

## Terms and Conditions

This website is owned and operated by **CanadaCentral**, in the following registration and business address: 150 Elgin street, suite 1000, Ottawa, Ontario, Canada, K2P-1L4.

### English language shall prevail

These Terms and Conditions have been translated into other languages for the convenience of the client. In the situation that there is any discrepancy in meaning between the other languages and the English terms, the English version shall prevail.

Welcome to [CanadaCentral.ca](https://CanadaCentral.ca). By continuing to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use (T&C), which together with our privacy policy govern the company's relationship with you in relation to this website.

The terms, "**CanadaCentral**", "us", "we", or "the company" refers to the owners of the website. The terms "you", "applicant", or "client" refer to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for general information and use only. It is subject to change without notice.

Neither **CanadaCentral** nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

You may use of any information or materials on this website. Such use is entirely at your own accord, and under your sole responsibility, for which we shall not be liable. Please ensure that any products, services or information available through this website meet your specific requirements.

Communications between you and **CanadaCentral** are protected by our privacy policy, but not by the attorney-client privilege or as a work product. **CanadaCentral** provides access to independent attorneys, RCICs and additional service providers at your specific direction. We are not a law firm or a substitute for an attorney or law firm. We do not provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, or selection of forms or strategies. **CanadaCentral.ca** may share legal advice from Canadian government-licensed elements but does not proclaim to be the source of such estimates and legal opinions. Your access to our website is

subject to our terms and conditions (T&C). Our website contains materials which are owned by or licensed to **CanadaCentral**. These materials includes, but are not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorized use of this website may allow for a claim for damages and/or be a criminal offense.

From time to time this website may also include links to other sites. These links are provided for your convenience to provide further information. They do not signify that we endorse the site. **CanadaCentral** has no responsibility for the content of the linked website.

### **Applicable Law and Jurisdiction**

All disputes that may arise between the parties in respect shall be deliberated before an accepted single on-line Canadian arbitrator. The Company shall have the right to bring legal procedures against the client, in order to collect funds owed by the client to the company or to protect its reputation, good name, Intellectual property, or confidentiality rights, in the applicable courts at the client's jurisdiction and governing law there.

### **Compensation**

Any compensation and fees paid to the company are for the work performed by the company. On behalf of the client, the company may pay fees to regulated immigration consultants or lawyers for their immigration consultancy services. All other fees and incidentals, charged by any party including RCICs or third-party providers, not specifically stated as being prepaid by **CanadaCentral** are the sole obligation of the client.

### **Our refund policy**

Once the client is assessed by a lawyer/RCIC, and the company has received an official assessment, refund requests may no longer be approved. Any Refund must be requested within 14 business days of purchasing the first service, including the day of purchasing the first service. After said date, no refund shall be authorized, as services have either commenced or are prepaid to a third party.

The client has the right to place his/her account on "Active Hold" for no longer than 180 days. This will allow the client to settle any personal/professional issues, while his service is temporarily suspended. Should the client require additional time, the suspension may be extended for another 180 days. The client must reopen their account prior to the expiration of the hold in order to avoid penalties. If this

suspension period expires, **CanadaCentral** reserves the full right to begin termination of the file, duly notifying the client, but without any funds returned. Any agreement or extension must be done in writing and be signed by both parties. The client must sign into their Online Immigration System (OIS) at least once prior to placing their account on hold.

All Refunds are subjected to review and approval by the company`s legal and finance departments unless clearly stated otherwise in the Terms & Conditions. In cases where the company has considered and approved a refund request by the client, a settlement agreement shall be sent to the client, specifying the refund terms (partial or full refund, as well as what services are being refunded and/or canceled). This shall be done prior to the remittance of the refund.

Should there be a "terms of contract" breach by the client, the company may still choose to refund some/all funds. In these cases, a 99-euro cancellation fee shall apply. As client information is essential in building the client`s immigration profile, and as the company is dependent on the client`s cooperation, the company expects full collaboration from clients in delivering the required documents and data. Should the processing of a client file be hindered or halted for lack of cooperation, the company shall not be held liable or responsible for impeded processing times and may (at the company`s discretion) issue warnings, close a client file, or deny refunds on said basis.

Refunds shall be issued by the company within 10 business days from the final approval for a refund and signing of the settlement agreement by the client.

### **CanadaCentral does not guarantee visa issuance**

The company is not involved in any way in the Canadian government issuing immigration visas. We provide job placement and immigration consultancy services by selected lawyers and RCIC members and are not involved in clients` immigration processes.

### **Authorized Representatives**

The user acknowledges that the company at its sole discretion, may grant limited access to its websites and/or servers, to third party Canadian immigration practitioners who are authorized representatives under Canadian law for the purpose of supplying Canadian immigration consultancy services for a fee. The client/user grants the company the right to agree to the terms of engagement with these consultants for an initial assessment as the agent of the user.

The grant of such access to the company websites and/or servers does not establish a consultant-client or attorney-client relationship between the user and the authorized representatives. Only upon the signing of a release form to **CanadaCentral** and a retainer agreement with the RCIC or lawyer, shall such a relationship exist.

The user acknowledges and consents to access by the authorized representatives and individuals appointed by them or by **CanadaCentral** to personal information and documents uploaded by the user to the websites and/or servers. The authorized representatives, under agreement with **CanadaCentral**, may assess the qualifications of the user for immigration to Canada. Such assessments are performed on the server end and are done on an as-is basis. These are preliminary eligibility assessments and do not guarantee the outcome of the immigration process.

Qualified users/clients who are seeking services that fall within the scope of Section A91 of the immigration and refugees' protection act of Canada, shall be required to sign a personal client retainer agreement with an authorized representative.

### **Privacy**

**CanadaCentral's** Privacy Policy governs the use of information collected from or provided by the User at this Website.

### **Cancellation Policy**

No cancellation policy other than included in the stated terms and conditions (T&C) shall apply to customers that have agreed and accepted the Company`s Terms & Conditions.

### **Limitation of Liability**

Neither **CanadaCentral**, its officers, licensors, suppliers, and employees shall be responsible for and disclaim all liability for any loss, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the user or any third party, as a result of or which may be attributable to, (directly, indirectly or consequential), to the access and use of the website and platform, any information contained on the website, the user's personal information or material and information transmitted over **CanadaCentral's** systems.