

## TERMS OF SERVICE

### 1. GENERAL

- 1.1 These Terms of Service (“**Terms**”) are intended to explain our obligations as a service provider and your obligations as a user of the Services. These Terms, including our [Privacy Policy](#), are binding on any user of the Services and apply to you from the time that CRM2Plus provides you with access to the Services. By signing up for our Services, you acknowledge that you have read and understood these Terms and our [Privacy Policy](#).
- 1.2 Our Services are intended for persons who have attained the age of majority in their jurisdiction. You represent that you have attained the age of majority in your jurisdiction. CRM2Plus shall not be liable for any activities that minors may conduct.
- 1.3 Our Services may change over time based on user feedback. These Terms are not intended to address every question or issue. CRM2Plus reserves the right to amend these Terms at any time, effective upon the posting of updated terms as at the “**Last Updated**” date below. If there are any material changes to these Terms, we will notify you by email. We encourage you to review these Terms periodically to ensure you are satisfied with them. CRM2Plus will not be held liable if you fail to review the notifications. By continuing to access or use our Services after we have modified these Terms, and provided notice of the modifications to you, you acknowledge that you have read and understood the modifications and agree to be bound by the changes. If you do not agree to the changes or modifications, please stop using and accessing our Services.
- 1.4 Supplemental terms may apply to certain Services, such as rules for activities or promotions, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and be deemed a part of, these Terms. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

### 1.5 Definitions

“**Application**” means the software CRM2Plus owns and uses to supply Services to the user.

“**CRM2Plus**”, “**us**”, or “**our**” refers to CRM2Plus Inc., a registered company headquartered at 719 Bloor Street West #305, Toronto, Ontario, Canada M6G 1L5, and owns and operates the Website, and its officers, directors, employees, subsidiaries, agents, assigns, and affiliates.

“**Confidential Information**” includes all information exchanged between the parties to these Terms, whether in writing, electronically, or orally, including the Services and Personal or Sensitive Information, but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.

“**Data**” means any data inputted by you or with your authority into the Website or Application.

“**Fee Schedule**” refers to the information regarding subscriptions and billing made available to users and published on our website, or provided to users upon request. It does not include negotiated fees for additional services outside our normal scope of Services.

“**Intellectual Property Right**” means any patent, trademark, service mark, copyright, moral right, right in a design, know-how, and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“**Services**” means the software services CRM2Plus, including its Website and Application and other proprietary technology, providing individuals, financial planners, advisors, firms or institutions, or clients thereof, with standardized financial reports in Canada and the United States.

“Website” means the website owned and operated by CRM2Plus: <https://retirement-optimizer.ca>

“You” or “your” means the individuals, financial planners and advisors, firms, or institutions to whom CRM2Plus supplies Services through its Website and Application, and “your clients” refer to individuals for whom you are using the Services, and have authority to do so, and to whom you provide access to view information through your Retirement-Optimizer Account.

## 2. SERVICES, USE OF WEBSITE, APPLICATION AND SOFTWARE

- 2.1 CRM2Plus shall: (i) maintain the integrity of the Services; (ii) provide certain support services to you, at no additional charge; and (iii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (each of the following being an “Exception”): (a) planned downtime, which CRM2Plus shall give at least 8 hours’ notice through its Website and Application, and which CRM2Plus shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. EST Friday to 3:00 a.m. EST Monday; (c) any unavailability directly attributable to third party relied upon by CRM2Plus; or (d) any unavailability caused by circumstances beyond CRM2Plus’ reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, security breaches, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within CRM2Plus’ possession or reasonable control, and denial of service attacks, or any other circumstance set out under Section 9.2.
- 2.2 CRM2Plus hereby grants you a non-exclusive, non-sub-licensable, non-transferable, limited, and revocable right to access and use the Services through its Website and Application, with particular user roles available to you according to your Fee Schedule and subscription type, subject to these Terms. You agree that your purchase of a subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by CRM2Plus with respect to future functionality or features.
- 2.3 You acknowledge and agree that, subject to applicable written agreements between you and CRM2Plus, or written agreements between you and your clients, or any other applicable laws:
- You control access to and may allow your clients to view their information through your Retirement-Optimizer Account, and you may revoke access to or change the information of your clients at any time through your Retirement-Optimizer Account;
  - You are responsible for your client's use of the Services; and
  - In the event of a dispute between you and your client(s) regarding access to the Service, you will decide what access or level of access to your client(s)’s information shall have, if any.
- 2.4 Your obligations:
- You must use only the Website and Service for your own lawful internal purposes, in accordance with these Terms subject to any notice or official communication sent to you or published on the Website by CRM2Plus.
  - You may use the Website and Service on behalf of your clients but you must ensure that you are authorized to do so and that your clients comply with and accept these Terms that apply to you.
  - By registering for a Retirement-Optimizer Account, you acknowledge and agree:
    - To provide true, accurate, complete, and up-to-date information about yourself, your firm, and your clients, and continue providing updates whenever necessary.

