

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM AND/OR SERVICES AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

These terms and conditions of use ("**Terms of Use**") comprise a legal agreement between the Canadian Bureau for International Education ("**Company**", "**we**", "**our**", or "**us**") and you, the person accessing and using this platform ("**you**"). These Terms of Use set forth the legally binding terms and conditions for the use of the Company's community platform, including but not limited to, community.cbie-bcei.ca as well as third-party websites used by the Company (collectively, the "**Platform**") that is owned, operated and maintained, directly or indirectly, by Company, and all other sites owned and operated by Company that redirect to the Platform, all subdomains provided through such other site or the Platform, and all other features, functionality, content or information that is made available or provided by the Company.

BY USING THE PLATFORM YOU ARE DEEMED TO HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS OF USE WHICH SHALL GOVERN YOUR ACCESS AND USE OF THE PLATFORM AND THE SERVICES (AS DESCRIBED BELOW). IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THE PLATFORM OR THE SERVICES AND MUST EXIT THE PLATFORM.

In consideration of the mutual promises and agreements contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and Company agree as follows:

1. Purpose

The Platform is made available to you for the purpose of providing you with information and certain services. All services provided by the Company to you by means of your use of the Platform are hereafter referred to as the "**Services**".

2. Acceptance and Modification of Terms

The Platform and Services are offered subject to acceptance of all of the terms and conditions contained in these Terms of Use and Company's [Privacy Policy](#) (the "**Privacy Policy**"). Company reserves the right to modify or replace the Terms of Use. Should we wish to modify or replace these Terms of Use, we will post an updated version on our Platform. We recommend that you check this Platform periodically in order to review our current Terms of Use. You can tell if these Terms of Use have changed by checking the effective date that appears at the bottom of these Terms of Use. Depending on the circumstances, we may also decide to send you a notice in other ways in our discretion, such as via email or other contact information you have provided that the Terms of Use were changed. If you continue to use our Platform after the Terms of Use changed or notice of the change has been given, you will be deemed to have accepted such changes.

3. Your Use of the Platform, Account Set-Up and Security

To access certain Services and/or use certain parts of the Platform, you may need to create an account. As part of the process to create, register and maintain your account, you must provide Company with certain current, complete, and accurate registration information, including your e-mail address and other data or information that has been requested by Company during the account registration or renewal process ("**Registration Data**"). In these Terms of Use, "**Personal Information**" means any information about an identifiable individual, such as your name, e-mail address, title, mailing addresses, any data about you that you elect to provide through the Platform and any other information that identifies who you are. Registration Data and Personal Information will be used by Company solely in accordance with these Terms of Use and

Company's **Privacy Policy**.

You agree that you will and are solely responsible to: (a) maintain and update such Registration Data as necessary in order to keep such information current, complete, and accurate; (b) maintain the confidentiality of any passwords or other account identifiers which you choose or that are assigned to you as a result of any registration or account creation with the Platform; and (c) be responsible for all activities that occur under such account. Further, you agree to immediately notify Company of any unauthorized use of your password or account in the event that the confidentiality of your password or your account is compromised. Failure to comply with this paragraph may result in immediate termination of your account.

You agree that your use of the Platform and the Services is subject to the terms of our **Privacy Policy**, which is hereby incorporated by reference into, and forms an integral part of, the Terms of Use. By agreeing to the Terms of Use or by using the Platform, you expressly consent to the collection, storage, use and disclosure of your information, including your personal information, according to the **Privacy Policy**.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted on the Platform. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Platform.

Your provision of Registration Data and any submissions you make to the Platform through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, and bulletin boards (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our **Privacy Policy**.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

You are prohibited from attempting to circumvent and from violating the security of the Platform, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Platform owner's ability to monitor the Platform; (f) using any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (g) introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempting to interfere with the proper working of the Platform.

4. License

Company hereby grants you a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable right and license to: (a) access the Platform for the purpose of receiving the Services in accordance with these Terms of Use; and (b) access, view and print any information and documentation made available on the Platform, for your personal, non-commercial and informational use only to assist you in the access and use of the Platform and Services. Except for the limited licenses and rights expressly granted to you in the Terms of Use, these Terms of Use do not grant you any other right or license, whether express or implied, by estoppel, or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right of Company or any third party. Company may terminate this license

at any time for any reason whatsoever.

