

Terms of Service

Welcome to BizWize! The present Terms of Service applies to your use of the BizWize Inc.'s ("BW" or "BizWize") website located at www.bizwize.ca (the "Website"), Remote Desktop Services ("RDS") and to your purchase and/or use of BizWize's financial accounting, bookkeeping and/or consulting services (the "Services"). These Terms of Service (the "Terms") govern your access to and use of the Website, RDS and Services. By using the Website or the Services you affirm that you are at least 18 years old and that you consent to the present Terms. If you violate or do not agree to these Terms, your use of the Services may be suspended or terminated at any time at the sole discretion of BW. Additional terms and conditions may apply to some services offered on the Website. The terms and conditions for such services will be listed on the Website from time to time and are incorporated into these Terms of Service by reference.

1. About the Service

- 1.1. BizWize is a service provider offering a variety of bookkeeping and financial accounting services throughout Ontario, Canada (the "Services"). We have offered management and accounting solutions for small business for over 20 years. We specialize in Accounting Services, Business Startup & Incorporations, Human Resources, Compliance and Policy and Software Training. A full list of the Services provided by BW can be viewed through this link: <https://bizwize.ca/services/>
- 1.2. Individuals and business representatives (the "Client" or "you") can purchase Services from BW directly or through the Website contact form. To the extent permitted by applicable law, BW reserves the right to deny or terminate Services to any Client at our discretion.
- 1.3. Clients can also request Services from BW by contacting us at info@bizwize.ca or 289-221-2650. Upon receipt of a service request, BW will endeavour to respond within 48 hours.

2. User Accounts

- 2.1. Clients have the option of accessing our inhouse accounting software through RDS, or using a dedicated cloud-based accounting software subscription provided by BW through an accredited accounting software provider (an "Account"). In order to create an Account, you will need to provide your name, email, address, credit card information, and choose a unique username and password (the "Credentials"). By creating an Account, you acknowledge and agree that you will (1) provide true, accurate, current and complete information about yourself; (2) maintain and promptly update your Credentials to keep them true, accurate, current and complete; and (3) make timely payment for the software subscription or enter valid payment information (if required).
- 2.2. We recommend letting BizWize handle your Account updating and editing. Within an Account you can, if you prefer, update and edit your financial records, including but not limited to entering, modifying or deleting accounting entries, payments, deposits and payroll transactions. You are strongly encouraged to discuss and clarify your expectations and anticipated level of involvement of both parties with regards to your Account prior to engaging our Services. If the client elects to independently update or edit the records in the accounting software, this could affect the plan, pricing, and fees with BW as well as BW's scope of Service and level of responsibility to the Client. Users may only create one Account per individual or corporation. You must at all times provide accurate and truthful information regarding your identity when creating an account and may not create an Account for another individual without their explicit written permission. BW reserves the right to suspend or cancel an Account at its sole discretion at any time and for any reason upon notice to you.
- 2.3. You are responsible for updating your Account access passwords regularly. It is strongly recommended that passwords or login information or any other confidential information not be shared by email unless encrypted. BW reserves the right to update client RDS account access passwords regularly and will only share passwords or login information by email using a password protected document.
- 2.4. You may cancel your Account at any time by contacting us by email at info@bizwize.ca or by phone at 289-221-2650 (Mon-Fri 8AM-8PM, Sat-Sun 9AM-5PM) subject to our Refund Policy. BW also reserves the right to suspend or end the Services if you are found to be in breach of this Terms of Service, or for any other reason subject to this Terms of Service.

3. Provision of Services

3.1. Client Responsibility:

- 3.1.1. Our services will not result in an expression of opinion or any other form of assurance on the financial information or draft financial statements that you, or we, upon your instruction, provide to your accountant, nor do our services, guarantee that all statutory, audit or tax requirements are met. You are encouraged to obtain legal advice concerning any statutory, contractual, tax or audit requirements.
- 3.1.2. It is understood and agreed that:
 - a. You will provide us with accurate and complete information necessary to compile your financial books and records;

- b. The responsibility for the accuracy and completeness of the representations in the financial books and records, HST, Payroll, WSIB and other personal, business or corporate filings remains with you;
- c. The responsibility for filing deadlines (including but not limited to HST, WSIB, Tax Returns, Payroll, RZ forms, T5018's and ROE's) remains with the Client, unless the Confirmation of Service explicitly states that BW will prepare and submit these filings on behalf of the Client. In the event that BW fails to file any submission of the Client that is BW's responsibility, the Client agrees that reimbursement by BW to the Client will be limited to the amount of the interest and penalties charged by the CRA or WSIB, subject to the Limitations to Liability and Indemnification contained hereinbelow.
- d. The financial books and records may either lack disclosure required by, or otherwise not be in accordance with an applicable financial reporting framework;
- e. Uninformed readers may be misled unless they are aware of the possible limitations of the financial books and records and our limited involvement therein;
- f. The engagement of BW's Services cannot be relied upon to prevent or detect error and fraud or other irregularities. The responsibility for the prevention and detection of error and fraud and other irregularities must remain with business stakeholders and management.