- ii. That the user name or email you use to register a Retirement-Optimizer Account shall not resemble any tradenames or company names of CRM2Plus. Any names or usernames that do not conform to CRM2Plus rules shall be deleted.
- iii. That you will not use the Website, the Services, or Application for any unlawful purpose; in a way that interrupts or disrupts the Application for other users; in a way that damages impairs, or renders the Application less efficient; to transfer virus files, Trojans, or harmful programs; to access or attempt to access the Retirement-Optimizer Account of other users unlawfully or penetrate or attempt to penetrate any security measures; or, to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on any basis.
- iv. To refrain from doing anything that CRM2Plus reasonably believes to be disreputable or capable of damaging CRM2Plus's goodwill and reputation.
- v. That CRM2Plus has limited control over the nature and content of information transmitted or received by you or other users. Although CRM2Plus reserves the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such content. You must exercise caution when using any communication tools available through the Website, Application or Services.
- vi. To comply with all applicable laws in your jurisdiction.
- vii. To compensate and defend CRM2Plus fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms.
- viii. To not use the Application to cause nuisance, annoyance, or inconvenience.

## 2.5 Your representations and acknowledgments:

- a. You represent and warrant that you have obtained the necessary authorization from your clients, or those persons on whose behalf you have registered for our Services, to use our Website and Services to supply your clients with your goods or services, including any legal consent, waivers, or agreements required to bind your clients or to collect or process information provided to you by your clients.
- b. You represent and warrant that you have the authority to act on behalf of any person for whom you are using the Service and the authority to collect, use, disclose, retain, and provide to us such person's Personal or Sensitive Information for processing.
- c. You acknowledge that you are deemed to have agreed to these Terms on behalf of any entity for whom you use this Service. If you use the Services on behalf of or for the benefit of anyone other than yourself, you agree that:
  - i. You are responsible for ensuring that you have the right and authority to do so;
  - ii. You are responsible for authorizing any person to who you give access to information, and you agree that CRM2Plus has no obligation to provide any person access to such information without your authorization and may refer any requests for information to you; and
  - iii. You will indemnify CRM2Plus against any claims or loss relating to CRM2Plus' refusal to provide any person access to your information, or CRM2Plus' making available information to any person with your authorization.

- d. You acknowledge that the Services are provided to you on an “as is” basis without warranties from CRM2Plus of any kind, either express or implied. CRM2Plus expressly disclaims all other warranties, express or implied, including without limitation implied warranties of financial accuracy, fitness for a particular purpose, title, and non-infringement. CRM2Plus does not represent or warrant that the Website, the Content or the Services are accurate, complete, reliable, current or error-free. While CRM2Plus attempts to make your access to and use of the Services safe, CRM2Plus does not represent or warrant that the Website, the Content, or the Services are free of viruses or other harmful components.
- e. You acknowledge that CRM2Plus does not warrant or guarantee that the Services will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing the Service, including computer networks, the Internet, or cellphone or tablet data services, can be unpredictable and may, from time to time, interfere with or prevent access to the Services. CRM2Plus shall not be liable for any such interference or prevention of your access or use of the Services.
- f. You acknowledge that on some occasions, the Services, Website, or Application may be unavailable to permit maintenance or other development activity.
- g. You acknowledge that CRM2Plus does not provide accounting or financial advisory services.
- h. CRM2Plus provides financial planning/reporting tools used by financial advisors or the like to provide financial information and reports. If you have specific financial or accounting questions, please contact an accountant or certified financial advisor.
- i. You acknowledge that it is your sole responsibility to determine that the Services meet the needs of your business or firm and are suitable for the purposes for which you use them.
- j. You acknowledge that we may impose limitations on support services from time to time and limit monthly transaction volumes, and we may, at our sole and absolute discretion, refuse to provide support services or require additional fees for certain support services if:
  - i. We consider any support requests to be frivolous, exceed reasonable volumes, or are in respect of technical problems or other queries that we have already resolved;
  - ii. Support requests relating to balancing or reconciling, issues already covered by the support on the Website or Application; or
  - iii. We consider that any support request is actually a request for specific training in connection with your use of the Services.
- k. While CRM2Plus may attempt to maintain practices and policies that comply with your regulatory obligations and needs, you acknowledge that you are solely responsible for complying with all applicable financial advisory laws, including IROCC, MFDA, CSA and OSC, and any other applicable laws in your jurisdiction. It is your responsibility to ensure that the collection, processing, and access of information or data comply with laws applicable to you. See Section 4.3.

