

Come To Agreement - Terms of Use and Privacy Policy

1. **Your relationship with Come To Agreement Ltd., further known as “Come To Agreement” or “CTA” or “My2Families” (Suite of Products) in this Terms of Use and Privacy Policy “Service Agreement”.**

Come To Agreement is a co-parent, professional and employer website and services provider. The services and software are provided “as-is”, and as available. Come To Agreement Ltd. disclaims all warranties, express or implied, including any warranty of merchantability, merchant quality, non-infringement, or fitness for a particular purpose or use.

- 1) ComeToAgreement.com includes the following services: “My2Families”, “My2Families Professional”, “My2Families Employer”, “Find a Professional” (“Find a Professional Directory”, “Professional Directory” the “Badge”, the “Reviews” and the “Profile”), “Rebalancing Beneficiaries Support Insurance” (“Rebalancing Beneficiaries Support Insurance Calculators”), Separation & Divorce Support Calculators” and “View My Calculations”, are owned and operated by Come To Agreement Ltd. Your use of CTA’s products, software, calculators, services and website(s) and domains, (referred to collectively as the “Service(s)” in this Agreement), is subject to the terms of a legal agreement between you and CTA. This document sets out the terms of this Agreement. The materials contained on this website is protected by applicable copyright and trademark law.
- 2) The co-parent, professional, employer or employee user of this service(s) assumes the risks associated with the use of the Service(s). The Service(s) is provided without any representations or warranties of any kind, either express, implied or collateral, including but not limited to any ability or competency of any professional representations, either corporate, professional or personal, listed on ComeToAgreement.com, My2Families, My2Families Professional, My2Families Employer, Find a Professional Directory, Rebalancing Beneficiaries Support Insurance, the accuracy of calculations provided by Separation & Divorce Calculators and Separation & Divorce Support Insurance Calculators. Furthermore, in no way is the Service(s) intended or to be construed as legal advice or any other form of professional advice or professional calculation(s).
- 3) Come To Agreement offers resources to assist individuals, families in need of professional help and service(s), professionals and employers. Co-Parent Members and Employer Members (as defined in Paragraph 3.2) and Professional Members (as defined in Paragraphs 1.5 and 1.6), by accepting this Agreement, agree they will not post any content which could be construed as derogatory to any other professional member or co-parent member or person or employer, or when contacting any co-parent member who contacted that professional from the CTA Directory or CTA’s Service(s) on the CTA website, including Reviews. Any content which CTA deems inappropriate may result in the immediate suspension of your CTA Professional Membership Directory access or access to co-parent members.
- 4) All Separation & Divorce Calculators and the Rebalancing Beneficiaries Support Insurance Calculators have been tested by professionals in their respective industries. CTA does not warrant or guarantee the results of each financial calculator. The calculators are for your personal or professional use only. They help co-parents better understand their financial circumstances, save and share their calculations and for professionals to calculate, share and save their client’s financial requirements. CTA always recommends that co-parents consult with professional service providers for accurate financial information and calculations.
- 5) The CTA “Professional Directory” offers professional service providers an empty Profile template. CTA does not, in any manner, take responsibility for the falsifying of content, infringements on copyrights and trademarks, images, logos, or any other information provided for on the

Professional Profile pages. This is the property of the said professional and CTA does not own, endorse, or confirm the accuracy or authenticity of the professional's information. Each Professional Member is responsible for all content, which he or she has provided on their Profile. CTA reserves the right to edit a Professional Member's Profile if the professional provides or lists an incorrect industry, profession, or for any other structural or organizational issue. CTA will not edit content or any other information provided in the Profile. CTA will notify the professional by email listing the reason for the edit.

