

Planners Connect Terms of Use

Effective Date: June 11, 2020

The Ontario Professional Planners Institute (referred to as “**OPPI**”, also referenced herein as “us”, “our” or “we”), make this Planners Connect website (the “**Site**”) available to you subject to these Terms of Use.

1. **Acceptance of Terms**

- 1.1. Please read these Terms of Use carefully. By accessing or otherwise using the Site, you:
(i) acknowledge that you have read and agree to be bound by these Terms of Use, as amended from time to time; and (ii) you acknowledge you have read the Privacy Policy, available at <https://ontarioplanners.ca/privacy>, and you consent to the collection, use, and disclosure of your personal information as permitted by the OPPI’s Privacy Policy.
- 1.2. If you do not understand the Terms of Use, or do not agree to be bound and comply with the Terms of Use, without limitation or qualification, then you are not permitted to access or otherwise use the Site. Please contact us [here](#) if you have any questions.

2. **General**

- 2.1. For the purposes of these Terms of Use, the terms “**you**” or “**User**” means the individual accessing the or using the Site. If applicable, these terms also includes any other legal entity on behalf of which an individual is accessing the Site.
- 2.2. By accessing or using the Site in any manner, you represent, warrant, and covenant that:
(i) you are at least the age of majority in the province, territory, state, or country in which you reside; (ii) your use of the Site will not violate any applicable law or regulation in the province, territory, state, or country from which you are accessing the Site; and (iii) you must not have had your OPPI Account (defined below) previously disabled by OPPI for violation of the law or any of our policies.
- 2.3. If you do not have the capacity to enter into a legal agreement in the province, territory, state or country in which you reside, do not use the Site unless your parent or guardian enters into these Terms of Use on your behalf and consents to your use of the Site.
- 2.4. If a minor for whom you are legally responsible accesses or uses the Site, you agree to be fully responsible for:
 - i. the conduct, use or misuse of such minor;
 - ii. supervising and controlling the minor’s access to and use of the Site; and
 - iii. any breach of these Terms of Use by such minor.

3. Modification to Terms of Use

3.1. OPPI reserves the right to modify or replace these Terms of Use and alter, add, or discontinue any aspect, Content or feature of the Site, in whole or in part, in its sole discretion from time to time and without notice. OPPI may provide notice of material changes to the Terms of Use or Site when it is reasonable to do so by posting a notice on the Site or via email, as practicable. You are responsible for reviewing and becoming familiar with any modifications to the Terms of Use. By continuing to access or use the Site after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the revised Terms of Use, you must stop accessing and using the Site.

4. Accounts

4.1. You will need to register for an OPPI Account to access or use certain features, participate in activities on or through the Site.

4.2. If you create an Account with OPPI (the “**Account**”), you agree to provide true, complete, updated and accurate data about yourself when registering and to update and keep such data current.

4.3. You are solely responsible for maintaining the confidentiality of their password and the security of their Account, and for all use associated with the password and Account, whether authorized by the you or not. You agree to immediately notify OPPI of any actual or suspected loss, theft or unauthorized use of your password or Account or any other breach of security. You will not license, sell, or transfer your Account without our prior written approval.

4.4. Providing false or misleading registration information constitutes a breach of these Terms of Use which may result in OPPI terminating your Account and access to the Site.

5. Content

5.1. The Site content (the “**Content**”) includes, but is not limited to, any and all information, content, links, reports, text, publications, newsletters, articles, opinions, minutes of meetings, notice of meetings, data, databases, tools, email, views, graphics, images, photographs, pictures, videos, postings, code, multimedia clips, Java code, interfaces, web pages, files, software, product names, company names, trademarks, logos, trade names, the selection and arrangement of information, or other materials contained on or in the Site.

The Content includes materials the OPPI has contributed to the Site, or others have contributed on behalf of OPPI (“**OPPI Content**”). It also includes User Content (defined below).