## 2.6 You agree not to:

- a. Modify, incorporate into with other software, or create a derivative work of any part of the Application;
- b. Sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under these Terms or to anyone else;
- c. Copy, distribute, stream, broadcast, or reproduce the Application for the benefit of third parties;

- d. Disclose the results of any benchmarking of the Application, or use such results for your own competing software development activities (for greater certainty, this does not apply to the permitted disclosure of information and reports paid for by you through the Application for the purpose of providing financial advice and services to your clients);
- e. Modify, disassemble, decompile, reverse engineer, revise or enhance the software or attempt to discover the software's source code;
- f. Link to, mirror, or frame any portion of the Services;
- g. Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- h. Transmit, input, upload, post, or disseminate on the Website or Application any files that may damage any other user's devices or software; content that may be offensive; offers of goods or services for sale; unsolicited commercial messages; or, any material, data or information violating any law;
- i. Attempt to gain unauthorized access to or impair any aspect of the Services or Application or its related systems or networks; or
- j. Perform or participate in any other unauthorized or prohibited activities related to the Application, Services or software as indicated by CRM2Plus.

### 3. PAYMENT AND FEE SCHEDULE

- 3.1 Upon signing up for our Services, you can select any of three subscription types, which vary in price and will dictate the level of Service and functions available to you on your Retirement-Optimizer Account ("**Subscription Fee**"). Prices are subject to additional fees for separate arrangements with CRM2Plus:

	Fee Schedule
<b>Individuals</b>	Single Plan Creation for 1 year - \$180
<b>Financial Planners</b>	Annual subscription -Plan creation for 100 clients - \$2,000
<b>Institutions</b>	Negotiable

- 3.2 All currencies and prices are indicated in Canadian dollars (CAD). The Subscription Fees do not include any direct or indirect local, provincial, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes ("**Taxes**"). You are responsible for paying any and all applicable Taxes associated with each Subscription Fee. If CRM2Plus has the legal obligation to pay or collect Taxes for which you are responsible under this Section, the appropriate amount shall be invoiced to you at the time you pay for the Subscription Fee.
- 3.3 CRM2Plus does not provide refunds or refunds for the remainder of prepaid periods.
- 3.4 CRM2Plus requires you to provide automated credit card payments through third-party billing software. If you miss a Subscription Fee payment, or if CRM2Plus has not received the Subscription Fee for any other reason, CRM2Plus retains the right, in its sole and absolute discretion, to suspend or terminate access to its Services under Section 6 without notice.
- 3.5 CRM2Plus accepts electronic payment through third-party service providers. It is your responsibility to ensure you can pay for the Services using the payment methods offered by CRM2Plus. CRM2Plus shall not be liable for any failure in service by third-party service providers or third-party applications. You acknowledge and agree that disputes between you and any third-party service provider engaged by CRM2Plus shall not form part

of the relationship between CRM2Plus. You agree that any dispute must remain between you and the third-party service provider and to indemnify CRM2Plus against any claims between you and a third-party service provider.

