



Find My School

TERMS AND CONDITIONS

1. Overview

These Terms and Conditions form a legally binding contract between FIND MY SCHOOL INC. ("we" or "us") and the individuals and companies ("User" or "you") that access and use our website located at findmyschool.net or any related website or mobile platform controlled by us (collectively, the "website"). These Terms and Conditions apply to all services provided through our website and any other software application we operate, and all content, documents, services, and products available at or throughout the website.

It is very important that you read and fully understand these Terms and Conditions before using the website. By agreeing to these Terms and Conditions and using the Website, you are entering into a legally binding contract which will impact your rights.

By accessing any part of the website or product, you agree to be bound by these Terms and Conditions. You are also confirming that you have read and fully understood these Terms and Conditions. If you do not agree to or understand all of these Terms and Conditions, then you may not access the Website or use any services available on the Website.

These Terms and Conditions should be read in conjunction with the Privacy Policy and any other rules, guidelines, or policies posted on the Website.

2. Services available on the website

Without restriction, we generally offer the following services through the website:

FIND MY SCHOOL INC. a post-secondary school application facilitation company. Based on your inputs, we provide a list of prospective medical schools suited to your qualifications. We enable students to focus their time productively on applications, while removing the tedious work from the process. We do not guarantee any admission decisions from any school.

The services we offer are subject to change over time. By using the website and associated services, you are confirming that you have determined that the services are appropriate for your needs. We do not guarantee that these services meet your needs or that they are suitable for your specific purposes.

3. Ownership of your files

When you choose to upload documents or data (including any images or text), FIND MY SCHOOL INC. does not review or pre-screen the contents of electronic data uploaded or posted

to the website (this data is herein referred to as “Content”) and FIND MY SCHOOL INC. claims no intellectual property rights with respect to the Content. However, by posting, uploading, inputting or submitting any Content whatsoever to the website, you are granting FIND MY SCHOOL INC. an irrevocable, royalty free licence while the Content remains uploaded to the website, to use the Content for any purpose related to the use and promotion of its business and the website, including the right to copy, distribute, edit, and publicly display such content with or without attribution. We acknowledge that the User has the right to remove this identifying data inputted by them at their desire. In this case, the User will forfeit the rights to utilize the website, software, content, or documentation.

4. Payment Procedures

Payments for services or products available on the website will be charged to you in accordance with the policies, procedures, and timelines posted on the relevant sections of the website. The services and products available on the website may not be used until payment has been received, regardless of when other personal data has been inputted or registration has been completed, to be amended at our discretion.

You agree to pay the fees applicable to your fee and any other applicable or recurring fees, including but not limited to fees relating to the processing of transactions under your account (“Fees”).

All initial and recurring Fees will be charged to the credit card that you authorize for your account. It is your responsibility to keep your authorized credit card valid and up to date at all times. We may terminate or block access to your account if your credit card becomes expired or otherwise invalid at the time any Fees become due.

For purposes of processing payments, we use the following service provider: STRIPE

Before using the website, you must first review and approve the terms and conditions governing the use of these third-party payment processors, which are available at the following website(s): <https://www.stripe.com>

5. Your Account

In order to fully use the website and corresponding services, you will be required to input personal information and information related to academic performance (this information is herein referred to as the your “Account”). Information submitted by you in order to create an Account will be subject to our Privacy Policy, which is available for review on the website, and which you hereby agree to by creating an Account and signing these terms and conditions. The Privacy Policy also dictates how to terminate your Account and how you can have your personal identifying information deleted from our servers. FIND MY SCHOOL INC. reserves the right to retain your academic data for later use, recorded anonymously. We agree to treat your Account with reasonable care and security as required by the laws of the Province of Ontario.

6. Termination

You may cancel and terminate your Account at any time in accordance with the terms and policies posted on the website. If at the date of termination of your Account, there are any outstanding payments owing by you to us, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again. Your identifying information will then be handled as detailed in Section 5.

7. Limitation of Liability

FIND MY SCHOOL INC. is a third party service which aims to facilitate the application process to post-secondary education. We are not associated with any official governing or representative body of the application processes, which includes but is not limited to: the AAMC, AFMC, OUAC, OMSAS, MSAR, AMCAS, TMDSAS and UCAS. We are also not affiliated with any medical school in North America or otherwise. As such, we are not able to guarantee entry into any post-secondary institution, and will not be held liable for any refused entry. You hereby waive the right to pursue legal or compensatory action on the basis of denied entry into any desired educational institution. It is solely your responsibility to confirm the validity of the information given to you by FIND MY SCHOOL INC.

Except in a case where we are in violation of these Terms and Conditions or statutory law in the Province of Ontario, we will not be held liable for, and you hereby fully waive the right to claim for, any loss, injury, claim, liability or damages of any kind including special damages, resulting in any way from use of the website.

Your use of the website is at your sole risk. The website is provided on an “as is” and “as available” basis without any warranty, express, implied or statutory. We do not warrant that your use of the website will be uninterrupted, secure or error-free. By using the website that you accept the service that is provided and are not entitled to any future versions or editions after time of receipt.

In no event will we be liable to you or any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, either in contract, tort, or otherwise, and whether or not you or the third party have been advised of the possibility of such damages. In the event the foregoing paragraph, or any part thereof, is void under applicable law, this paragraph, or such part thereof, shall be inapplicable.

