# Terms of Use Agreement

# Last Updated: November 05, 2020

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND SUPERVISAS.COM, AND BOTH YOU AND SUPERVISAS.COM WAIVE THE RIGHT TO A JURY TRIAL OR CLASS ACTION. PLEASE READ SECTION 14 CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES AND WILL HAVE A SUBSTANTIAL EFFECT ON HOW DISPUTES BETWEEN YOU AND SUPERVISAS.COM WILL BE RESOLVED.

# Agreement

### 1. Scope of Agreement

This Terms of Use Agreement ("Agreement") is between you and iRefer Inc. ("SuperVisas"), and governs your use of the website located at <a href="www.supervisas.com">www.supervisas.com</a> (including all subdomains) (the "Site") and the services provided by SuperVisas (the "Services"). By accessing or using the Site or the Services, you agree to be legally bound by this Agreement. Your use of the Site and Services is also subject to the terms of the SuperVisas Privacy Policy. If you purchase Services that include representation by licensed representative, your relationship with the licensed representative will be governed by the Representation Agreement. If you do not agree to the terms of this Agreement and the Privacy Policy, you may not access or use the Site or Services. The Site and Services are intended for use by persons 18 years of age or older. If you are under 18 years of age, you may not access or use the Site or Services.

### 2. Description of Services; No Affiliation with IRCC

SuperVisas is a platform designed to assist you in completing Immigration, Refugees and Citizenship Canada (IRCC) forms as well as forms required by other governmental agencies. SuperVisas provides organized information and instructions from IRCC to help applicants understand these forms and application processes. SuperVisas is not affiliated with or endorsed by IRCC or any Canada government agency. All IRCC and other forms are available without cost from IRCC and other applicable agencies. Use of the SuperVisas Site and Services is not required to complete and file such forms.

### 3. SuperVisas is Not a Law Firm and Does Not Provide Legal Advice

SUPERVISAS.COM IS NOT A LAW FIRM AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN LICENSED REPRESENTATIVE AND ITS SERVICES SHOULD NOT BE CONFUSED WITH LEGAL ADVICE. YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT AND YOUR ACCESS AND USE OF THE SUPERVISAS.COM SITE AND SERVICES DOES NOT CREATE AN LICENSED REPRESENTATIVE-CLIENT RELATIONSHIP BETWEEN YOU AND SUPERVISAS.COM. IF YOU PURCHASE SERVICES THAT INCLUDE REPRESENTATION, YOUR RELATIONSHIP WITH THE LICENSED REPRESENTATIVE WILL BE GOVERNED BY THE REPRESENTATION AGREEMENT. IF YOU HAVE QUESTIONS REGARDING LEGAL MATTERS OR NEED LEGAL ADVICE YOU ARE ADVISED TO CONSULT AN ATTORNEY.

#### 4. Accounts and Information

### 4.1. Your SuperVisas Account.

In order to access and use some aspects of the Site and Services, you will be required to create an account and establish a username and password. If you create a SuperVisas Account, you agree to submit only accurate information about yourself and to keep the information you submit up-to-date. You agree not to impersonate anyone else. You are responsible for maintaining the security and confidentiality of your username and password, and you agree not to authorize anyone else to use your username and password. You are solely responsible for all actions taken under your account. You agree to notify SuperVisas promptly in the event you learn of any unauthorized use of your account. By creating an account, you agree that you may receive electronic communications from SuperVisas and its affiliates, including offers, newsletters, account notices and updates. If at any time you no longer wish to receive such electronic communications, you may opt-out by clicking the designated link in the communication.

### 4.2. Your Application.

If you purchase a service from us and file an application, we may assign a unique email address to your account for the sole purpose of enabling SuperVisas to receive directly from IRCC the receipt number assigned to your application. You agree that SuperVisas may use your receipt number to check your application status from time to time so that we may provide you pertinent general information about the steps in the application process. If, at any time, you do not want SuperVisas to retain your receipt number or to check your application status, let us know by contacting our customer service department at support@supervisas.com.

### 5. Access to and Use of Site and Services

### 5.1. License Grant to You.

Subject to your complete compliance with the provisions of this Agreement, you are granted a limited, non-exclusive, non-transferable, revocable license to use the Site and Services solely in the manner authorized and intended by SuperVisas. Any rights not expressly granted in this Agreement are reserved by SuperVisas. The resale or distribution of the materials made available on the Site without the express, written consent of SuperVisas is strictly prohibited. All such materials are authorized only for your personal use.

