

IMPORTANT - Preliminary Note

Before you read the articles listed below, please consider the following preliminary terms that constitute an essential part of the Terms of Use, 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").

By using or visiting any of A.C.G. Group LTD Websites or Offered Products, you are acknowledging and declaring that A.C.G GROUP LTD is a private 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. A.C.G GROUP LTD does not represent a part of a law firm or immigration authority; neither is it part of the Canadian Government. Therefore A.C.G GROUP LTD does not claim or intend to offer legal solutions or advice to a person's problems.

Please be aware that at any time, after approval by legislative bodies or the government, the Canadian Government is allowed to modify or cancel the various immigration visa programs highlighted on the Website. The Website and A.C.G GROUP LTD 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 A.C.G. Group LTD Websites or Offered Products, you must read, accept and agree with the terms and conditions presented in the Terms of Use, including the terms and conditions noted below.

In the event you do not agree to be bound by the Terms of Use, you may not visit or make use of any of A.C.G. Group LTD Offered Products or Websites.

The user agrees and acknowledges that by using or visiting any of A.C.G. Group LTD Offered Products or Websites, they are entering into a legally binding agreement that shall regulate any use of A.C.G. Group LTD 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 A.C.G. Group LTD 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 of Use, you may not use or visit any of A.C.G. Group LTD Offered Products or Websites. By using or visiting any of A.C.G. Group LTD 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 A.C.G. Group LTD Offered Products or Websites due to their age or any other such limitation regarding their visit or use of any of A.C.G. Group LTD Offered Products or Websites.

1. Terms of Use Definitions

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

- 1.1 **CanadianVisa** and/or **CanadianVisa.org** refers to A.C.G. Group LTD founded in the Republic of Seychelles, P.O Box 343, Victoria, Mahe, Sychelles and/or any of its **subsidiaries, owners, divisions, officers, affiliates, directors, agents, employees, licensors or representatives.**
- 1.2 **A.C.G. Global LTD**, registered office in 788-790 Finchley Road London, United Kingdom NW117TJ, UK limited company that its solely involvement is providing customer service and credit card processing services for the CanadianVisa, for the payments of its users and/or clients. For avoidance of doubt, this term of use whenever applicable will serve A.C.G Global Ltd legal interests in any circumstance derived from the legal relationship between the parties.
- 1.3 CanadianVisa 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 **www.canadianvisa.org** and all of the related websites operated, owned or controlled by CanadianVisa.
- 1.4 **CanadianVisa's Offered Products, or simply Offered Products**, refer to the use of the Software and any of the CanadianVisa's-related services and products available through any of the websites of CanadianVisa's, whether these are defined as Paid Products or any other CanadianVisa's products.
- 1.5 **CanadianVisa's Software, or simply Software**, means the proprietary web-based software of CanadianVisa's.
- 1.6 User Agreement or Terms of Use 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's Offered Products and Websites has been granted by CanadianVisa's. 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's Offered Products or Websites or their contents, and/or any derivative use of any of CanadianVisa's Offered Products or Websites content.

3. Intellectual Property

Any of the Offered Products or Websites of CanadianVisa's 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's and Intellectual Property and are under protection as such by any applicable laws governing this Terms of Use.

The user shall not use any proprietary information of CanadianVisa's, and no part of this Terms of Use shall be construed as allowing the user to do so, and Any information on the Websites of CanadianVisa's is protected by copyright: Copyright A.C.G GROUP LTD. All rights reserved.

4. Updates and Modifications

- 4.1** CanadianVisa's 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's, including but not limited to its functionality, content, pricing or availability.
- 4.2** Without detracting from the above statements, CanadianVisa's, 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's**.

5. Paid Products

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

Such Paid Products are specified at the Website of CanadianVisa's. The user acknowledges that CanadianVisa's 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.

All conditions and terms in the Terms of Use, 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.

6. Eligibility software disclaimer

Subject to the conditions and terms in the Terms of Use, including without limitation after fee payment, the user is able to use the Software to be granted with merely a crude assessment on their eligibility to the different immigration options in Canada, subject to the information the user had supplied is true and that it can be supported with the relevant documents . The Software and/or Offered Products may be used only for their intended purposes, and may **not** be used to arrange immigration forms, letters on a professional basis or supporting documents.

7. Transactions and Collection, third-party electronic and payment processors

The user of the Software and/or Offered Products takes full responsibility for paying all fees owed to CanadianVisa's. 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's if there are any charge-backs, reversals or denial of payments they made as well as any loss suffered by CanadianVisa's as a consequence thereof. CanadianVisa's 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.

CanadianVisa's 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's 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 charge-back or other payment reversal), CanadianVisa's has the right to block the account of the user and reverse any refunds made, if any. CanadianVisa's 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. Privacy Policy

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's 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's privacy policy, they should not use any of CanadianVisa's Offered Products or Websites.

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's the right to copy, edit, distribute and publish any content or information they transmit or post for any purpose.

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.

Also, the user acknowledges that CanadianVisa's 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's 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.

