

# Terms and Conditions

**Effective Date:** December 26, 2021

These terms and conditions (the "Terms and Conditions") govern the use of <https://platform.modelsmart.ca> (the "Site"). This Site is a web application owned and operated by ModelSmart Inc.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## Disclaimer

This Site including all calculations, financial metrics, graphs and analyses ("Platform") are designed to be used for informational and educational purposes only and do not constitute investment or financial advice. ModelSmart Inc. recommends that you seek the advice of professional and independently verify any calculation or output obtained from the Platform. Your use of this Site and the Platform is at your own risk. The results from the Platform may not reflect the actual return of your own investments. ModelSmart Inc. is not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the information provided by the Platform. Furthermore, ModelSmart Inc. is not responsible for any human or mechanical errors or omissions.

## Intellectual Property

All content published and made available on our Site is the property of ModelSmart Inc. and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

## Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;

- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive;
- Uploading any illegal or irrelevant files;
- Sharing an account with any person or party other than the original account holder; or
- Any actions which constitute a Denial-of-Service Attack or any actions which intentionally impede access to the platform

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

## **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

## **Sale of Goods and Services**

These Terms and Conditions govern the sale of goods and services available on our Site. The following goods and services are available on our Site:

- Digital subscription to ModelSmart financial modelling platform

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

Subscriptions can be cancelled at any time by pressing "Cancel your Membership" in the "Membership" section of "User Settings". Upon cancellation, your membership will remain active for all time that has been already paid. If you have any issues, please contact us at [billing@modelsmart.ca](mailto:billing@modelsmart.ca).

## Free Trial

We offer a 7-day free trial that begins when users register for a new account.

At the end of your free trial, you will automatically be billed at our monthly subscription rate for the selected membership tier as well as sales tax (if applicable). Advertised rates do not include local sales taxes. If you do not want to be billed, you will need to cancel your subscription before your free trial ends.

The free trial can be cancelled at any time by pressing "Cancel your Membership" in the "Membership" section of "User Settings". If you have any issues, please contact us at [billing@modelsmart.ca](mailto:billing@modelsmart.ca).

## Payments

We accept the following payment methods on our Site:

- Credit Card

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Limitation of Liability**

ModelSmart Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless ModelSmart Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the Province of Ontario.

## **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

## Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

ModelSmart Inc.  
1 King Street W, Suite 4800 – 155  
Toronto, ON M5H 1A1 Canada  
Email: [contact@modelsmart.ca](mailto:contact@modelsmart.ca)

You can also contact us through the feedback form available on our Site.