3.2. Working Papers:

3.2.1. The working papers, files, reports, templates, forms, and work created, developed or performed by BizWize, physical or digital, during the course of the Services are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.

3.2.2. If financial records are produced by BW using software or a software subscription directly owned and/or managed by the client, such content remains the responsibility and property of the Client.

3.3. All prices are shown in Canadian dollars (and are exclusive of applicable taxes and shipping costs).

3.4. BW accepts no liability to complete any transaction which cannot be cleared by BW's payment processor, whether due to insufficient funds or otherwise. If such situation occurs, you will receive an error message and the transaction will be denied. Moreover, we may suspend your access to your Account and contact you to provide valid alternative credit card information. Such suspension shall not relieve you from your obligation to pay any fees owed to us.

3.5. We do not currently provide our Services to every region in Canada. To find out if we provide our Services in your area, please contact us at info@bizwize.ca.

3.6. Upon receipt of a Client Service request by phone, email, or otherwise (a "Client Request"), BW will send you an email detailing the Services to be provided and associated fees (the "Service Confirmation"). Your Client Request is only considered accepted upon your receipt of a Service Confirmation.

3.7. BW considers a Service to be complete upon BW fulfilling all requested deliverables confirmed between the Client and BW through a Service Confirmation. You are responsible for ensuring the completeness of the Services provided to you and to inform BW no more than seven (7) days following completion of the Services of any perceived default or concern or if you are in any way dissatisfied with the Services (a "Default Notice"). Timely receipt of the Default Notice is essential to allow BW the opportunity to view and investigate an alleged default, and failure to provide the Default Notice within seven (7) days may result in your claim being dismissed at no cost to BW in its sole discretion. In the event BW is providing its Services on an ongoing basis, you must inform BW of a perceived default or concern regarding the Services within fifteen (15) days' from when such perceived default became reasonably discoverable or from the date on which such concern first arose.

3.8. BW may occasionally offer new or existing Clients a promotional offer in connection with their use or potential use of the Services (a "Special Offer"). The terms of a Special Offer shall be contained or otherwise transmitted therewith and otherwise governed accordingly.

4. Fees

4.1. The fees payable in connection with any Services (the "Fees") will be specified on the Website or on an invoice provided to the Client prior to the commencement of Services. Fees will also be specified on the Service Confirmation provided by email to the Client.

4.2. Upon engagement, a one-time fee (plus applicable taxes) will be immediately due and payable (the "Engagement Fee"). The Engagement Fee will be confirmed by BW in a Service Confirmation and related invoice. The Engagement Fee includes an initial meeting/consultation at the BW premises and a general file set up fee. Additional fees will be applicable if a customized Chart of Accounts or modification of an existing Chart of Accounts is required.

4.3. A quotation for monthly, quarterly or annual services will be provided upon request, and, if accepted by the Client, will be subject to a monthly office disbursement fee equivalent to eight percent (8%) of the rate or fee charged.

4.4. Travel rates and other disbursements, where applicable and agreed upon in advance by the parties, will be billed additionally.

4.5. Other fixed rates include but are not limited to:

- a- Preparation and electronic filing of annual T4's;
- b. Preparation and electronic filing of ROE's;
- c. Preparation and electronic filing of T5018's;