5.2. The Site allows you to post, link, store, share and otherwise make available certain information, text, images, illustrations, animations, graphics, photos, or other material and creative expressions, whether created or submitted, uploaded or otherwise provided to the Site by you or through your Account, OPPI or a third-party (“**User Content**”). You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to OPPI. OPPI is not responsible for User Content that is lost or destroyed for any reason.

5.3. By submitting User Content, you represent and warrant that:

- a. you have and will continue to have all rights, power, and authority necessary to use, display, reproduce, sell and grant the rights and licenses to your User Content as set out in Section 7;
- b. the User Content does not contain material that defames or vilifies any person, people, races, religion or religious group and is not obscene, pornographic, indecent, harassing, threatening, illegal, unlawful, vulgar, obscene, hateful, degrading, intimidating, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- c. the User Content does not include malicious code, including but not limited to viruses, trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information; and
- d. the User Content you upload will not infringe or contribute to the infringement of any intellectual property rights or other rights of any person or entity, including copyright, moral rights, trademarks, service marks, trade names, logos, brand names, trade secrets, patent or rights of privacy or publicity.

5.4. You further authorize and direct OPPI to make such copies as we deem necessary in order to facilitate the posting and storage of your User Content on the Site. You understand that, because you alone are responsible for your User Content, you acknowledge that storing, distributing or transmitting unlawful material or sharing content without all necessary rights could expose you to criminal and/or civil liability.

5.5. Using the Content and accessing the Site does not give you ownership of or right to any aspect of the Content or Site.

5.6. You may request to have your User Content removed from the Site at by contacting OPPI. OPPI may remove your User Content upon receiving such a request at its sole discretion. You must send a request to OPPI to remove your User Content if you no longer have the rights required by these Terms of Use.

5.7. OPPI has no obligation to update, screen, edit, or monitor User Content but OPPI reserves the right to change, delete or remove any User Content or Account in its sole discretion at any time and for any reason, including for violation of this Terms of Use, if you create liability for us, or if we reasonably believe any User Content may cause harm to other Users or third parties. OPPI also assumes no obligation to update the functionality of the Content or Site.

5.8. OPPI reserves the right, in its sole discretion, to reject, refuse to post, or block access to any Content that is available via or on the Site at any time, without notice and liability. OPPI further reserves the right, in its sole discretion, to set limits on the amount of User Content that you may contribute.

5.9. If you contribute a link to another website, make sure that the operators of that website permit linking.

5.10. You may not be able to access all of the Content made available on the Site. Some Content is made available to certain Users only. When a User posts Content to the Site, he or she may further restrict who may view that Content.

6. License

- 6.1. You are granted a limited license to use (display or print) the Content pursuant to restrictions imposed by these Terms of User. You agree not to remove any marks, logos or other legends that form part of the Content.
- 6.2. You represent and warrant to OPPI that you have waived any “moral rights” in any User Content that you contribute to the Site, and that OPPI and its successor and assigns may rely on those waivers. With the exception of any User Content that includes personal information, you agree that your contributed User Content will not be considered confidential.
- 6.3. Unless agreed otherwise through the functionality of the Site, by submitting User Content to the Site you grant to OPPI a world-wide, perpetual, unrestricted, non-exclusive, irrevocable, royalty-free, fully sublicensable, and transferable license to use that User Content, in whole or in part, (including to reproduce, modify, distribute, adapt, translate, prepare derivative works from, display and perform it) in connection with the Site and OPPI’s business, including for the purpose of promoting and redistributing part or all of the Site. You also agree that this license includes the right for OPPI to make all publically-posted User Content available to third parties selected by OPPI, so that those third parties can syndicate and/or analyze such User Content on other media and services. You acknowledge and agree that OPPI may need to reformat your User Content in order to operate, display or distribute the Site.
- 6.4. You agree that User Content can be incorporated into other works (in any form, media or technology) to allow OPPI to administer, operate, display, distribute and promote the Site. This may include, but not be limited to, allowing other sites to link to your User Content on the Site. You acknowledge and agree that OPPI may need to:
 - i. transmit User Content over various networks; and
 - ii. reformat User Content in order to operate, display or distribute the Site.
- 6.5. The licenses granted by you shall continue for a commercially reasonable period of time after your User Content is removed from the Site. You understand and agree, however, that OPPI may retain, but may not display, distribute or perform, server copies of your User Content that has been removed or deleted.
- 6.6. If you provide us with any feedback (e.g. suggested improvements, ideas, comments, recommendations, requests, corrections etc.) about the Site (“**Feedback**”), you assign all right, title and interest (including all intellectual property rights) in and to such Feedback to us and acknowledge that we will be entitled to use, including without limitation, implement and exploit, any such Feedback in any manner without any restriction, compensation or obligation. You further acknowledge and agree that we are not obligated to act on such Feedback.