- 6) If you are a professional and you create a Profile on the CTA Professional Membership Directory and by checking the "I have reviewed, understand and agree to the Terms and Privacy" checkbox, you represent and warrant you are 18 years of age or older, you are a professional service provider, you will provide honest and accurate information when completing the Professional Membership Profile Form and you agree to the Terms of Use in this Agreement. All Profiles are subject to review and nothing in this agreement obligates CTA to list your Profile in the Directory. All Profiles will only be listed in the Directory once approved by CTA and CTA may at its sole discretion refuse to approve and/or include your Profile in the Directory for any reason. Furthermore, CTA at its sole discretion at any time, reserves the right to immediately suspend any Professional Member for violating any or all of the Terms and Privacy in this Agreement. CTA may at its sole discretion reinstate any Professional Member upon resolution of the violation.
- 7) CTA's Co-Parenting, Professional and Employer software, "My2Families" Suite of Products, is owned and operated by Come To Agreement Ltd. CTA does not warrant or guarantee legal responsibility or liability between My2Families and the co-parent or the user or the professional user or the employer, for receipt of payment, refunds of payment, legal disputes, content, data collection or disputes of any kind, which are reasonably beyond the control of Come To Agreement Ltd.
- 8) CTA's Rebalancing Beneficiaries Support Insurance Calculators and CTA's Beneficiaries Designation Form & Schedule is owned, designed and operated by Come To Agreement Ltd. CTA does not warrant or guarantee legal responsibility or liability with use of the Calculators or Beneficiaries Designation Form & Schedule. Beneficiaries Designation Form & Schedule supplements the contract between the Policy Owner and the Insurance Company and provides direction by the Owner directly to the Insurance Company. All Rebalancing Beneficiary(ies) are Contingent Beneficiaries upon death of Support Beneficiary. The Beneficiaries Form is a Free Benefit for a co-parent who purchases an insurance policy using the Rebalancing Beneficiaries Support Insurance Schedule, is sold only by Come To Agreement Ltd. and needs to be completed for a co-parent by a CTA Professional Gold or Silver Member who's a Family Lawyer/Attorney or Licensed Insurance Advisor/Salesperson or by a CTA Licensed Insurance Advisor. Any use of the Rebalancing Beneficiaries Support Insurance - Beneficiaries Designation Form & Schedule, by any person unauthorized to do so, is strictly prohibited and is in violation of the Terms and this Service Agreement. Come To Agreement is not owned by an insurance company and is not an insurance company. Come To Agreement is the agent for the insurance company.
- 9) Any notice(s) or communication under this agreement, by electronic mail, shall be deemed delivered to the party to whom such communication is directed, once sent to the communication's address specified below. Electronic communications sent to CTA or My2Families shall be addressed to info@ComeToAgreement.com and if addressed to you, such notices shall be addressed to the electronic address, which you specified in your Profile. It is your sole responsibility to provide an accurate address and to ensure that CTA is notified of any change to your address as specified in this Terms and Privacy Agreement.
- 10) CTA follows the requirements set out by the USA CAN-SPAM Act and Canadian-Anti-Spam Laws. By checking the box on the Co-Parent or Professional or Employer Membership Profile Form or Organization or the Newsletter check box, or keeping the box checked, and by agreeing to the "Terms" you agree to allow CTA and My2Families the option of sending you updates and newsletters periodically via the electronic address, which you specified in your profile.

- 11) Unless otherwise agreed to in writing with CTA, your agreement with CTA will always include, at a minimum, the Terms and Privacy set out in this Service Agreement.
- 12) CTA's liability to you shall not, for any reason, exceed the amount actually paid by you to CTA (Come To Agreement Ltd.) under this Service Agreement.
- 13) CTA is not liable for any delay or failure in performance under this Terms and Privacy Agreement resulting directly or indirectly from any acts of nature, terrorism or causes beyond its reasonable control.
- 14) The Terms and Privacy form a legally binding agreement between you and CTA in relation to your use of the Services. It is important that you take the time to carefully read them. Collectively, this legal agreement is referred to below as the "Terms". The laws of the Province of Ontario, Canada govern this Agreement and the relationship between you and CTA.

2. Accepting the Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

- 1) You can accept the Terms by; (a) clicking to accept or agree to the Terms, where this option is made available to you by CTA or any of its products, in the user interface for any Service; or (b) actually using the Services. In this case, you understand and agree that CTA will treat your use of the Services as acceptance of the Terms from that point onwards.
- 2) Invited children of the co-parents or invited users under the legal age of their residential jurisdiction, typically 18 or 19 years of age, agree to be bound by the Terms of this Agreement. Co-parents, by inviting the child or the user, are responsible for their use.

3. Provision of the Services by CTA and/or My2Families

- 1) CTA and My2Families are constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that CTA and My2Families provide may change from time to time, without prior notice to you.
- 2) CTA's mission is to find and create new products, which may be of interest to co-parents and their family members who require assistance during separation and divorce. CTA may charge for some co-parent service(s). Agreeing to the "*Free Co-Parent Membership - Terms and Privacy Agreement*" does not in any way obligate CTA to provide only free co-parent service(s). At any time CTA may change its co-parent pricing and introduce membership fees. All pricing changes and new product pricing will be provided, recognizing the needs and requirements of the co-parent or user.
- 3) As part of this continuing innovation, you acknowledge and agree that CTA and My2Families may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at CTA's or My2Families sole discretion, without prior notice to you.
- 4) You acknowledge and agree that if CTA or My2Families disables access to your account, you may be prevented from accessing the Services, your account details or any files or any other content that is contained in your account.

4. Language of the Terms

- 1) Where CTA and/or My2Families has provided you with a translation of the English-language version of the Terms, then you agree that the translation is provided for your convenience only and that the English-language versions of the Terms will govern your relationship with CTA.
- 2) If there is any contradiction between what the English-language version of the Terms says and what a translation says, then the English-language version shall take precedence.