4.6. Costs of Responding to Government or Legal Processes:

- 4.6.1. In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of document and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our then-current rate, as specified in a Service Confirmation and/or invoice, for the time we expend in connection with our response, and to reimburse us for all of our out-of-pocket costs (including applicable taxes) incurred.
- 4.6.2. The preparation of records and submissions related to a CRA or WSIB audit, appeal or review will be subject to the quoted hourly rate (plus applicable taxes), and a retainer may be required. You agree that BizWize cannot guarantee the outcome of any CRA or WSIB audit, appeal or review and you acknowledge that you will be solely responsible for any principle amounts owing to the CRA or WSIB, as well as for any interest or penalties charged by the CRA or WSIB.
- 4.7. In the event of any discrepancy, other than a pricing discrepancy, between the Services listed on the Website and those listed on a Service Confirmation or elsewhere, the Services listed on the Service Confirmation shall prevail and the other listing shall be duly amended upon notice to BW of the discrepancy. All Fees are denominated in CDN dollars and are exclusive of any applicable taxes.
- 4.8. Fees may be paid by way of e-transfer, check or credit card. You represent and warrant that you are authorized to use the payment method you designate to BW. You authorize BW to charge your designated payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid or is otherwise not acceptable, the Services you have ordered may be suspended or cancelled.
- 4.9. In the event that any cheque, deposit, and/or financial instrument is rejected by BW's financial institution, you acknowledge and agrees that BW shall invoice you in the amount of \$50.00 for all fees and administrative time associated with the rejected cheque and/or financial instrument. We reserve the right to suspend our services or to withdraw from engagement in the event of such delinquency. You agree to reimburse BW for any fees or costs, including lawyer's fees, it incurs to collect an unpaid balance due.
- 4.10. All disbursements, including but not limited to subscription fees, mailing, and shipping costs, incurred in the execution of the Services shall be in addition to the stated Fees paid to BW. BW's invoices for Fees and disbursements shall be paid upon receipt. However, if any amount remains unpaid 30 days after the date of an invoice, it is agreed that the unpaid portion shall bear interest at the rate of 12% per annum, calculated from the date of the invoice.
- 4.11. BW may from time to time accept alternative payment methods not listed herein. Acceptance of alternative payment methods is at the sole discretion of BW. Instructions for alternative payment options will be listed on the Website when available, which availability may be withdrawn by BW at any time or from time to time at BW's sole discretion.
- 4.12. In the event of an error in connection with the pricing or charging of any Services, BW reserves the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the purchase and refund any amount charged. Your sole remedy in the event of a billing error is to obtain a refund for the excess amount charged. To be eligible for such refund, you must provide notice of any such error within 30 days of the date of the billing statement in which such error first appeared.

5. Processing of Client Payment

All Client payments for Services must be paid immediately upon request or within 30 days from the date of receipt of an invoice from BW. Payments may be processed through a third-party payment processing service from time to time. Clients shall make all payments in accordance with the fees, charges, and billing terms in effect at the time Fees are due and payable. BW reserves the right at any time to change its prices and billing methods, either immediately upon posting on the BW website or by email delivery to you.

6. Taxes

You take sole responsibility for the payment of any sales tax and any related penalties or interest to the relevant tax authority if you fail to pay the sales tax for the Services (the "Sales Tax"). You hereby indemnify BW for any liability or expense we may incur in connection with such Sales Taxes. You may be required to provide BW with evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that BW is permitted to pass to its Clients, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

7. Cancellation Policy

Clients may cancel a Client Request at any time prior to receipt of a Service Confirmation from BizWize. Following receipt of a Client Request, an order may only be cancelled in accordance with BW's Refund Policy, described below.

8. Termination of Agreement and Refund Policy

BW reserves the right to terminate any Services for any reason at any time, including the ending of services that are already underway. If any payment processing request is rejected at any time for any reason, the Services shall be immediately terminated and you will be notified of the termination within twenty four (24) hours. No refunds shall be offered where a Service is deemed to have been completed by BW in its sole discretion. Any monies that have been paid to BW which constitute payment in respect of the provision of unused Services may be refunded at your request up to twenty four (24) hours prior to the Service delivery time stated on a Service Confirmation. Refunds may also be available on a case by case basis at BW's sole discretion by contacting info@bizwize.ca.

9. Limited License for Website

Except as otherwise provided, subject to your compliance with these Terms of Service, and in consideration of your adherence to these terms and payment of any applicable Fees, BW grants to you a revocable, personal, non-exclusive, non-assignable and non-transferable license for personal, non-commercial purposes, except where explicitly provided otherwise, to (i) access the BizWizes Website (ii) cause the Website to be displayed from a computer and/or mobile device and (iii) use the Website, solely as permitted under these Terms of Service (the "License"). BW and its affiliates and licensors reserve all rights not expressly granted to you in these Terms of Service. Your rights herein are only as described above for this limited License. The License granted under this Section may be terminated by BW for any reason at BW's sole discretion.