7. Your Use of the Site and Content

- 7.1. You agree that you will not use the Site or Content, or duplicate, download, publish, modify or otherwise distribute or use any material on the Site, including Content (as permitted by these Terms of Use), for any purpose, except for your personal, non-

commercial use. License, sale, transfer, assignment, distribution, hosting, or otherwise any other commercial exploitation of the Site or Content is prohibited.

7.2. Users may not, without express prior written permission, do any of the following while accessing or using the Site:

- a. tamper with, or use non-public areas of the Site, or the delivery systems of OPPI and/or its service providers;
- b. create an Account using false identification information, or in the name or likeness of someone that is not you, or pass yourself off as someone you are not;
- c. use the Site to impersonate, falsely state or misrepresent your affiliate with any person or entity;
- d. probe, scan, or test any system or network (particularly vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures;
- e. access or search or attempt to access or search the Site by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by OPPI;
- f. scrape the Site, and particularly scrape any Content from the Site;
- g. use the Site to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or email headers;
- h. interfere with, or disrupt, (or attempt to do so), the access of any other User, host or network, including, without limitation, by sending, uploading, transmitting or distributing a virus, worm, or other software intended to interfere with or limit the intended operation of a computer system or data, or spamming, or overloading the Site, or by scripted use of the Site in such a manner as to interfere with or create an undue burden on the Site;
- i. use, adapt, reproduce, store, distribute, print, display, perform, publish, modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Site or any software or technology used in connection with or downloaded from the Site;
- j. create or submit User Content that promotes or instructs illegal activity, violates applicable law, or attempts to circumvent any content-filtering techniques used by OPPI;
- k. use the Site to violate applicable local, provincial, federal or international law or regulation (including any laws relating to the export of data or software) or infringe any person or entity's intellectual property or any other proprietary rights;
- l. link to any page on the Site other than the home page (for example, "deep linking");
- m. make a derivative use of the Site (or any part thereof) for any purpose;
- n. use the Site to harvest, collect, gather, assemble, download or copy information or data regarding the Site or Users, or otherwise engage in data mining or similar data gathering;
- o. access, adapt, publish, disseminate, reproduce, perform, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use or exploit any part of the Content that you did not contribute, except as expressly authorized by OPPI or applicable User;
- p. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Site (or attempt to do any of these things), including security-related

- features or features that (i) prevent or restrict the copying or other use of the Content or (ii) limit the use of the Site or Content;
- q. use the Site to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
 - r. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or that could damage, disable, overburden, or impair the functioning of the Site in any manner;
 - s. use or encourage any inaccurate measurements of genuine user engagement with the Site, including by paying people or providing them with incentives to manipulate metrics in any manner; or
 - t. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions.