- 3.6 CRM2Plus has the right, in its sole and absolute discretion, to offer discounts or preferential treatment to you or other users. Such discounts or preferential treatment may be subject to additional rules and may be conditional on certain requirements such as having all fees or outstanding balances paid in full.
- 3.7 If you would like additional services outside our normal scope of Services, please contact us at [sales@crm2plus.com](mailto:sales@crm2plus.com). CRM2Plus may, in its sole and absolute discretion, offer services outside the normal scope of Services if required by you for reasons related to your legal obligations under applicable law, including privacy law. Any additional services shall be subject to a negotiable written arrangement between you and CRM2Plus and would be binding on you and may be binding on your clients.
- 3.8 CRM2Plus offers a free trial period when you sign up for the Services that allows you to evaluate the Application and Services under defined trial conditions with no obligation to continue using the Services after the free trial period. If you choose to continue using the Services after the free trial period, you will be asked for your payment preferences and billed through the Billing Portal. If you choose not to continue using the Services, you may delete your Retirement-Optimizer Account.

#### 4. PRIVACY, SECURITY AND CONFIDENTIALITY

- 4.1 CRM2Plus is subject to the *Personal Information Protection and Electronic Documents Act* (“**PIPEDA**”), and other applicable legislation in the Province of Ontario, and maintains practices in line with such legal obligations. For more information on our privacy practices, please review our [Privacy Policy](#), which forms part of the binding agreement between you and CRM2Plus.
- 4.2 CRM2Plus maintains technical and physical security measures and at all times endeavors to comply with privacy legislation, and we track and update our internal policies regularly to ensure such compliance. However, we recognize that sometimes it takes time to update our documents or, if required, update our practices. If you believe CRM2Plus’ policies or terms are not up to date, you agree to notify us immediately so that we may continue providing you with Services that are compliant with requirements needed to ensure that you can satisfy your legal obligations.
- 4.3 CRM2Plus recognizes that you or your firm may be subject to external privacy rules or policies, including without limitation IIROC Rules, MFDA Rules, OSC and CSA Rules, and Staff Notices, regarding privacy and cybersecurity. CRM2Plus may attempt to maintain practices and policies that are compatible with your privacy obligations. CRM2Plus is open to working with you to help you maintain compliance with applicable industry rules. If you or your company would like to request additional services, i.e. additional security for Personal or Sensitive Information, or arrange to audit our internal controls and systems for security reasons, CRM2Plus is happy to discuss ways to accommodate you. Any additional services may be subject to negotiated fees. You acknowledge that while CRM2Plus may accommodate your needs regarding compliance with privacy obligations, CRM2Plus shall not be liable for claims including breach of privacy or security brought against you, and you agree to indemnify CRM2Plus against such claims, and claims brought against CRM2Plus, relating to your legal obligations.
- 4.4 You acknowledge and agree that CRM2Plus shall not be liable for legal obligations applicable to you, including those referred to under Section 4.3 above.
- 4.5 You acknowledge and agree that your login details are confidential and should not be disclosed by you to any third parties. Only you can ensure the confidentiality of your password and will be solely responsible for the use of such. You may modify your login details at any time. CRM2Plus may also, at its sole and absolute discretion for security or technical reasons, unilaterally change your password or login information, and notify



you as soon as possible afterwards. CRM2Plus shall not be responsible for any harm or damage resulting from the disclosure of your password or information by yourself to third parties or use of your password by a third party to access your Retirement-Optimizer Account. CRM2Plus is entitled to assume that any access to your Retirement-Optimizer Account is by you. If you suspect any unauthorized access, you must:

- a. Notify CRM2Plus immediately at [support@crm2plus.com](mailto:support@crm2plus.com);
- b. Log back into your Retirement-Optimizer Account and change your password; and
- c. Follow any other instructions provided to you by CRM2Plus to secure your Retirement-Optimizer Account.

4.6 Although CRM2Plus makes every reasonable effort to keep our Website and Application secure, you agree that by using the Services, CRM2Plus shall not be liable for any issues, incidents, or breaches that arise during your use of the Services or Application. This applies as soon as you sign up for a subscription and use our Website and Application.

4.7 Unless you or your client(s) have provided written consent to CRM2Plus, or unless required by law, you, your client(s) and CRM2Plus will keep secure and confidential all Confidential Information received from the other in connection with these Terms.