- 5.2. Restrictions on Your Access To and Use of the Site and Services In connection with your access to or use of the Site or Services, you are prohibited from:
  - accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
  - using any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to access, navigate, or search the Site, other than generally available third-party web browsers (e.g., Mozilla Firefox, Google Chrome and Microsoft Explorer);
  - using any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site;
  - attempting to probe, scan or test the vulnerability of the SuperVisas system or network or to breach security or authentication measures without proper authorization;
  - attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site or through the Service, overloading, "flooding," "spamming," "mailbombing" or "crashing";
  - sending unsolicited messages, including but not limited to promotions and/or advertising of products or services to any SuperVisas company email or users' email;
  - forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
  - copying, modifying, adapting, reproducing, reverse engineering, decompiling, disassembling, or preparing derivative works from SuperVisas software, SuperVisas Content or User Content that is not your own;
  - distributing viruses, malicious code, malware or any other technologies that may harm SuperVisas, the Site, the Services or a user;
  - violating or circumventing any applicable laws, regulations or SuperVisas technical measures, security measures or policies;

- violating, infringing, or breaching the rights of SuperVisas or a third-party, including, but not limited to any copyrights, trademark rights, patent rights, trade secrets rights, rights of publicity or personality, moral rights, or any other proprietary rights;
- submitting to the Site or through the Services any false, inaccurate, misleading, deceptive, defamatory, or libelous materials or User Content; or
- knowingly withholding or failing to disclose information requested by SuperVisas or required to be included or disclosed on an IRCC form or other government form or engaging in any action that constitutes fraud.

Submitting false, inaccurate, misleading or deceptive information, or failing to disclose information requested by SuperVisas or required to be included or disclosed on a IRCC form or other government form may result in your application being denied by the applicable government agency and SuperVisas will not have any liability to you as a result of such actions.

Violations of system or network security may result in civil or criminal liability. SuperVisas will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

5.3. License Grant by You. When you transmit any information, content, materials or data to or through the Site or Services, other than information, content, materials or data submitted for the purpose of creating your account or for preparing applications and/or forms ("User Content"), you hereby grant SuperVisas and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content, including throughout the world in any media. SuperVisas shall have no obligation to: (a) maintain any User Content you submit; (b) pay you any compensation of any kind for any User Content; or (c) respond to any User Content you submit. You represent and warrant that you own or have obtained all necessary rights and/or licenses to User Content that you submit, and that SuperVisas' use of such User Content does not violate or infringe upon the rights of any person or entity.

### 6. Service Fees

6.1. Service Fees. While SuperVisas makes a large amount of information available without cost, it charges fees for some of its services ("Service Fees"). All Service Fees will be set forth on the Site. IRCC and other agencies charge fees for the filing and processing of various government forms ("Government Fees"). Government Fees are separate from our Service Fees and must be paid to the applicable government agency at the time of

filing. Unless we indicate otherwise, you remain responsible for paying Government Fees directly to the applicable government agency.

- 6.2. Payment of Service Fees. When you purchase services for which Service Fees apply, you will be required to provide SuperVisas with valid, up-to-date credit card or other payment information. You authorize SuperVisas to charge your credit card or other payment method for all Service Fees you incur as they become due and payable. You are responsible for maintaining up-to-date payment information. If we cannot charge you for Service Fees when due because your payment information is incorrect or no longer valid, or if we do not receive your payment when due, SuperVisas will have no obligation to provide the services associated with those Service Fees.
- 6.3. Refunds/Credits. If you believe there has been a billing error or you are not satisfied with the Services, please contact our customer service department at support@supervisas.com so that we may try to resolve your issue, provide a full or partial refund of the fees you paid, or issue a credit. In the event that a visa or immigration application is refused, you are entitled to a 50% service fee refund, unless:
  - the application was not refused due to SuperVisas and/or its representative's negligence,
  - you, or a representative acting on your behalf, withheld any information or material fact related to the application or your background from SuperVisas,
  - you, or a representative acting on your behalf, submitted additional document, provide additional information to any government authority, withdraw the Application, or interfere with the processing of the Application in any way without prior written notice to the Client, or
  - SuperVisas was unable to perform its obligations under the terms of this Agreement because of acts of God, civil unrest, strikes, policy changes by the government, interruptions of third-party services, or other causes reasonably beyond its control, where the Client shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

SuperVisas reviews requests for refunds and credits on a case-by-case basis, and you may be required to provide us with additional information or documentation. The determination of whether to issue a refund or credit, other than a refund due to a billing error by SuperVisas, shall be made in SuperVisas' sole discretion, in good faith, and we reserve the right to deny a request a refund or credit.

