shared with Canadianvisa.org) in 72

hours from Canadianvisa.org acknowledgement that its security was breached and a theft of information has occurred. If the user did not agree to the transfer or treatment of their information in the above way, they are kindly asked not to register.

## **23. Breach and/or Termination**

23.1 Without deviating from our other remedies, nor limiting them, Canadianvisa.org shall retain the right to affect an immediate termination of a user's access to the Offered Products, Software or the use thereto in the event of activities that constitute any breach of our Terms and Conditions, or in the event of conduct that, according to Canadianvisa.org judgment, is deemed to interfere with the use or operation of the Software and/or Offered Products.

23.2 Canadianvisa.org may limit, suspend or terminate the user's use of our Website, Software or any of our Offered Products, including our Paid Products, and may delete user's ID and/or account, including the use of materials and content that are contained therein. Canadianvisa.org may do that at any time under its sole discretion with immediate effect, without prior notification, with or without cause, and without any recourse.

23.3 Canadianvisa.org shall not be held liable for any damage arising from or caused by the termination, suspension or limitation, irrespective of the reason for such Damage.

## **24. Disclaimer of Warranties**

24.1 The warranties included within the Terms and Conditions shall constitute the sole warranties provided by Canadianvisa.org and by any of its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors. Any warranties, whether expressly stated or implied, inclusive of those without limitation, warranties of merchantability, of fitness for any specific use, or of the legality of any of the Offered Products, Software or Websites of Canadianvisa.org, which are not expressly granted by Canadianvisa.org, shall be disclaimed hereby.

24.2 All Canadianvisa.org websites, software and offered products are provided for the user “as is,” without any warranties whatsoever; Canadianvisa.org as well as any of its related legal entities shall not, either expressly or in an implied or statutory manner, provide any warranties, representations or claims regarding any of the Canadianvisa.org websites or regarding offered products or software, inclusive and without limitation of warranties with respect to quality, merchantability, performance, non-infringement, fitness for usage or for a particular purpose. Canadianvisa.org as well as any of its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors do not in any way warrant or represent that the websites, offered products or software of Canadianvisa.org shall be always accessible, available, uninterrupted, accurate, timely, complete, secure or error-free, or that they shall operate without any packet losses. nor do Canadianvisa.org or any of its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors warrant the success or acceptance of a visa obtained through any websites, offered products or software of Canadianvisa.org.

24.3 The Websites of Canadianvisa.org may permit the user to access websites of third parties. Such access to third-party websites and the use thereof, inclusive of any goods, information or services they make available, shall be governed by the terms and conditions, if any, that are displayed on each of those third-party websites.

## **25. Indemnification**

25.1 The user shall agree to indemnify, defend and hold harmless Canadianvisa.org, as well as its legal entities affiliated with, officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors with respect to any demands, expenses, damages, losses or costs, inclusive of reasonable attorney fees, that may be made by any third party against Canadianvisa.org, owing to, arising from or in relation to their visit or use of the Websites, Offered Products or Software of Canadianvisa.org.

25.2 In the event that some of the jurisdictions will not allow some limitations or exclusions as set forth above, in some cases such limitations or exclusions may not be applicable to the user. In such cases, there will be a limitation of liability, to such an extent as is legally possible, in compliance with the applicable legislation governed.



## **26. Limitation of Liability**

26.1 The user agrees and acknowledges that Canadianvisa.org, as well as its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors, shall not have any liability with respect to or arising from their visit to any of the websites, offered products or software of Canadianvisa.org or from their use by the user.

26.2 In no case shall Canadianvisa.org, as well as its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors be deemed liable with respect to any contract, warranty, tort (inclusive of negligence), product or other liability form for any damages or injuries, whether indirect, incidental, consequential or special (inclusive of and without limitation to any data loss, interruption, pecuniary loss or computer failure) that arise from their visit or usage of any of the websites, offered products or software of Canadianvisa.org from their inability to use the above listed websites, products or software, even in the event that Canadianvisa.org or any of its officers, employees, directors, owners, affiliates, divisions, subsidiaries, agents, suppliers, representatives or licensors have been notified regarding the possibility of occurrence of such damages.