10. Remote Computer Access

- 10.1. In order to provide certain Services, including but not limited to problem troubleshooting and online bookkeeping record updates, the Client may request or require BizWize's staff to access the Client's computer through an online remote-access software tool. BizWize will never access a Client's computer without the Client's prior written consent. Should consent be granted for BizWize to remotely access a Client computer, it is the Client's responsibility to uninstall the remote-access software tool once the Services are rendered as confirmed in writing by BizWize.

11. Use of BizWize Website and Account

When accessing or using the BizWize Website and/or your user Account, you agree that you will not violate any law, contract, or intellectual property or act in any way which may cause harm to BizWize or another Client. All users of the Website and user Account must adhere to BW's safe use standards, including but not limited to:

- 11.1. No unauthorized use of the BW Website;
- 11.2. No using the Website to transmit unsolicited commercial emails or other messages through the BW Website;
- 11.3. No copying of the content of the BW Website or any of its underlying source code;
- 11.4. No removing, altering, or obscuring any copyright or other proprietary notices of BW or its affiliates or licensors in any portion of the BW Website;
- 11.5. No uploading to the Website of any content or material which may harm, injure, damage, or otherwise risk the safety, wellbeing, or commercial operations of a Client or of BW, or that contains any virus, malware, or other malicious coding;
- 11.6. No obscuring or disabling any content that appears on or through the BW Website;
- 11.7. No copying or collecting data from the BW Website or using the Website to in any way attempt to collect data or breach the security of Website users; and
- 11.8. No violating of any requirements, policies, procedures or regulations of a third party service which is connected to the BW Website;

(the "Safe Use Standards")

If you violate any of the foregoing, BW reserves the right to suspend or terminate your access to and use of the BW Website and/or the Services immediately without notice. BW also reserves the right to pursue any remedy it deems appropriate under the circumstances if you are found to be in violation of our Safe Use Standards.

12. Use of BizWize Services

12.1. Definitions:

12.1.1. For the purposes of this Section 12, the following definitions shall apply:

- a. "Business/Service Interruption" means any delay or stoppage to the Services forced upon BW by reasons which could not have been reasonably foreseen or prevented;
- b. "Computer Security" means the programs and software BW utilizes to protect its and its Client's Data;
- c. "Cyber Extortion" means any direct or indirect attempt to coerce BW or its representatives through online or electronic

- means into any form of exchange to prevent a threatened action by the coercing party;
- d. "Data" means any electronic information, text, or code in the possession of BW.
 - e. "Data Asset" means any electronic information, text, or code provided by the Client or created by BW further to the provision of its Services;
 - f. "Force Majeure" includes, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services;
 - g. "Information" includes Personally Identifiable Information, Data, Data Assets, and any other documentation which could be reasonably foreseen as having intrinsic or economic value to the Client and/or BW;
 - h. "Malicious Code" means any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system.
 - i. "Personally Identifiable Information" means any information that alone or in combination with other information held by BW can be used to specifically identify a Client;
 - j. "Security Breach" means any compromise of BW's personal or corporate accounts, computers, or any other password-protected information, that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to protected data transmitted, stored or otherwise processed

12.2. BizWize takes our Client's security extremely seriously. While we endeavour to take every reasonable precaution to protect our Client's information, certain events outside of our control, including but not limited to cyber extortion, hacking, business/service interruptions, and force majeure events, may result in the disclosure, damage, or destruction of such information and further subsequent damage. In such event, BW shall not be held responsible or liable for any theft, damage, loss or unauthorized disclosure of personally identifiable information or third party information or business or tax records or any other information or records that are in the care, custody or control of BW. Further, in such event, BW shall not be held liable or responsible for any Client inability to access a data asset or business service interruption that is a direct or indirect result of:

- a. The alteration, corruption, destruction, deletion, or damage to data stored on BW computer systems;
- b. Data loss, damage or Inability to access a data asset and/or intellectual property infringement that is caused by a failure of computer security to prevent a security breach;
- c. Data loss, damage or Inability to access a data asset or business/service interruption due to corruption of the data as a result or unforeseen or reasonably unpreventable computer hardware, software or firmware failure;
- d. Data loss, damage or Inability to access a data asset or business/service interruption due to satellite or internet failure;
- e. The failure to prevent transmission of malicious code from BW computer systems to computer or network systems belonging to a client of BW or related third party;
- f. The failure to prevent a loss or threat caused by cyber extortion.