8. **Copyright**

- 8.1.** OPPI does not manually screen User Content before it is displayed on the Site so occasionally members may inadvertently or deliberately submit and display User Content that breaches these Terms of Use. OPPI reserves the right (but not the obligation) to remove or edit such User Content, but does not regularly review posted User Content.
- 8.2.** If you are a copyright owner, or authorized on behalf of one, and you believe that copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Site, you must submit your notice in writing to info@ontarioplanners.ca and include a detailed description of the alleged infringement, including identification of the work or material being infringed, the infringing work or material sufficient for OPPI to locate it and verify its existence, and your contact information. We have a policy that includes the removal of any infringing materials from the Site and for the termination, in appropriate circumstances, of Users of our Site who are repeat infringers. You may also report User Content for copyright infringement or inappropriate User Content by clicking on the “Inappropriate Content” link that is displayed with each post.
- 8.3.** If you knowingly misrepresent that any activity or material on our Site is infringing, you may be liable to OPPI for certain costs and damages. If you believe your User Content was wrongly removed due to a mistake or misidentification, you can send a notification to info@ontarioplanners.ca.
- 8.4.** Names, phrases, words, titles, logos, icons, graphics, images or designs used throughout the Site and the Content may be trade names, registered or unregistered trademarks or services marks (the “**Marks**”) of OPPI, its subsidiaries, affiliates or licensors, or other entities and individuals. The Marks are protected by Canadian and international trademark and other laws. Any use of any of the Marks without the express written consent of the owner of the Mark is strictly prohibited.

9. **Third Party Content**

- 9.1.** This Site may contain links to third-party websites, products, or services, which may be posted by advertisers, our partners, or other Users (“**Third-Party Content**”). We do not own, control or operate the Third-Party Content, and we are not responsible for any of their material, including any of their products or services. The availability of these links on this Site does not represent, warrant or imply that we endorse any Third Party

Content or any materials, opinions, products or services available on them. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

- 9.2.** THESE TERMS OF USE DOES NOT APPLY TO THIRD-PARTY CONTENT. BEFORE VISITING A THIRD PARTY-CONTENT BY MEANS OF THIS SITE OR A LINK LOCATED ON THIS SITE, USERS SHOULD REVIEW THE THIRD-PARTY'S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER SITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF THE THIRD-PARTY CONTENT. YOU ACKNOWLEDGE AND AGREE THAT OPPI SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECT OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH WEB SITES OR SERVICES.
- 9.3.** If you provide any information to a third party (e.g., your contact information or credit card information), it is the third party that collects this information, and not OPPI. This is true even if you made a purchase from a third party website that the Site linked to, or that was framed within the Site.

10. Warranty Disclaimer

- 10.1.** Your access to, use of, and reliance on the Site or any Content is at your own risk. OPPI takes no responsibility for and we do not expressly or implicitly endorse any User Content. YOU UNDERSTAND AND AGREE THAT THE SITE AND CONTENT IS PROVIDED TO YOU ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS WITH ALL FAULTS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, OPPI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE OR NON-INFRINGEMENT.
- 10.2.** OPPI makes no specific commitments, representations or warranties of any kind with respect to the Site and Content, including any representations or warranty that the Site will (a) be timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system or data; (b) meet your requirements or expectations; (c) be available at all times or that defects will be corrected; (d) be free of viruses or other harmful consequences; (e) be entirely secure or that the information you share with us will be secure; (f) have specific features, be accurate, complete, current, reliable, available, or able to meet your needs; (g) provide access to any Content. OPPI also makes no guarantees, representations or warranties of any kind with respect to User Content and does not control, endorse, recommend or take responsibility for any User Content available on or linked to the Site or the actions of other Users, Moderators, or third parties. In particular, User Content is provided by and is solely the responsibility of the Users providing such User Content. Before using or relying on any User Content, you should take reasonable steps to verify its accuracy, completeness or usefulness.

- 10.3.** No advice or information obtained from OPPI or through the Site will create any warranty not expressly made herein. Views and opinions expressed in User Content do not necessarily represent the views or opinions of OPPI, its licensors, suppliers, or representatives.
- 10.4.** The Content and Site are provided for educational or informational purposes only and are not intended to provide professional advice of any kind and should not be relied upon in that or any respect or for any purpose. The Content and Site do not create a professional relationship between you and OPPI or any other contributor.