## 5. INTELLECTUAL PROPERTY

5.1 Any and all content, including but not limited to trademarks, logos, symbols, domain names, trademarks, designs, industrial designs, images, photographs, backgrounds, icons, navigation tools, texts, among others, of the present software or related to products and goods displayed on the software are protected by copyright and intellectual property and are owned by CRM2Plus or third parties authorized by CRM2Plus to develop the Website, Application or Services. You agree to respect the intellectual property rights of CRM2Plus and others and are aware that intellectual property in the Website or Application can never be used in any manner and in any media without prior written permission of CRM2Plus. CRM2Plus is not liable for damages suffered by you or another user who has copied, transferred, distributed, or otherwise protected content used in CRM2Plus's software, violating the rights of third parties.

5.2 Title to and intellectual property rights in Personal or Sensitive Information, and your or your client's information, remain your or your client's property. Your access to the information is contingent upon full payment of the Subscription Fee when due and payable. You grant a license to CRM2Plus to use, copy, transmit, store, and back up your information and your client's information for the purpose of enabling you to access and use the Services and for any other purpose provided for in these Terms.

5.3 While CRM2Plus has the authority and right to back up information uploaded or transmitted to the Website or Application, we cannot guarantee that there will be no loss of information or data. CRM2Plus shall not be liable for any loss of information or data no matter what the cause for the loss.

5.4 You acknowledge and agree that CRM2Plus may engage the services of third-party providers to access your or your client's information as required for the operation of CRM2Plus Services. CRM2Plus shall not be liable for any disclosure, modification, or deletion of your information or your clients' information resulting from such third-party access.

## 6. SUSPENSION OR TERMINATION

6.1 You may cancel your subscription and access to our Services at any time through your Retirement-Optimizer Account. Such cancellation will be effective at the end of the current billing period

6.2 CRM2Plus reserves the right to suspend or terminate your access to the Website, Application or Services at any time, either temporarily or permanently, with immediate effect by providing notice to you if you breach, or we reasonably believe you have breached any of these Terms or our policies.

- 6.3 Notwithstanding any other provision in these Terms, after canceling or terminating your subscription and access to the Services, we may retain the information in your Retirement-Optimizer Account and provide you with access to extract your information for sixty (60) days after the effective date of termination or cancellation unless otherwise required by law.
- 6.4 You agree that CRM2Plus may terminate these Terms and your use of the Services; Website or Application, suspend for any period of time your use of the Services, Website or Application; and, suspend or terminate your access to any and all data or information, if you:
- a. Breach any of these Terms and do not remedy the breach where the breach may be remedied within seven (7) days after receiving notice of the breach;
  - b. Breach any of these Terms and the breach cannot be remedied, or you do not pay subscription fees and you have an outstanding payable balance owed to CRM2Plus; or
  - c. You or your firm or business become insolvent and begin liquidation, receivership, or bankruptcy, or you make any arrangement with your creditors or become subject to any similar insolvency or bankruptcy event in any jurisdiction.
- 6.5 CRM2Plus may exercise any remedies against you or any other persons whom you have authorized to access your information.
- 6.6 Termination shall not relieve you of the obligation to pay any fees or any other amounts accrued or payable to CRM2Plus prior to the effective date of termination.

## **7. LIMITATION OF LIABILITY AND WARRANTIES**

- 7.1 You agree to indemnify and save harmless CRM2Plus against all claims, costs, damage, and loss arising from your breach of these Terms or any obligation you have to CRM2Plus, including without limitation any costs relating to the recovery of access to the Services.
- 7.2 To the extent permitted by law, CRM2Plus shall not be liable or responsible to you or your clients or any other person in contract, tort, or otherwise, for any loss or damage (including but not limited to exemplary, special, incidental) resulting directly or indirectly from any use of or reliance on the Website, Application or Service, whether in contract, tort or under any other theory of liability, whether or not you have been advised of the possibility of such loss or damage. If you suffer loss or damage as a result of CRM2Plus's negligence or failure to comply with these Terms, any claim by you against CRM2Plus will be limited in respect of any one incident, or series of connected incidents, to the Subscription Fees paid by you in the previous twelve (12) months.
- 7.3 CRM2Plus provides no warranty or guarantee about the Services, including without limitation whether the Services will meet your requirements, are merchantable, or are fit for a particular purpose. All implied conditions or warranties are excluded to the extent permitted by law, including without limitation warranties of merchantability, fitness for purpose, title, and non-infringement. You accept that software, in general, is prone to bugs and flaws within an acceptable level as determined in the industry.
- 7.4 You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and that, to the extent permitted by law, any statutory guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of Services, the Website, the Application or these Terms.
- 7.5 If you are not satisfied with the Services, your only remedy is to terminate these Terms under Section 6.