12.3. BizWize shall not be held responsible or liable for any damage or loss to a Client's data, data assets, intellectual property, or physical records or documentation which result from a force majeure event.

12.4. BizWize offers all Clients the option of annual or quarterly data backups to CD or DVD. In the event the Client refuses or otherwise does not consent to such data backups, BW shall not be held liable or responsible for the retention of the Client's data.

13. Intellectual Property Rights

Unless otherwise indicated, the BW Website and all content, materials, information, functionality and other materials displayed, performed, contained or available on or through the BW Website, including, without limitation, the BW logo, and all designs, text, graphics, pictures, information, data, sound files, images, illustrations, software, other files, and the selection and arrangement thereof (collectively, the "Materials") are the proprietary property of BW or its affiliates or licensors, and are protected by Canadian and international copyright laws and other intellectual property rights laws.

14. Trademarks

BizWize, www.bizwize.ca, and other BW graphics, logos, page headers, buttons, icons, scripts, and service names are trademarks of BW, and may not be copied, imitated, or used, in whole or in part, without BW's prior written consent. All other registered trademarks and service marks are used for reference purposes only, and remain the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply an endorsement, sponsorship or recommendation by BW.

15. Communications

BW reserves the right to contact you from time to time for feedback regarding the Services. BW will also contact any Website user who files a complaint with BW regarding a representative of BW or the Services overall. Notices to users will be deemed effective at the time they are sent by BW or as of the date they are posted on the Website.

16. Maintenance and Support

BW is solely responsible for providing any maintenance and support services with respect to the Website when required from time to time or as required under applicable law. If you notice a problem or error on the Website you can report it to info@bizwize.ca.

17. Third Party Terms of Agreement

You must comply with applicable third party terms of agreement when using the services of a third party contracted by BW.

18. Limitation of Liability

- 18.1. BIZWIZE TAKES CLIENT SECURITY AND PRIVACY VERY SERIOUSLY. WE UTILIZE A NUMBER OF PRECAUTIONS INCLUDING MANAGED IT SERVICES, REMOTE MONITORING SOFTWARE, EXTERNAL BACKUPS, AND COMPUTER FIREWALLS. HOWEVER, BIZWIZE CANNOT AND SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY CAUSED DIRECTLY OR INDIRECTLY BY A DATA BREACH OR ANY OTHER LOSS OF CLIENT DATA WHICH WAS OUTSIDE OUR CONTROL. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLIENT DATA, WHETHER IN ELECTRONIC OR PHYSICAL FORM, AND REGARDLESS OF WHETHER SUCH DATA WAS PRODUCED BY BIZWIZE OR PROVIDED BY THE CLIENT.
- 18.2. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EXCEPT FOR A BREACH OF THIS TERMS OF SERVICE, IN NO EVENT WILL BIZWIZE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR LIKE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, DAMAGE TO PERSONAL PROPERTY, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO (1) YOUR USE OR INABILITY TO USE BW'S SERVICES, (2) YOUR USE OF BW'S ONLINE PROPERTIES, THE BIZWIZE WEBSITE, (3) REMOTE SERVICES PROVIDED BY BW, (4) TERMINAL SERVICES, (5) YOUR USE OF SOFTWARE, FIRMWARE, OR ANY OTHER SERVICES OR THIRD-PARTY SERVER ACCESS PROVIDED BY BIZWIZE, OR (6) FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH BW, ITS CONTRACTORS, STAFF, AGENTS, OR REPRESENTATIVES HOWEVER CAUSED.
- 18.3. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OTHER THAN IN THE EVENT OF A FINDING OF GROSS NEGLIGENCE BY AN ONTARIO COURT, BIZWIZE'S TOTAL LIABILITY TO YOU SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL AMOUNT OF ALL MONIES PAID BY YOU TO BIZWIZES.**
- 18.4. WITHOUT LIMITING AND IN ADDITION TO THE FOREGOING, NEITHER BIZWIZE NOR ANY OF ITS AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, LICENSORS, EMPLOYEES, CONTRACTORS OR REPRESENTATIVES (COLLECTIVELY, THE "BW PROVIDERS") REPRESENT OR WARRANT (I) THAT THE SERVICES PROVIDED BY BIZWIZE WILL MEET YOUR REQUIREMENTS OR BE ERROR FREE; (II) THAT THE BIZWIZE WEBSITE, MATERIALS OR SERVICES SOLD THROUGH THE BIZWIZE WEBSITE WILL ALWAYS BE AVAILABLE OR WILL BE UNINTERRUPTED, ACCESSIBLE, TIMELY, RESPONSIVE OR SECURE, or (III) THAT YOUR EXPERIENCE WITH BIZWIZE'S SERVICES WILL MEET YOUR INDIVIDUAL EXPECTATIONS.