8. Indemnification

You agree to indemnify and hold harmless FIND MY SCHOOL INC., including our officers, directors, shareholders, employees and agents, from and against any and all claims and expenses, including legal fees and disbursements, which are made against us and arise out of your use of the website, including but not limited to, your violation of any term of these Terms and Conditions or any other policy posted on the website.

9. Security Breaches

In order to protect your security, it is your sole responsibility to ensure that all usernames and passwords used to access the website are kept secure and confidential. You must immediately notify us of any unauthorized use of your Account, including the unauthorized use of your password, or any other breach of security. We will investigate any breach of security on the website that we determine in our sole discretion to be serious in nature, but we will not be held responsible or liable in any manner for breaches of security or any unauthorized access to your Account however arising.

10. Warranties

We hereby disclaim all warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties as to merchantability or fitness for a particular purpose as they relate to the website.

11. Compliance with Laws

You represent and warrant that:

- i. You have the authority to bind yourself to these Terms and Conditions;
- ii. Your use of the website will be solely for purposes that are permitted by these Terms and Conditions;
- iii. Your use of the website will not infringe or misappropriate the confidentiality or intellectual property rights of any User or third party; and
- iv. Your use of the website will comply with all local, provincial and federal laws, rules and regulations, and with all policies posted on the website.

You must only use the website for your own lawful purposes, in accordance with these Terms and Conditions and any notice, policy or condition posted on the website.

12. Age Restriction

Users must be over the age of 18. You represent and confirm that you are over the age of 18. We do not target, market, or promote the Website to those under 18. We do not permit any User under the age of 18 to use the website. Should any User under the age of 18 need to utilize our service, it must be done under the supervision of a parent or guardian.

13. Governing Laws and Dispute Resolution

These Terms and Conditions and any access to or use of the website shall be governed by, and construed in accordance with, the laws of the Province of Ontario. If any claim, dispute or controversy occurs between FIND MY SCHOOL INC. and a User relating to the interpretation or implementation of any of the provisions of these Terms and Conditions, such dispute shall be resolved by private, confidential and binding arbitration. Such arbitration shall be conducted by a

single arbitrator. The arbitrator shall be appointed by agreement of the parties or, in the absence of an agreement, such arbitrator shall be appointed by a judge upon the application of either the User or FIND MY SCHOOL INC. Arbitration shall be held in the Province of Ontario, unless otherwise agreed upon by the parties in writing. The arbitration procedure to be followed shall be agreed by the parties or, in absence of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act, 1991, SO 1991, c 17. Subject to any right of appeal, the decision arrived at by the arbitrator shall be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. Waiver of Class Action

By using the website, you agree to resolve any claim or dispute arising between you and FIND MY SCHOOL INC. on an individual basis, rather than addressing such claim or dispute as part of a group or class. You hereby waive any right you may have to commence or participate in any class action lawsuit commenced against FIND MY SCHOOL INC. or its affiliates related to any claim, dispute or controversy arising from your use of the website. Where applicable, you hereby agree to opt out of any class proceeding against FIND MY SCHOOL INC. otherwise commenced.

The above waiver shall not apply to claims or disputes arising under consumer protection legislation or any other claim or dispute where a waiver of class action lawsuits is unenforceable at law.

15. General Terms

a. Amending these Terms and Conditions

These Terms and Conditions may be updated and amended at our discretion. We reserve the right to change these Terms and Conditions at any time, and any amended Terms and Conditions are effective upon posting to the website, regardless of when you agreed to these Terms and Conditions. We will make efforts to communicate any changes to these Terms and Conditions we deem material, in our sole discretion, via email or notifications on the website. Your continued use of the website will be deemed to be immediate and unconditional acceptance of any amended Terms and Conditions, whether or not we deemed the amendments to be material.

b. Assignment

We may assign or delegate these Terms and Conditions, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you. Users may not assign or delegate any rights or obligations under these Terms and Conditions, without our prior written consent, and any unauthorized assignment and delegation is void.

c. No Waiver

No waiver of a provision, right or remedy of this Agreement shall operate as a waiver of any other provision, right or remedy on a future occasion.

d. No Agency

The parties to these Terms and Conditions are independent contractors and are not partners or agents. FIND MY SCHOOL INC. has no fiduciary obligations or professional obligations whatsoever to you arising from these Terms and Conditions or your use of the website.

e. Severability

In the event that any provision or part of this Agreement is found to be void or invalid under Ontario law, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

f. Entire Agreement

These Terms and Conditions, in conjunction with all policies and guidelines available on the website (including but not limited to any Privacy Policy), incorporated by reference, constitute the entire agreement between you and FIND MY SCHOOL INC. and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of these Terms and Conditions.

16. Questions on These Terms and Conditions

We welcome you to contact us with any questions on these Terms and Conditions. You can send your questions regarding these Terms and Conditions to the following email address: info@findmyschool.net

17. Additional Terms

The following additional terms and conditions apply to the use of the website:

a. User Surveys

Data submitted in User surveys will be used for anonymous synthesis and analysis.

b. Stored Data

Submitted survey data will be stored until Users request their individual entries to be deleted. Requests can be sent to info@findmyschool.net.

18. Confirmation of Agreement to Terms and Conditions

BY PROCEEDING TO USE THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY POLICIES AND NOTICES POSTED ON THE WEBSITE.