

My RISE Plan Web Site Terms and Conditions of Use

Terms and Conditions

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May disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) MY RISE PLAN's rights or property, or the rights or property of visitors to or users of the Site, including MY RISE PLAN's customers. MY RISE PLAN reserves the right at all times to disclose any information that MY RISE PLAN deems necessary to comply with any applicable law, regulation, legal process or governmental request. MY RISE PLAN also may disclose your information when MY RISE PLAN determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that MY RISE PLAN may preserve any transmittal or communication by you with MY RISE PLAN through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or MY RISE PLAN determines that such

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You agree that MY RISE PLAN may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to MY RISE PLAN, for which monetary damages would be inadequate, and you consent to MY RISE PLAN obtaining any injunctive or equitable relief that MY RISE PLAN deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies MY RISE PLAN may have at law or in equity.

You agree that MY RISE PLAN may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to), (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems. If MY RISE PLAN does take any legal action against you as a result of your violation of these Terms of Use, MY RISE PLAN will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to MY RISE PLAN.

You agree that MY RISE PLAN will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the Canada and by the laws of the Province of Ontario without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the provincial and federal courts in Toronto, Ontario Canada, and waive any objection to such jurisdiction or venue.

Void Where Prohibited

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If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and MY RISE PLAN with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and MY RISE PLAN with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with MY RISE PLAN, MY RISE PLAN will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. MY RISE PLAN's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by MY RISE PLAN of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between MY RISE PLAN and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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Indemnity

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You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of MY RISE PLAN, including any MY RISE PLAN account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to MY RISE PLAN on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

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