5. Suspension and Termination of Access

Company may suspend or terminate your access to the Platform immediately without prior notice and without further obligation or liability to you if, in Company's sole discretion, it determines you have breached these Terms of Use. Company may also suspend your access to the Platform or terminate these Terms of Use at any time without written notice to you for any reason whatsoever. If the Terms of Use are terminated for any reason, you are still bound by the Terms of Use as set out herein.

6. Content and Reliance

The content on the Platform is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on the Platform, including, without limitation, advice regarding immigration.

Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date. Your use of the Platform is at your own risk and the Company has no responsibility or liability whatsoever for your use of the Platform.

Company may provide links on the Platform to other websites, applications or resources, including those operated by parties other than Company. These links are provided for your convenience and Company is not responsible for the availability of such websites, applications or resources and does not endorse or accept responsibility for the content of such external websites, applications or resources and has no responsibility for or control over the terms of use or [privacy policy](#) (if any) of the operators of the external websites, applications or resources. Your access and viewing of any third party websites, applications or resources is conducted at your own risk. You are strongly advised to check the terms of use and the privacy policies of these external websites, applications or resources before making use of them. You acknowledge that Company may remove any link to any external websites, applications or to resources at any time for any reason whatsoever.

The Platform may include images, text, works, audio files, sounds and other content and data that are owned by third parties ("**Third Party Content**"). You agree that all of the terms and conditions of these Terms of Use relating to the Platform apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms of Use. Company is not responsible, and assumes no liability, for any Third Party Content.

All content and data made available by Company through the Platform, including any Third Party Content, (the "**Company Content**") is owned solely and exclusively by Company and/or third parties. You may not: (a) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the Company Content; (b) market, sell, re-sell or make commercial use of the Platform or any Company Content; (c) systematically collect from the Platform and use any Company Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or (d) make derivative uses of the Platform or the Company Content.

If you make any information, data or content available to Company on or through the Platform, including by contacting us, or providing comments or ideas on or about the Platform or the Services ("**User Content**"), you are deemed to grant Company a non-exclusive, transferable, sub-licensable, irrevocable, royalty-free, perpetual, worldwide license to store, use, copy reproduce, modify, adapt, edit, translate, publish, perform and display any such User Content that you make available on, through, or in connection with the Platform without any payment or restriction. You are solely responsible and liable for any User Content you make available on or through the Platform. If you make User Content available, you represent and warrant that

you own or control all rights in and to the User Content and have the rights, licenses, consents and releases to grant the Company and its affiliates the license granted above. You represent and warrant that neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or the Company's use of the User Content, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that the Company may, but is not obligated to, proofread, summarize or otherwise edit and/or withdraw your User Content, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited content is accurate and consistent with your representations and warranties in the Terms of Use.

Any User Content uploaded to the Platform is solely the opinion and the responsibility of the person or entity submitting it and does not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to any third party, for the content or accuracy of any User Content by you or any other third party (unless explicitly specified).

The Company reserves the right, at any time and without prior notice, to remove or disable access to User Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of the Terms of Use or otherwise harmful to the Platform or users, or for any other reason.

The Company has no obligation to translate any Company Content or User Content on the Platform.

7. User Content Conditions and Community Standards

As a condition of your access and use, you agree that you may use the Platform only for lawful purposes and in accordance with these Terms of Use.

The following content standards apply to any and all User Content, including any material, and information you submit, posts, publishes, displays, or transmits (collectively, "submit") to the Platform, to other users or other persons and any and all Interactive Functions. Any and all User Content must comply with all applicable federal, provincial, local, and international laws, regulations and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the Platform and any User Content shall not:

- a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our **Privacy Policy**.
- b) In any manner violate the terms of use of any third-party website that is linked to the Platform, including but not limited to, any third-party social media website.
- c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally

prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion.

- d) Involve stalking, attempting to exploit or harm any individual in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations or code.
- e) Involve, provide or contribute any false, inaccurate or misleading information.
- f) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with our **Community Standards**.
- g) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- h) Transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter",

contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.