10. No Guarantee of Visa Acceptance, Official immigration authority, Initial assessment

- 10.1** The user understands that the Canadian Visa Programs are an evaluation procedure that is based on Canadian authority, and therefore there cannot be any guarantee that a visa will be granted. As far as to CanadianVisa's knowledge the Canadian authorities treat all of the submitted applications in an equal manner.

10.2 CanadianVisa's is in no way involved in providing or issuing visas. The Offered Products of CanadianVisa's 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's website are 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's team if you have any questions.

10.3 The user accepts and understands that in order to receive an initial assessment by an Regulated Canadian Immigration Consultant and a member of the ICCRC in Canada ("The RCIC"), concerning his probability of meeting the minimum requirements to start his 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 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 team, as shown on the form on the CanadianVisa website private section of the user, subject to that the user holds a valid User ID & Password granted to him by CanadianVisa
- (3) The user did not commit any fraud and/or misrepresentation in regard to the relevant information documents he supplied to the CanadianVisa 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 of Use agreement, the User accepts and understands that his information would be transferred by the CanadianVisa team (under its sole discretion) to third parties for reviewing and/or assessing and/or analyzing all or a part of the information the user supplied to the CanadianVisa team, in every communication tool exists between the parties.

10.4 CanadianVisa's and the Regulated Canadian Immigration Consultants (RCIC) and/or other professional party relays 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 provided, enabling CanadianVisa to transfer his bundle of information to the RCIC and/or other third party professionals (all under the sole discretion of CanadianVisa) for reviewing and assessing his individual case.

10.5 In a case, that user would fail to supply a true and accurate relevant information and/or the necessary documents and/or would not cooperate with CanadianVisa's team to gather the necessary information or the RCIC, CanadianVisa would not be able to forward his case to the RCIC, and in those mentioned cases no Initial assessment professional feedback will be given and no refund will be granted to the user by the CanadianVisa. To avoid any doubt, the above-mentioned do not limit in any way the terms and conditions stated in this agreement concerning the refund policy of the CanadianVisa and/or all of the other condition set in this agreement.

10.6 CanadianVisa's 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 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.

- 10.7** 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, subject to that the user would provide the CanadianVisa team all of the 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.

11. No Warranties

- 11.1** CanadianVisa's is not responsible or liable for any malfunctions or disturbances that any of CanadianVisa's 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's is not liable for any disruptions of this kind.
- 11.2** **CanadianVisa's** 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's is not liable for any disruptions of this kind.
- 11.3** CanadianVisa's may terminate any of CanadianVisa's 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's is not responsible or liable for any such termination or suspension.

12. Fees & Refund Policy

- 12.1** All refunds shall be provided by CanadianVisa's at our sole discretion. In no event shall refunds exceed the amount that has actually been paid by you for the credit remaining outstanding to you 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's for supplying you the purchased service you acquired, and/or no refund shall be given in the event that CanadianVisa's at its sole discretion, suspects you to be in breach of the Terms of Use or any applicable law.
- 12.2** CanadianVisa's Fees shall apply even if an application has been made impossible owing to events beyond CanadianVisa's control, including but not limited to: 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. **Your visit or use of any of the Websites of CanadianVisa's or our Offered Software or Products shall mean you have understood and agreed with the refund policy that is specified herein.**

13. No Responsibility for Content

CanadianVisa's Offered Products, Websites and all content, information, products, materials and services included or available to the user via any of CanadianVisa's Offered Products or Websites are offered on an “as is” basis. CanadianVisa's 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's 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's Software, Offered Products or Websites is entirely the responsibility of the individual or entity from whom the content originated. Furthermore, CanadianVisa's 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 authors. 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.

14. 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. You shall bear the responsibility for consulting your own professional advisors on immigration regarding your specific circumstances. CanadianVisa's shall disclaim any responsibility with respect to the adequacy or accuracy of any positions that may be taken by you in the course of your applications.

15. Lawful Purposes

The user acknowledges and agrees to use CanadianVisa's 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.

The user is responsible for, holds harmless of and indemnifies CanadianVisa's against any claims arising from any material they transmit or post.

16. Registration

During registration, you will be allocated an IP address according to your state or area. That is a standard applied worldwide. In the registration process, CanadianVisa's may use the allocation for identification of the area where you are making your call or connecting from (the identification of the area will not involve personal identification). You must make all use of CanadianVisa's Offered Products or Websites from the area in which you have registered; you must not lead, in any way, CanadianVisa's toward misidentifying the area from where you are registering (the means of misidentifying include use of proxy or other related software or service). You consent and acknowledge that in the event of your not complying with these terms, you may lead CanadianVisa's toward violation of any applicable laws or toward non-compliance with any such laws, and therefore you shall bear the full responsibility for any such violation or non-compliance.