26.3 The user's sole right or remedy in relation to any dissatisfaction, problems or damages connected to visits or use of the websites, offered products or software of Canadianvisa.org shall be to cease the visits or use of the above-mentioned websites, offered products or software.

26.4 In the event that it is established that Canadianvisa.org is liable to the user (subject to the conditions set above) with respect to any loss or damage that arises from or bears any connection with the use of the present Site, Offered Products or Software, then the liability of Canadianvisa.org shall not in any event exceed the amount the user has paid for the Paid Product.

26.5 In any event, the guarantees or warranties provided by Canadianvisa.org on the Offered Product (1) shall be for the non-transferable benefit of registered users who use the Offered Product and meet the Terms and Conditions only, and (2) these guarantees or warranties shall be deemed null and void in the event of breach on the user's part of any terms or conditions according to the Terms and Conditions.

## **27. Amendments and novation to the Terms and Conditions**

Canadianvisa.org may amend, at our sole discretion, the Terms and Conditions at any time. That shall be done by posting on the relevant Website of Canadianvisa.org the amended Terms and Conditions. The amended Terms and Conditions shall be valid for registrations of new users starting from the date of their posting on such Websites. Existing users shall be considered to be bound by the amended Terms and Conditions following the expiry of the period of 14 days after the date of a Notice, and the user's further continuation of the use of the Software after such date shall be considered to signify their acceptance and agreement to the amendments.

## **28. Governing Law & Jurisdiction**

28.1 Governing law & Jurisdiction – Resolution of Disputes. The user shall agree to the governing of all matters connected to their access or use of the Site and/or in regard to any issue derived from payment for services, (including any matter in regard to Canadianvisa.org) Offered Products and/or Software, inclusive of all disputes, by the laws of Estonia, without any regard to its provisions on conflict of law. The user shall agree to the implementing of the ONLY personal jurisdiction by, and to the venue in, the Court of Estonia and shall waive any objections to such jurisdiction or venue.

28.2 Agreed Limitation period - Any claim that arises under the User Agreement shall be brought within a term of one (1) year following the time that the cause of action arises and that will represent the agreed limitation period of any cause of action derived from the legal relationship between the parties, following the barring of such claim or of such cause of action.

28.3 Settlement in good faith & Mediation - In the case of any dispute or controversy that arises between Canadianvisa.org and the user, and the parties to the dispute or controversy shall attempt, as promptly as possible and in good faith, to manage to resolve such dispute or controversy without approaching to Judicial tribunals of the Court of Estonia. In the event that the parties fail to resolve such dispute or controversy within a reasonable period of time (which shall not exceed thirty (30) days), either party shall be allowed to submit such dispute or controversy to mediation. In the event that the dispute or controversy

cannot be resolved by mediation, the parties shall be able to pursue any applicable rights or remedies that are available under the applicable law.

## **29. Miscellaneous**

29.1 The Terms and Conditions that are set forth govern the entire liability of Canadianvisa.org as well as the user's exclusive remedy regarding any use of our Websites, Offered Products or Software, or access to them, and form the complete statement made of the agreement concluded between the user and Canadianvisa.org.

29.2 The Terms and Conditions shall not limit any of the rights that Canadianvisa.org may be entitled to under trade secret, patent, copyright or other laws. Canadianvisa.org employees shall not be authorized to implement modifications to the Terms and Conditions, and they shall not be authorized to implement any additional commitments, representations or warranties that are binding for Canadianvisa.org, with the exception of ones made in writing and signed by authorized Canadianvisa.org officers.

29.3 The Terms and Conditions, as well as any rights and any licenses that are granted hereunder, may not be considered to be assigned or transferred by the user; however, they may be assigned, without any restriction and without notice, by Canadianvisa.org.

29.4 The original English version of the Terms and Conditions may have translated versions in other languages. Should there be any inconsistencies or discrepancies between the English version and any translated version of the Terms and Conditions in any other language available, then the English language version shall be considered to prevail.

29.5 The user expressly acknowledges to having read the terms of use, and signifies their awareness of the rights, obligations, conditions and terms that have been set forth herein. by beginning to use any of the websites, offered products or software of Canadianvisa.org, the user shall expressly consent to be considered bound by the terms and conditions therein.