



Come To Agreement – Privacy Policy & Terms of Use

Privacy Policy (Privacy and Your Personal and Professional Information)

You agree to the use of your data in accordance with Come To Agreement's Privacy Policy, which ensures that all personal and professional 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. will take all reasonable measures to protect your personal and professional information and protect your privacy when you use this service.

Terms of Use

1. Your relationship with Come To Agreement Ltd., further known as "Come To Agreement" or "CTA" in this Terms of Use "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 any warranties, express or implied, including any warranty of merchantability, merchant quality, non-infringement, or fitness for a particular purpose or use or any warranties arising out of course if dealing with or usage in trade.

- 1) My2Families, CTA Life, Rebalancing Beneficiaries Support Insurance, Ask Stephen, Professional Directory, and the Come To Agreement.com website 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 are protected by applicable copyright, trademark law and patent pending.
- 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 Employer, Professional Directory, CTA Life, Rebalancing Beneficiaries Support Insurance, Ask Stephen, and the accuracy of calculations provided by 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-Parents, Employers and Professionals, by accepting this Agreement, agree they will not post any content which could be construed as derogatory to any other professional or co-parent or person or employer, or when contacting any co-parent who contacted that professional from the CTA Directory or CTA's Service(s) on the CTA website, including any Reviews. Any content which CTA deems inappropriate may result in the immediate suspension of your CTA access or access to co-parent subscribers and users.
- 4) All Separation & Divorce Calculators and/or 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, share their calculations and for professionals to calculate and share 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 is responsible for all content, which he or she has provided on their Profile. CTA reserves the right to edit a Professional'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 Directory and by checking the "I have reviewed, understand and agree to the Terms of Use" 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 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 for violating any or all the Terms of Use and Privacy in this Agreement. CTA may at its sole discretion reinstate any Professional 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, the user, 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 Life, CTA's Rebalancing Beneficiaries Support Insurance Calculators and CTA's Beneficiaries Designation Form & Schedule is owed, 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 Policy Owner directly to the Insurance Company. The Beneficiary's Form is a benefit for a Policy Owner who purchases an insurance policy using the Rebalancing Beneficiaries Support Insurance Schedule, is provided only by Come To Agreement Ltd. and needs to be completed for a beneficiary by 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 of Use of this Service Agreement. Come To Agreement is not owed by an insurance company and is not an insurance company. Come To Agreement is an independent 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 shall be addressed to info@ComeToAgreement.com and if addressed to you, such notices shall be addressed to the electronic address which you specified. It is your sole responsibility to provide an accurate electronic address and to ensure that CTA is notified of any change to your electronic address as specified in this Terms of Use 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 Form or Organization or the Newsletter check box, or keeping the box checked, and by agreeing to the "Terms of Use" you agree to allow CTA the option of sending you updates and newsletters periodically via the electronic address, which you specified.
- 11) Unless otherwise agreed to in writing with CTA, your agreement with CTA will always include, at a minimum, the Terms of Use 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 of Use Agreement resulting directly or indirectly from any acts of nature, terrorism or causes beyond its reasonable control.
- 14) The Terms of Use 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

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. By inviting the child or the user, co-parents are responsible for their use.

3. Provision of the Services by CTA

- 1) CTA is 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 provides 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 "Terms of Use" does not in any way obligate CTA to provide free co-parent service(s). At any time, CTA may change its pricing. All pricing changes and new product pricing will be provided in recognition of the needs and requirements of the co-parent or user.
- 3) As part of continuing innovation, you acknowledge and agree that CTA 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 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 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 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 may suffer) of any such breach.

6. **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 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 by the owners of that Content, in a separate agreement.
- 3) You agree that you are solely responsible for (and that CTA 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 may suffer) by doing so.
- 4) You acknowledge and agree that CTA owns 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, nothing in the Terms gives you a right to use any of CTA 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, trademark or patent 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, 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 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 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 has no control over any websites or resources that are provided by companies or persons other than CTA.
- 11) You acknowledge and agree that CTA is 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 is 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 may make changes to the Terms from time to time. When these changes are made CTA 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 will treat your use as acceptance of the updated Terms.

7. Refund Policy

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

- 2) CTA will not refund any co-parent/user, professional or employer payment(s), for services purchased on CTA's website, which CTA owns or provided directly to the purchasing co-parent/user, professional or employer, unless as agreed to as policy, warrantee or guarantee. CTA does solely maintain the unfettered right and reserves such right to refund a payment if CTA has exhausted all reasonable opportunities to resolve the issue and deems it appropriate to do so. However, Section 7 "Refund Policy" in no way obligates CTA to refund payment, in full or in part, for any reason whatsoever, unless agreed to, prior to the purchase of the said product.