17. User ID

You shall be the sole person that is authorized for the use of your identification and password; you shall not be allowed to entrust other persons with access to or use of your user identification and password. You shall bear the responsibility for the usage of any CanadianVisa's Offered Products or Websites made with your user identification number, and you shall be responsible to maintain the confidentiality of your password and user identification. To implement security and unless otherwise noted, your user identification or password shall not be disclosed by CanadianVisa's

in the event you forget or lose them, other than via sending them to the email address you have provided at registration.

18. Confidential Information

You are kindly asked to note that the sole confidential or proprietary information that we will require you to fill in includes credit card numbers or other personal information. You shall supply that information in the forms that are needed for you to use our Software and/or Offered Products. You will not be asked by CanadianVisa's to supply any other confidential or proprietary information via our Site.

19. Non-Confidential Information

All your non-personal information data or materials sent to CanadianVisa's shall be deemed as not confidential, and shall be used by CanadianVisa's, and ne treated as an unrestricted and irrevocable license for us to use, display, perform, reproduce, modify, transmit or distribute.

20. Use of Information

Regardless of the above sections, by registering with CanadianVisa's, you 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 at either our sole discretion or the discretion of any third party. Should you choose to stop receiving such materials and advertisements, you are asked to notify CanadianVisa's about that.

21. Security of information

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

With respect to the above mentioned, CanadianVisa's and our Site cannot provide a full guarantee of security of the information gathered as you use the Offered Products and Software and so shall not be in any way liable for any data compromise. If you do not agree to the transfer or treatment of your information in the above way, you are kindly asked not to register.

22. Breach and/or Termination

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

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

CanadianVisa's 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.

23. Disclaimer of Warranties

23.1 The warranties included within the Terms of Use shall constitute the sole warranties provided by CanadianVisa's 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's, which are not expressly granted by CanadianVisa's, shall be disclaimed hereby.

23.2 ALL CANADIANVISA'S WEBSITES, SOFTWARE AND OFFERED PRODUCTS ARE PROVIDED FOR USERS "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER; CANADIANVISA'S 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'S 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'S 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'S 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'S 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'S.

23.3 The Websites of CanadianVisa's may permit you 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.

24. Indemnification

24.1 You shall agree to indemnify, defend and hold harmless CanadianVisa's, 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's, owing to, arising from or in relation to your visits or use of the Websites, Offered Products or Software of CanadianVisa's.

- 24.2** 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 you. 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.

25. Limitation of Liability

- 25.1** **YOU AGREE AND ACKNOWLEDGE THAT CANADIANVISA'S, 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 YOUR VISIT TO ANY OF THE WEBSITES, OFFERED PRODUCTS OR SOFTWARE OF CANADIANVISA'S OR FROM THEIR USE BY YOU.**

- 25.2** **IN NO CASE SHALL CANADIANVISA'S, 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 YOUR VISIT OR USAGE OF ANY OF THE WEBSITES, OFFERED PRODUCTS OR SOFTWARE OF CANADIANVISA'S FROM YOUR INABILITY TO USE THE ABOVE-LISTED WEBSITES, PRODUCTS OR SOFTWARE, EVEN IN THE EVENT THAT CANADIANVISA'S 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.**

- 25.3** **YOUR 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'S SHALL BE TO CEASE THE VISITS OR USE OF THE ABOVE-MENTIONED WEBSITES, OFFERED PRODUCTS OR SOFTWARE.**

In the event that it is established that CanadianVisa is liable to you (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 shall not in any event exceed the amount you have paid for the Paid Product.

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

26. Amendments and novation to the Terms of Use

CanadianVisa's may amend, at our sole discretion, the Terms of Use at any time. That shall be done by posting on the relevant Website of CanadianVisa's the amended Terms of Use. The amended Terms of Use 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 of Use following the expiry of the period of 14 days after the date of a Notice, and your further continuation of the use of the Software after such date shall be considered to signify your acceptance and agreement to the amendments.

27. Governing Law & Jurisdiction

27.1 Governing law & Jurisdiction – Resolution of Disputes. You shall agree to the governing of all matters connected to your access or use of the Site and/or in regard to any issue derived from payment for services, (including any matter in regard to A.C.G Global Ltd), Offered Products and/or Software, inclusive of all disputes, by the laws of Cyprus, without any regard to its provisions on conflict of law. You shall agree to the implementing of the ONLY personal jurisdiction by, and to the venue in, the District Court of Larnaka, Cyprus, and you shall waive any objections to such jurisdiction or venue.

27.2 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.

27.3 Settlement in good faith & Mediation - In the case of any dispute or controversy that arises between CanadianVisa's and you, 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 District Court of Larnaka, Cyprus. 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.

28. Miscellaneous

28.1 The Terms of Use that are set forth govern the entire liability of CanadianVisa's as well as your 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 you and CanadianVisa's.

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

28.3 **The Terms of Use**, as well as any rights and any licenses that are granted hereunder, may not be considered to be assigned or transferred by you; however, they may be assigned, without any restriction and without notice, by CanadianVisa.

28.4 **The original English version** of the Terms of Use 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 of Use in any other language available, then the English language version shall be considered to prevail.

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