The Content is not intended in any way to be a substitute for professional advice. If you are a registered professional planner, you should exercise your own professional judgement before deciding to rely on any Content. If you are not a registered professional planner, the Content available on or through the Site cannot and should not replace the professional judgement of a registered professional planner.

Any opinion, advice, article, publication, statement, service, offer, or other information or content on the Site, or any website linked to the Site, is that of the author or distributor; it is not that of OPPI.

- 10.5.** Further, OPPI does not recommend or endorse any specific products, services, planning professionals, organizations, opinions or other information that may be described on the Site, or on any third party website to which you can link from the Site.
- 10.6.** Some jurisdictions do not allow the exclusion of certain implied warranties or limitations on how long an implied warranty may last. If any jurisdiction having applicability to these Terms of Use does not permit any such exclusion or limitation, OPPI's total liability to you in connection with any breach of such a warranty will be subject to section 12.

11. Limitation of Liability

11.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL OPPI, ITS OFFICERS, AFFILIATES, AGENTS, LICENSORS, EMPLOYEES, SUPPLIERS, SUBCONTRACTORS OR INTERNET SERVICE PROVIDER(S) (COLLECTIVELY, "ITS REPRESENTATIVES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM OR RELATING TO THE SITE, ANY CONTENT, OR THESE TERMS OF USE. THIS INCLUDES, BUT IS NOT LIMITED TO, LOST REVENUE, LOST PROFITS (WHETHER CATEGORIZED AS DIRECT OR INDIRECT DAMAGES), LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE LIMITATION WILL APPLY EVEN IF OPPI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

11.2. IN NO EVENT WILL OPPI OR ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY PERSON WITH RESPECT TO DAMAGES INCURRED BECAUSE OF SERVICES OR

GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE, OR LINKS PROVIDED ON THE SITE. OPPI IS NOT LIABLE FOR THE ACTS, OMISSIONS OR CONDUCT OF THE SITE'S THIRD-PARTY USERS, OR ANY OF THE SITE'S SPONSORS OR ADVERTISERS.

- 11.3. Without encryption, the Internet is not a secured medium and we cannot ensure your privacy. Internet email can be intercepted and forged. OPPI is not responsible for any damages you or any third party may suffer as a result of transmitting confidential information to any third party through the Internet email links provided on the Site. OPPI is not responsible for any errors or changes made to transmitted information. Should you decide to transmit information using Internet email links, you do so at your own risk.
- 11.4. WITHOUT LIMITING SECTIONS 12.1, 12.2 or 12.3, THE LIMIT ON THE TOTAL CUMULATIVE LIABILITY OF OPPI (OR THAT OF ITS REPRESENTATIVES) TO YOU OR ANY PERSON WILL NOT EXCEED \$100.00 FOR ANY CLAIMS ARISING FROM OR RELATING TO THIS SITE, INCLUDING ANY CONTENT OR THESE TERMS OF USE.
- 11.5. The limitations in section 12.1, 12.2, 12.3 and 12.4 will apply regardless of the causes or circumstances giving rise to the claim. They apply even if the claim is based on breach of contract, negligence or other tort, and will survive a fundamental breach or failure of essential purpose of any limited remedy or these Terms of Use.
- 11.6. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising from or relating to the Site, any Content, or these Terms of Use must be filed within one year after such claim or cause of action arises or be permanently barred.

12. Indemnity

- 12.1. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless OPPI, its affiliates, officers, licensors, directors, representatives, employees and agents, from and against any and all claims, demands, penalties, damages, obligations, suits, actions, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from or relating, directly or indirectly, to:
 - a. your use or misuse of and access to the Site and any Content;
 - b. any User Content that you contribute to the Site;
 - c. your violation of any term of these Terms of Use;
 - d. your breach of any law or regulation;
 - e. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
 - f. any claim that your User Content caused damage to a third party.

OPPI reserves the right to control the defence of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. This defense and indemnification obligation will survive these Terms of Use and your use of the Site.

