

# GREYSTONE IMMIGRATION

**GREYSTONE IMMIGRATION INC.**

**(“Greystone Immigration”)**

## **DISCLAIMER**

*Disclaimer: Thank you for visiting the Greystone Immigration website. The content on this site is for informational and/or educational purposes only and is not intended to offer legal or consulting advice. You should not rely upon any material presented on this site as a substitute for legal, or other professional advice. If you have a specific question regarding a particular immigration issue, you should consult with one of our professional team members. Transmitting information on this website does not create a client relationship between you and Greystone Immigration Inc. Any communication via the Internet through this website is not intended in part or whole to create a client relationship between Greystone Immigration website and any recipients. Please be aware that sending an email to our firm does not itself create a client relationship. Furthermore, please be advised that Greystone Immigration Inc. cannot represent you unless you and our firm have expressly agreed in writing in the form of a signed “Retainer Agreement” with our firm.*

## **TERMS AND CONDITIONS**

*Last updated: July 9<sup>th</sup>, 2021*

*Please read these terms and conditions carefully before using Our Service.*

### **I. Acceptance of These Terms and Conditions**

These terms and conditions (the "**Agreement**") set forth the general terms and conditions of your use of the Greystone Immigration website, [www.greystoneimmigration.com](http://www.greystoneimmigration.com), including any of its subdomains (the "**Website**" or "**Service**") and any of its related products and services (collectively, "**Services**"). These Terms and Conditions are legally binding between you (the "**User**", "**you**" or "**your**") and this Website operator (the "**Operator**", "**we**", "**us**" or "**our**"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions herein. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

## **II. Modification of These Terms**

Greystone Immigration reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement, at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with this Agreement, Greystone grants you a personal, non-exclusive, not-transferable, limited privilege to enter and use the Website.

## **III. Content Disclaimer**

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Postings on our website are made and/or updated at such times as Greystone Immigration determines in its sole discretion. You should not assume that the information contained in our Website has been updated or otherwise contains current information. Greystone Immigration does not review past postings to determine whether they remain accurate, and information contained in such postings may have been superseded. THE INFORMATION AND MATERIALS IN OUR WEBSITE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS, AND CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS MAY BY CHANGED FROM TIME TO TIME WITHOUT NOTICE.

## **IV. Links to Other Resources**

Our Website may contain links to websites owned or operated by parties other than Greystone Immigration. Such links are provided for your reference and convenience only. Greystone Immigration does not monitor or control outside websites and is not responsible for their content. Greystone Immigration's inclusion of links to an outside website does not imply any endorsement of the material on our Website or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator, or sponsor, nor does Greystone Immigration's inclusion of the links imply that Greystone Immigration is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website.

We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on Website. Your linking to any other off-site resources is at your own risk.

## **V. Privacy**

Greystone Immigration's Privacy Policy applies to use of this Website, and its terms are made a part of this Agreement by this reference. To view our Privacy Policy, [click here](#). Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or

intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

#### **VI. Cookies**

We employ the use of cookies. By accessing [www.greystoneimmigration.com](http://www.greystoneimmigration.com) and any of its subdomains you agreed to use cookies in agreement with Greystone Immigration's Privacy Policy.

#### **VII. Acceptable Use Policy**

In addition to other terms as set forth in this Agreement, you are prohibited from using the Website and Services or content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

#### **VIII. Enforcement of Acceptable Use Policy**

We reserve the right to review and investigate your use of the Website and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate this Agreement or otherwise create liability, loss, or damage for us, our Website visitors, or a third party. Such action may include, but is not limited to, initiating proceedings to recover any losses, and reporting you to law enforcement authorities.

#### **IX. International Use and Compliance**

Due to the global nature of the internet, you understand and agree that it is your responsibility to ensure that your use of the Website complies with all local, international, and other laws that may apply. In addition

#### **X. Modification of Website**

We reserve the right to modify, add to, suspend, or terminate all or part of the Website or Services at any time with or without providing prior notice to you. This includes the right to create limits on our visitors' use of the Services and data storage. You agree that we are not liable for using or enforcing the rights stated in this paragraph. Unless we indicate otherwise, any future modifications of the Website are subject to these Terms.

#### **XI. Support or Maintenance**

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

## **XII. Rights and Ownership**

Unless otherwise stated, Greystone Immigration and its permitted licensors own all intellectual property rights on the Website and its contents. These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other distinctive brand features displayed on the Website or Services, including the compilation of any of the foregoing items. Except for the limited rights granted by this Agreement, neither this Agreement nor your use or access to the Website give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by this Agreement, which does not grant any implied licenses. All copyrights, trademarks, and other intellectual property notices on the Website or Services must be retained on all copies thereof. You may not public, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Website or Services without our express prior written consent or the consent of any third-party owners of the content. Website content is not for resale under any circumstances.

## **XIII. "AS IS" and "AS AVAILABLE" Disclaimer**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH ANY PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE OUR SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICES, INCLUDING CONTENT WITHIN THE SERVICES, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

## **XIV. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GREYSTONE IMMIGRATION, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, SALES, GOODWILL, USE OF CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED AS TO

THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE OPERATOR AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS RELATING TO THE SERVICES WILL BE LIMITED TO AN AMOUNT GREATER OF ONE DOLLAR OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU TO THE OPERATOR FOR THE PRIOR ONE MONTH PERIOD PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

#### **XV. Indemnification**

You agree to defend, indemnify, and hold Greystone Immigration and its operators, affiliates, directors, officers, employees, agents, supplies and licensors harmless from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising from or related to your use of our Website.

#### **XVI. Termination and Modification**

We may suspend or terminate your access to the Website at any time and for any reason or no reason at all, with or without notice, at our sole discretion. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

#### **XVII. Governing Law; Dispute Resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising thereout shall be governed by the substantive and procedural laws of Alberta, Canada without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Canada. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Alberta, Canada, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement.

#### **XVIII. Severability**

If any provisions of these Terms are held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **XIX. Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

#### **XX. Contact Us**

If you have any questions about these Terms and Conditions, you can contact us:

- a) By Email: [info@greystoneimmigration.com](mailto:info@greystoneimmigration.com)
- b) By Telephone: +1 780 203 4161