- i) Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability.
- j) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- k) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- l) Give the impression that they originate from or are endorsed by Company or any other person or entity, if this is not the case.
- m) Post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties.
- n) Post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party.
- o) Use any spider, robot or other automated or electronic agent to monitor or copy web pages or any content from the Platform or for any other purpose in connection with your access to and use of the Platform.
- p) Copy, republish or redistribute any part of the Platform, including by caching, framing or similar means, without the prior written consent of Company.

8. Use of Cookies

You agree that Company has the right to monitor and review your use of the Platform from time to time, and to use "cookies", "log files" and your "browsing data" in accordance with the **Privacy Policy**.

9. Support

Company may in its discretion, without any obligation to do so and subject to the limitations of these Terms of Use (or as may be posted on the Platform from time to time), provide you with troubleshooting support concerning your use of the Platform and any Services.

10. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE PLATFORM OR ITS

CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR COMPUTER, INTERNET AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT. THE FOREGOING LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH ARE FUNDAMENTAL AND FORM THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

IF YOU ARE DISSATISFIED WITH THE PLATFORM, THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF COMPANY IN OPERATING THE PLATFORM AND IN PROVIDING THE SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USING THE PLATFORM AND SERVICES.

11. Limitation of Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY PLATFORM CONTENT, MATERIALS, POSTING OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

12. Indemnity

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Use or your use of the Platform, including, but not limited to, your User Content, third-party sites, any use of the Platform's content, services, and products

other than as expressly authorized in these Terms of Use.

13. Intellectual Property

The Platform and any content provided by the Company therein may be protected by copyright, trademark and or other intellectual property rights laws of Canada or other countries, in their entirety or in part. You are only permitted to use the Platform for purposes consistent with applicable laws and these Terms of Use. You agree that the Platform, including all features and functionality, information, original content, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, and all associated intellectual property rights therein, are owned by and will remain the exclusive property of the Company and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform or the Company Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of the Company (or its suppliers, partner businesses or third party licensors) used on or in connection with the Platform are registered and unregistered trademarks of the Company (or such supplier, partner business or third party licensor) in Canada and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with the Platform or Company Content are used for identification purposes only and may be the property of their respective owners. Any use of any of the marks appearing on the Platform or in connection with the Services without the express written consent of Company or the owner of the mark, as appropriate, is strictly prohibited.

14. Jurisdiction

The Platform is administered by Company from a site that is located in Ontario, Canada. You acknowledge and agree that your use of the Platform and all of the communications, transmissions and transactions associated with the Platform shall be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and that federal laws of Canada applicable therein and that the law of the Province of Ontario is the proper law. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

15. Waiver

No delay or omission by Company to exercise any right or power it has under these Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Company must be in writing and signed by an authorized representative of Company.

16. Entire Agreement

These Terms of Use constitute the entire agreement between you and Company as it relates to the access to, and use of, the Platform and Services and the subject matter of these Terms of Use and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Company and you.

17. Interpretation

In these Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word "including" means "including, without limitation," throughout these Terms of Use; (c) the division of these Terms of Use into separate sections, subsections and the insertion of headings is for convenience

only and shall not affect the construction or interpretation of these Terms of Use; (d) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (e) you and Company agree that these Terms of Use shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms of Use.

18. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms of Use shall be valid and enforceable to the extent permitted by law.

19. Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Platform and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and personal information laws. The Platform and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of the Platform from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Platform is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Platform due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

20. Termination

Company may terminate these Terms of Use and your use and access of the Platform and Services if you fail to comply with any provision of these Terms of Use. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Terms of Use. Company shall not be required to refund to you any amounts prepaid, if any, for use of the Platform or any Services, if Company has terminated your account or your use of, or access to, the Platform and/or any of the Services for breach of these Terms of Use. Company may also terminate your access to the Platform without notice at any time for any reason whatsoever.

21. Assignment

These Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with Company's prior written consent. Company may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

22. Contact / Notices

If you have any questions about the Terms of Use, or need to provide notice to, or communicate with, Company under the Term of Use, please contact Company at the contact information set out below.

Company may provide notices or communications to you on the Platform and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

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