7. Ownership and Intellectual Property Rights

All materials, including text, images, videos, illustrations, designs, icons, photographs, software, programs and written and other materials that are part of the Site or accessible through the Services, other than User Content (collectively, "SuperVisas Content"), is the property of SuperVisas or its licensors. SuperVisas Content is intended solely for personal, non-commercial use. No right, title or interest in any SuperVisas Content is transferred to you by way of this Agreement or otherwise. You may not reproduce (except as explicitly noted in this Agreement), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the SuperVisas Content, the Site or any related software. SUPERVISAS.COM and the SuperVisas Logo are trademarks of iRefer Inc.

8. Copyright Infringement (under the Notice and Notice Regime and the Copyright Modernization Act of Canada)

SuperVisas respects the intellectual property of others. We strive to respond promptly to proper notices of copyright infringement by removing or disabling access to allegedly infringing material. It is SuperVisas' policy to terminate the access privileges of those who repeatedly infringe the copyrights of others.

Submitting a Copyright Infringement Notice.

If you believe that any material appears on the Site in a way that infringes the copyright in a work owned by you, please send a notice containing the following information to SuperVisas email, support@supervisas.com:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the work in which you hold a copyright interest which you believe is being infringed;
- a description of the location on this website where the allegedly infringing material is located (preferably including a URL address);
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

When SuperVisas removes material or disables access to material in response to an infringement notice, SuperVisas will make a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and provide

information about submitting a counter-notice. SuperVisas may also provide a copy of the infringement notice to the allegedly infringing party.

Submitting a Counter-Notice. If you believe that any material identified in a copyright infringement notice is not infringing, or that you have the authorization from the copyright owner, from the copyright owner's agent, or pursuant to the law, to post and use the material complained of, you may send a counter-notice containing the following information to SuperVisas email, support@supervisas.com:

- your physical or electronic signature;
- identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or disabled;
- a statement that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- your name, address, telephone number, and e-mail address, a statement that you
  consent to the jurisdiction of the federal court in the Western District of
  Washington, and a statement that you will accept service of process from the
  person who provided notice of the alleged infringement.

If SuperVisas receives a counter-notice, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed material or cease disabling it in 10 business days. Unless the original complaining party files an action seeking a court order against the person who provided the allegedly infringing material, the removed material may be replaced, or access to it restored, 14 business days or more after receipt of the counter-notice, at SuperVisas' sole discretion.

## Third Party Services

### 9. Third Parties; Third Party Content and Services

References on the Site to any third parties, including persons or companies, and to any products or services of such third parties, are provided solely as a convenience to you. SuperVisas does not endorse, recommend, approve of or make any representations or warranties regarding any third parties or their products or services. Without limiting the foregoing, SuperVisas is not a lawyer referral service, and makes no representations or warranties regarding any law firms or licensed representatives that may be referenced on the Site, including whether any such law firm or licensed representative is licensed, qualified, competent or otherwise capable of providing adequate legal advice regarding your specific legal issues. SuperVisas may provide links to third-party websites.

SuperVisas is not responsible for the content of any third-party websites and does not make any representations regarding the content or accuracy of material on such websites. If you decide to follow a link to any third-party website, you do so entirely at your own risk.

# Warranty

### 10. Disclaimer of Warranty

THE SITE AND THE SERVICES ARE PROVIDED BY SUPERVISAS.COM ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPERVISAS.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SITE, SERVICES, OR INFORMATION, CONTENT, OR MATERIALS OFFERED ON THE SITE OR THROUGH THE TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE SUPERVISAS.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SUPERVISAS.COM DOES NOT WARRANT THAT THE SITE OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND YOU ACKNOWLEDGE THAT SUPERVISAS.COM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITH YOU WITHOUT YOUR AGREEMENT TO THE TERMS OF THIS DISCLAIMER. THIS DISCLAIMER OF WARRANTY DOES NOT APPLY TO THE PURCHASE OF SERVICES BY NORTH CAROLINA CONSUMERS.

## Liability

### 11. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL SUPERVISAS.COM, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUPERVISAS.COM, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO

EVENT WILL SUPERVISAS.COM BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

### Indemnification

### 12. Indemnification

You agree to defend, indemnify and hold harmless SuperVisas, its affiliates, and their respective directors, officers and employees from and against any and all claims, damages, costs and expenses, including Regulated Immigration Consultants' fees, arising from or related to your breach of this Agreement, your improper use of the Site or Services, or your breach of any applicable law or infringement of the rights of a third party. SuperVisas shall have the right to participate in the defense of any such claim, at its own cost. You may not settle or negotiate any claim that results in liability to, or imposes any obligation upon, SuperVisas, financial or otherwise, without the written consent of SuperVisas.

