

Terms of Use Agreement

Last Updated: August 16, 2023

This Terms of Use Agreement (“Agreement”) is between you and iRefer Inc. d/b/a “SuperVisas”, as well as our subsidiaries and affiliates, including iRefer USA Inc. and iRefer Immigration Inc., and governs your use of the website located at www.supervisas.com (including all subdomains) (the “Site”) and/or the services provided by SuperVisas (the “Services”). By accessing or using the Site or the Services, or by clicking to agree or accept the Terms of Service, you agree to be legally bound by this Agreement and confirm you agree to the terms and conditions throughout.

By using the Site and Services, or by clicking to agree or accept the Privacy Policy (www.supervisas.com/privacy-policy.pdf), you agree to be legally bound and subject to the terms of the SuperVisas Privacy Policy. 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.

1 Description of Services

SuperVisas assists in the completion of immigration applications and forms from Immigration Refugees and Citizenship Canada (“IRCC”) and the United States Citizen & Immigration Services (“USCIS”), as well as forms required by other governmental agencies. SuperVisas also provides other services (“Additional Services”), such as business incorporation and business plans.

SuperVisas is not affiliated with or endorsed by IRCC or any Canadian government agency. All IRCC and other forms are available without cost from IRCC or other applicable government departments and agencies.

SuperVisas is not affiliated with or endorsed by USCIS or any other U.S. government agency. All USCIS and other forms are available without cost from USCIS and other applicable government departments and agencies.

You may complete and file such forms without the assistance of SuperVisas.

2 SuperVisas is Not a Law Firm

SUPERVISAS IS NOT A LAW FIRM 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 SITE AND SERVICES DOES NOT CREATE AN LICENSED REPRESENTATIVE-CLIENT RELATIONSHIP BETWEEN YOU AND SUPERVISAS.

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.

3 Accounts and Personal Information

3.1 Your SuperVisas Account.

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 and to keep the information you submit up to date. You agree not to impersonate anyone else with your SuperVisas account. 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 notifications, 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.

3.2 Personal Information

When you use the Site or purchase Services we gather Identity Information, Billing Information and Application Information, including content you create through our products and services, collectively “Personal Information” as defined in the Privacy Policy. The Privacy Policy explains your rights regarding your Personal Information and your ability to delete or withdraw consent regarding your Personal Information.

3.3 Additional Applicants

When you use the Site and Services to create an application for family members, children, friends and/or colleagues (“Additional Applicants”), then you must have their express agreement that you may use the Site and Services on their behalf, and that acceptance that they are bound by this Agreement and Privacy Policy, in the same manner as yourself. Use of the Additional Applicants Personal Information is subject to this Agreement under the

same terms and conditions as your Personal Information.

4 Use of Site and Services

4.1. 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.

4.2 Restrictions on Your Use of the Site and Services

In connection with your access to or use of the Site or Services, you are prohibited from:

- Submitting to the Site or through the Services any false, inaccurate, misleading, deceptive, defamatory, or libelous materials
- Knowingly withholding or failing to disclose information requested by SuperVisas or required to be included or disclosed on a government application or other government form or engaging in any activity that constitutes fraud.
- 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 Edge)
- 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 or SuperVisas Content

- 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, or
- 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

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.

4.3 License Grant by You

You hereby grant SuperVisas and its affiliates a non-exclusive, royalty-free, perpetual, right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute Personal Information for the purposes as defined in the Privacy Policy, including to perform our contractual obligations.

5 Representation Agreement

When you purchase Services from SuperVisas, you may need to agree to a separate agreement for representation services (“Representation Agreement”) that is specific to your destination country.

For Canada, SuperVisas provides access to Regulated Canadian Immigration Consultants (RCIC) that will represent you with the IRCC. When purchasing certain Services, you will be required to agree or accept the Representation Agreement for Canada.

For the United States of America, SuperVisas assists with completing visas applications, government forms and provides instructions on how to submit your application to the government. In many cases, this is sufficient if you can file the application yourself. Optionally, we may introduce you to an independent immigration attorney that you may contract for representation with USCIS. If you decide to use an attorney, you must agree to a separate representation agreement. When purchasing certain such Additional Services, you will be required to agree or accept the Representation Agreement for the USA.

6 Fees

6.1 Service Fees.

SuperVisas charges fees for the use of the Site and the Services and Additional Services

delivered (“Service Fees”). All Service Fees and payment terms will be set forth on the Site and/or delivered to you as an invoice. You agree that, by continuing to use the Site and Services once you are advised of the Service Fees, you are agreeing to the Service Fees for the Services accessed.