12.2. You acknowledge that, in the event of any third party claim that your use of the Site or Content infringes a third party's intellectual property rights (an "**Infringement Claim**"), you will promptly advise OPPI. In the event of any Infringement Claim, you agree to provide, at OPPI's cost, all reasonable assistance requested by OPPI in OPPI's defense or settlement efforts and OPPI shall, in its sole discretion, have the sole authority to defend or settle such claim. In connection with any Infringement Claim, OPPI may, at its expense and sole option, obtain for you the right to continue using the Site or Content, or replace or modify the Site or Content, so that your use becomes non-infringing.

13. Termination

13.1. These Terms of Use will continue in effect for as long as you use the Site, unless OPPI or you specifically terminate earlier. If you wish to terminate your Account or status as a User on Planners Connect, you may do so by submitting your request in writing to info@ontarioplanners.ca. You acknowledge and agree that deleted User Content may persist in caches or backups for a reasonable period of time and copies of or references to User Content may not be entirely removed.

13.2. OPPI may suspend or terminate your Account or ability to access or use all or part of the Site at any time for any reason or no reason, including: (i) for violation of these Terms of Use; (ii) if we are required to do so to comply with a legal requirement or a court order; or (iii) if we believe there has been conduct that creates or could create liability or harm to any User, other third party, or OPPI. If you believe your Account has been terminated in error, you can appeal to OPPI in writing to info@ontarioplanners.ca.

13.3. The following Sections will survive any termination of these Terms of Use or your Account: Section 2 (General), Section 6 (Content), Section 8 (Your Use of the Site and Content), Section 11 (Warranty Disclaimers), Section 12 (Limitation of Liability), Section 13 (Indemnity), Section 14 (Termination), Section 15 (Privacy), Section 16 (Miscellaneous).

14. Privacy

14.1. OPPI controls the Site from within Canada, but some content may be hosted in a foreign jurisdiction by the OPPI's third party service providers.

14.2. OPPI's collection, use and disclosure of your personal information collected in association with the Site is subject to OPPI's Privacy Policy, which is available at <https://ontarioplanners.ca/privacy>.

14.3. OPPI reserves the right to communicate with you regarding your use of the Site. You consent to OPPI's use of any contact information that you may provide in accordance with the terms of the Privacy Policy.

15. Miscellaneous

- a. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the law of the Province of Ontario and the law of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
- b. **Entire Agreement.** These Terms of Use, as modified from time to time, is the entire agreement between you and OPPI with respect to the subject matter hereof. These Terms of Use replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties.
- c. **No Waiver.** The failure of either party to exercise, in any way, any right provided herein shall not be deemed a waiver of any further rights hereunder.
- d. **Severability.** If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain enforceable and in full force and effect.
- e. **Assignment.** OPPI may assign these Terms of Use in whole or in part at any time without your consent. These Terms of Use is not assignable, transferable, or sublicensable by you except with OPPI's prior written consent.
- f. **Relationship.** No agency, partnership, joint controllership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind OPPI in any respect whatsoever.
- g. **Notice.** Any notice to OPPI that is required or permitted by these Terms of Use shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to: Ontario Professional Planners Institute, 201 – 234 Eglinton Avenue East, Toronto, Ontario M5V1A8.

OPPI will give you notice or other significant communication pursuant to these Terms of Use in writing. It will be addressed to the email address or address that you provided to OPPI when registering and sent to you by email or by a nationally recognized overnight courier.

- h. **Arbitration.** To the extent permitted by applicable law and unless otherwise agreed, all disputes and claims pertaining to the Terms of Use, or the Site, shall be determined by final and binding arbitration by a single arbitrator to the exclusion of the courts in Toronto, Canada, in accordance with the *Arbitration Act*, 1991 (Ontario), as amended.
- i. **Language.** The Parties have expressly required that these Terms of Use and any communication hereunder be drafted in the English language. Les parties ont expressément exigé que le présent accord and toute communication ci-après soient rédigés dans la langue anglaise.