## **8. INTERPRETATION, LAW, AND DISPUTE RESOLUTION**



- 8.1 These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws, and all disputes arising out of or related to these Terms will be brought exclusively to the courts located in City of Toronto, Province of Ontario. Neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.
- 8.2 The Services and Applications are controlled and operated by CRM2Plus from within Canada, with servers in Canada. CRM2Plus makes no representations or warranties that the content or materials of the Services or Application are appropriate or lawful in countries outside Canada or the United States, or that any items or applications offered for sale or download through links on the Services will be available outside Canada and the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export or re-export any content downloaded from CRM2Plus or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation Canadian or United States export laws and regulations.
- 8.3 All disputes, claims or controversies arising out of or relating to these Terms, any CRM2Plus Service and its marketing, or the relationship between you and CRM2Plus ("**Disputes**") shall be determined by mediation. This includes claims that accrued before you entered into these Terms. The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, CRM2Plus or CRM2Plus' licensors' trade secrets or copyright, trademark or patent rights; and (ii) brought in small claims court.
- 8.4 You and CRM2Plus shall first attempt to resolve any Dispute informally for at least thirty (30) days before initiating mediation. If you and CRM2Plus cannot resolve a Dispute informally, you or CRM2Plus may elect to have the Dispute finally resolved by mediation. The mediation shall be facilitated by a mediator of CRM2Plus' choice. The mediation may be conducted in person in the City of Toronto, Province of Ontario, Canada. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case you will be responsible for obtaining the proper help in translation and legal services, in attending the mediation and/or arbitration for it to be conducted in both English and your native language.
- 8.5 You and CRM2Plus agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.
- 8.6 In the event of your breach of Sections 2.3-2.6, 4, and 5, you agree that money or damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, and without waiving the right to mediation under Section 8, CRM2Plus will be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining and restraining you from continuing such breach and the payment by you of all expenses associated with litigation, including reasonable legal fees.

## 9. MISCELLANEOUS

- 9.1 These Terms, including our [Privacy Policy](#) supersede and replace all prior discussions, representations, and understandings, written or oral, and constitute your entire agreement with CRM2Plus regarding the Services provided through the Website and Application.
- 9.2 Except for your obligation to pay fees when due, neither party will be liable for delays or failure to perform its obligations under these Terms, which delay or failure was caused by events such as acts of God, war, terrorist acts, power failure, acts of government, or any other cause beyond the reasonable control of that party. If such an event occurs, the party whose performance is hindered will give notice to the other party, providing the nature of the delay and an estimate of the time that delay will continue, and the delayed party will resume the performance of its obligations as soon as possible after the end of the event.
- 9.3 Should any provision of these Terms be held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by you or CRM2Plus.

- 9.4 No waiver of any part of these Terms will be deemed to be a waiver of any other provision. No provision in these Terms will be deemed to be waived by reason of any previous failure to enforce it.
- 9.5 You may not assign or transfer any rights under these Terms to any other person unless CRM2Plus provides you with written consent.
- 9.6 Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to CRM2Plus must be sent to [andrew@crm2plus.com](mailto:andrew@crm2plus.com) or to any other email address or address used by CRM2Plus to send you official communications. Notices to you will be sent to the email address that you provided upon registration.
- 9.7 Obligations under Sections 2.3 through 8 shall survive the termination or expiration of these Terms.

## 10. CONTACT INFORMATION

10.1 If you have questions or concerns, we encourage you to contact us:

CRM2Plus / Retirement-Optimizer  
719 Bloor Street West #305  
Toronto, Ontario M6G 1L5  
866 383-6278

Last Updated: April 4, 2019