6.2 Government Fees

IRCC, USCIS, and/or other agencies charge fees for the filing and processing of various government forms and visa applications (“Government Fees”). Government Fees are additional to our Service Fees and must be paid to the applicable government agency at the time of filing. Government Fees may be paid by SuperVisas on your behalf, or by you, such as at the border or consulate. You are responsible for payment of all Government Fees as directed by SuperVisas. When Government Fees are paid by SuperVisas, we may charge an additional small processing fee, for example to cover credit card fees.

6.3 Prices

All prices, discounts, and promotions posted on the Site are subject to change without notice. The price and currency charged for Services will be the price and currency advertised on the Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. Price adjustments will only apply to orders placed after the date of change. Posted prices do not include taxes. All such taxes and charges will be added to your invoice, if applicable based on your country of residence. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel and/or refund any orders arising from such occurrences.

6.3 Payment of Fees.

Service Fees and Government Fees must be paid by credit card, e-transfer, wire transfer, or other means. We may add, suspend, or remove any payment method temporarily or permanently at our sole discretion. You authorize SuperVisas to charge your credit card or other payment methods for all fees you incur as they become due and payable. You are responsible for maintaining up-to-date payment information. If SuperVisas is unable to charge you because your payment information is incorrect or no longer valid, or if SuperVisas does not receive your payment when due, SuperVisas will have no obligation to provide the Services associated with those fees and SuperVisas shall be authorized to terminate this Agreement and your account hereunder. No termination or cancellation of this Agreement shall entitle you to a refund for any Services completed on your behalf.

6.4 Application Refusal

If a visa or immigration application is refused, SuperVisas will work with you to re-submit the modified application without any further charges from SuperVisas. There may be additional Government Fees due that you will be required to pay. Any new or unrelated

application will be subject to additional SuperVisas Service Fees and Government Fees.

A refund may be considered only if the refusal was due to SuperVisas and/or its representative's negligence.

A refund will not be considered if:

- You submitted false, inaccurate, misleading, or deceptive information to SuperVisas,
- You failed to disclose or 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 documents, provided additional information to any government authority, withdrew the Application, or interfered with the processing of the Application in any way, 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.

6.5 Refunds/Credits

If you believe there has been a billing error or you are not satisfied with the Services, please contact your account manager, or by submitting your request to support@supervisas.com.

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. Other than a billing error by SuperVisas, the determination of whether to issue a refund or credit shall be made in SuperVisas' sole discretion, in good faith, and we reserve the right to deny a request for a refund or credit.

7 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, including the SuperVisas logo (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.

8 Third-Party Services

References on the Site to any third parties, including persons, attorneys, 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.

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.

9 Warranty

THE SITE AND THE SERVICES ARE PROVIDED BY SUPERVISAS ON AN “AS IS” AND “AS AVAILABLE” BASIS. SUPERVISAS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SITE, SERVICES, INFORMATION, CONTENT, OR MATERIALS OFFERED ON THE SITE OR THROUGH THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, SUPERVISAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, SUPERVISAS 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 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITH YOU WITHOUT YOUR AGREEMENT TO THE TERMS OF THIS DISCLAIMER.

10 Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL SUPERVISAS, 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, 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 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.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL SUPERVISAS BE RESPONSIBLE FOR SERVICES PROVIDED BY AN AFFILIATE OR SHAREHOLDER OF SUPERVISAS. SUPERVISAS SHALL BE SOLELY RESPONSIBLE FOR THE SERVICES AND THE SITE, AS PROVIDED BY SUPERVISAS DIRECTLY.

11 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, 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.

12 Termination

This Agreement shall remain in force and effect 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 9-14 shall survive any termination of this Agreement.

13 Dispute Resolution

13.1 Dispute Resolution by Binding Arbitration

We believe customer concerns can be resolved quickly by directly contacting your account manager or emailing support@supervisas.com.

If the dispute has not been resolved informally, then for Canadian applications, you may

follow the complaint and discipline procedure for iRefer Immigration Inc. on the College of Immigration and Citizenship Consultants (CICC) website under the heading “File a Complaint”.

If SuperVisas is still unable to resolve your complaint to your satisfaction, 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.

13.2 Arbitration Agreement

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 “iRefer”, “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 a 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, provincial, 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.

13.3 Jurisdiction

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.

13.4 Award

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 number 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 a 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.

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 representatives’ fees or costs.

13.5 Individual Dispute

YOU AND SUPERVISAS 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 to court.

13.6 Updates

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.

14 Miscellaneous

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.