5. Use of the Services by You

- 1) You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from USA, Canada, UK, or any other country).
- 2) You may access and use the information, features and services thereon (collectively known as the "Content") only in accordance with all applicable laws and regulations and with these Terms. The "Content" may only be copied, printed or saved onto your own computer for your personal use or professional use and not for other use of any kind
- 3) Unless you have been specifically permitted to do so, in a separate agreement with CTA, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, whatsoever.
- 4) You agree that you are solely responsible for (and that CTA or My2Families has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences, (including any loss or damage that CTA or My2Families may suffer) of any such breach.

6. Privacy and your Professional and Personal Information

- 1) You agree to the use of your data in accordance with CTA's and My2Families privacy policies which ensures that all professional and personal data will not be sold, traded to another company not directly associated with or owned by Come To Agreement Ltd., or given away for the purpose of profit or for any other reason, whatsoever. Come To Agreement Ltd. and My2Families will take all reasonable measures to protect your personal and professional information and protect your privacy when you use this Service.

7. Content in the Services

- 1) You understand that all information (such as data files, written text, calculators, computer software, music, audio files or other sounds, photographs, videos or other images) that you may have access to as part of, or through your use of the Services, are the sole responsibility of the person from which such content originated. All such information is referred to as the "Content".
- 2) You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services, may be protected by intellectual property rights that are owned by the sponsors or advertisers who provide that Content to CTA or My2Families (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by CTA or My2Families or by the owners of that Content, in a separate agreement.
- 3) You agree that you are solely responsible for (and that CTA or My2Families has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services, and for the consequences of your actions (including any loss or damage that CTA or My2Families may suffer) by doing so.
- 4) You acknowledge and agree that CTA and My2Families own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 5) Unless you have agreed otherwise in writing with CTA or My2Families, nothing in the Terms gives you a right to use any of CTA or My2Families trade names, trademarks, service marks, logos, domain names and other distinctive brand features.

- 6) You agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Services.
- 7) Unless you have been expressly authorized to do so in writing by CTA or My2Families, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- 8) You retain copyright and any other rights that you already hold in Content, which you submit, post or display on or through the Services, unless agreed to otherwise between CTA or My2Families and yourself.
- 9) The Software that you use may download and install updates automatically, from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit CTA or My2Families to deliver these to you) as part of your use of the Services.
- 10) The Services may include hyperlinks to other websites, content or resources. CTA and My2Families have no control over any websites or resources that are provided by companies or persons other than CTA or My2Families.
- 11) You acknowledge and agree that CTA and My2Families are not responsible for the availability of any such external sites or resources and does not endorse any advertising, products or other materials on or available from such websites or resources.
- 12) You acknowledge and agree that CTA and My2Families are not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on or available from such websites or resources.
- 13) CTA or My2Families may make changes to the Terms from time to time. When these changes are made CTA or My2Families will make any new or additional Terms available to you from within or through the affected or added Service(s).
- 14) You understand and agree that if you use the Service(s) after the date on which the Terms have changed, CTA or My2Families will treat your use as acceptance of the updated Terms.

8. Refund Policy

- 1) CTA and My2Families is not responsible for, nor will CTA or My2Families provide refunds or re-payments to a co-parent or a professional or an employer, for any fees paid by that co-parent or professional or employer, for any products ordered, viewed, purchased or contracted on Come To Agreement or My2Families Applications, which the co-parent or professional or employer did not purchase directly from Come To Agreement or My2Families. Furthermore, any service purchased by a co-parent or a professional or an employer, or provided by any associated CTA or My2Families company for which services are contracted directly between a co-parent or professional or employer and the associated company, is between the co-parent or professional or employer and that company. Each CTA or My2Families associated company may have its own "Terms and Privacy" or "Terms and Conditions" or "Terms of Use" policies. By contracting directly with that associated company you agree to be bound by that company's policies. By accepting CTA's or My2Families Membership or Co-Parent's, Professional or Employer Member's Terms and Privacy, you acknowledge and accept this policy.

- 2) CTA and My2Families will not refund any co-parent, professional or employer payment(s), for services purchased on CTA's website or on My2Families, which CTA or My2Families owns or provided directly to the purchasing co-parent or professional or employer, unless as agreed to as policy, warrantee or guarantee. CTA and My2Families does solely maintain the unfettered right and reserves such right to refund a payment if CTA or My2Families has exhausted all reasonable opportunities to resolve the issue and deems it appropriate to do so. However, Section 8 of this "Refund Policy" in no way obligates CTA or My2Families to refund payment, in full or in part, for any reason whatsoever, unless agreed to prior to the purchase of the said product.