## **Termination**

### 13. Termination

This Agreement shall remain in force and effective unless and until terminated by either you or SuperVisas. You may terminate this Agreement at any time by providing written notice to SuperVisas, via email to support@supervisas.com. SuperVisas may terminate this Agreement immediately with or without notice, and/or may deny you access to the Site or Services, in SuperVisas' sole discretion, in the event you breach, or threaten to breach, any term of this Agreement. Upon any termination of this Agreement, you must immediately discontinue use of the Site and Services. Sections 7 and 10-15 shall survive any termination of these this Agreement.

## **Dispute Resolution**

14. Dispute Resolution by Binding Arbitration

Please read this carefully. It affects your rights.

### Summary:

We believe customer concerns can be resolved quickly by emailing our Customer Care Center at support@supervisas.com. If SuperVisas is unable to resolve your complaint to your satisfaction (or if we have not been able to resolve a dispute with you after trying to do so informally), we each agree to resolve such disputes through binding arbitration or in small claims court, rather than in a court of general jurisdiction. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, limits discovery, and is subject to very limited review by courts. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

### **Arbitration Agreement:**

14.1. SuperVisas and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted and include, without limitation:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

For the purposes of this Arbitration Agreement, references to "SuperVisas," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, business partners, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under this Agreement or any prior agreements between us. Beneficiaries include, but are not limited to, those seeking to change immigration status and any relatives.

Notwithstanding the foregoing, either party may bring an individual action in small claims court or in a court of proper jurisdiction seeking injunctive relief ancillary to arbitration. This Arbitration Agreement does not preclude your bringing issues to the attention of federal, province, or municipal agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement,

you and SuperVisas are each waiving the right to a trial by jury or to participate in a class action or class or mass arbitration. This Agreement evidences a transaction or website use in national commerce, and thus the Commercial Arbitration Act ("CAA") governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of this Agreement.

14.2. The dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in Toronto, Ontario. The arbitration shall proceed in accordance with the provincial and national Arbitration Act. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. The costs of the arbitrator shall be divided equally between the parties.

14.3. If the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before an arbitrator was selected, SuperVisas will:

- pay you the amount of the award ("the Alternative Payment"); and
- pay your licensed representative, if any, the amount of licensed representative's
  fees, and reimburse any expenses (including expert witness fees and costs), that
  your licensed representative reasonably accrues for investigating, preparing, and
  pursuing your claim in arbitration (the "Licensed representative's Payment").

If SuperVisas did not make a written offer to settle the dispute before an arbitrator was selected, you and your licensed representative will be entitled to receive the Alternative Payment and the Licensed representative's Payment, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the licensed representative's fees at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes licensed representative's fees or expenses is greater than the value of our last written settlement offer, the arbitrator shall include in his or her calculations only the value of any licensed representative's fees or expenses you reasonably incurred in connection with the arbitration proceeding before our settlement offer.

14.4. The right to licensed representative's fees and expenses discussed in this Agreement supplements any right to licensed representative's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that

amount. However, you may not recover duplicative awards of licensed representative's fees or costs.

14.5. YOU AND SUPERVISAS.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ARBITRATION. Unless both you and SuperVisas agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) may be severed from the arbitration and brought in court.

14.6. Notwithstanding any provision in this Agreement or elsewhere to the contrary, SuperVisas agrees that if we make any changes to this arbitration provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this Agreement, any such termination will not be effective as to this Arbitration Agreement until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.

## Miscellaneous

### 15. Miscellaneous Terms

- 15.1. Consent to Electronic Communications. You consent to receive communications from SuperVisas electronically, and you agree that all agreements, notices, disclosures and other communications that SuperVisas provides to you electronically, via email, or on the Site, satisfy any legal requirement that such communications or agreements be in writing.
- 15.2. Assignment. You may not assign your rights under this Agreement without the prior written permission of SuperVisas and any attempt by you to do so shall be null and void.
- 15.3. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

- 15.4. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 15.5. Changes to Agreement. SuperVisas may make changes to this Agreement at any time. If we make any material changes, we will notify you via email if you have created an account (sent to the e-mail address specified in your account) or by posting the revised Agreement on the Site prior to any changes becoming effective. You should review our Agreement each time you access the Site or use the Services. Your continued use of the Site or Services following the posting of any changes or notice to you of the changes constitutes your agreement to such changes.
- 15.6. Governing Law. This Agreement will be construed in accordance with and governed exclusively by the laws of the Province of Ontario applicable to agreements made among Ontario residents and to be performed wholly within such jurisdiction, regardless of the parties' actual domiciles.
- 15.7. Entire Agreement. This Agreement, including all agreements referred to and incorporated herein, sets forth the entire understanding and agreement between you and SuperVisas, and supersedes any and all other oral or written agreements or understandings between the parties.