19. Indemnification

- 19.1. YOU AGREE TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS BIZWIZES, ITS PARTNERS, LICENSORS, AFFILIATES, CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "BW PARTIES") FROM ALL DAMAGES, LOSSES AND EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM (A) ANY NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT BY THE CLIENT, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, INCLUDING, WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, THE MISUSE OF, OR THE UNAUTHORIZED DISSEMINATION OR MISREPRESENTATION OF FINANCIAL BOOKS AND RECORDS OR ANY OTHER WORK PRODUCED ON YOUR BEHALF BY BIZWIZE INC., (B) YOUR USE OF BW'S SERVICES OR PRODUCTS, (C) ANY BREACH OF THESE TERMS OF SERVICE BY YOU, AND/OR (D) YOUR VIOLATION OF ANY LAW OR OF ANY RIGHTS OF ANY THIRD PARTY.
- 19.2. BIZWIZES RESERVES THE RIGHT, AT ITS OWN COST, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH BW IN ASSERTING ANY AVAILABLE DEFENSES. YOU AGREE THAT THE PROVISIONS IN THIS SECTION WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT, THE TERMS OF SERVICE, OR YOUR ACCESS TO THE BW WEBSITE.

20. BizWize's Name and Address

BW's contact information for any end-user questions, complaints or claims with respect to BW's Website is info@bizwize.ca.

21. Availability

- 21.1. Unless otherwise stated, this website is only available within Canada, or in relation to postings from Canada. All advertising is intended solely for the Canadian market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of BW. BW does not warrant that your access to the Website will be uninterrupted, timely or error free, although it is provided to the best ability.
- 21.2. BW attempts to make every effort to ensure that the content on the Website (the "Content") is complete and current.

However, BW does not warrant the quality, accuracy or completeness of Content on our Website. Such information is provided "as is" without warranty or condition of any kind. This Website may include inaccuracies, typographical errors, errors or omissions. Such errors, inaccuracies, typographical errors or omissions may relate to price or to product description or availability. In no event shall BW be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of Content available on the Website.

22. General

- 22.1. This Terms of Service will be governed by and construed in accordance with the laws of the Province of Ontario, without regard to any conflict of laws or rules or principles which might refer to the governance or construction of the Terms of Service to the laws of another jurisdiction. Any action by or against either party arising out of the Terms of Service or the execution or performance thereof shall only be brought before and settled by the court of the province of Ontario, Canada and to that effect the Parties herein elect domicile in the city and district of Toronto, Province of Ontario;
- 22.2. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.
- 22.3. Failure of BW to enforce any of the provisions set out in these Terms or failure to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or any part thereof, or the right thereafter to enforce each and every provision.
- 22.4. This Terms of Service is not to be assignable except as may be contemplated hereunder but will endure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.
- 22.5. Notwithstanding any other provisions of this Terms of Service, you acknowledge and agree that BW may obtain an injunction or other appropriate relief against you if you contravene or fail to comply with any provision of this Terms of Service in any way and you further agree that the provisions of this paragraph may be pleaded against you by way of estoppel or defence to a claim by you that an injunction or other appropriate relief should not be granted.
- 22.6. These Terms shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of BW.
- 22.7. By using the BW website, purchasing any items through BW, or using BW's services you acknowledge and agree that you (i) have had sufficient time to review and consider this Terms of Service thoroughly; (ii) has read and understands the terms, the nature and the consequences of this Terms of Service and the obligations hereunder; (iii) have been given an opportunity to obtain independent legal advice concerning the interpretation and effect of this Terms of Service.

23. Notification of Changes

BW reserves the right to change these Terms from time to time as it sees fit and the continued use of the Website or Services will signify your acceptance of any adjustment to these Terms. If there are any changes in how BW uses Client's information, notification by e-mail or postal mail will be made to those affected by this change. In the event of any changes to services confirmed in a Client Request, a notification will be provided to the Client explaining the nature of the changes. You are therefore advised to re-read this statement on a regular basis.

Privacy Policy

Last updated: 31 January 2020

This Privacy Policy describes BizWize Inc. and its affiliates' policies for collecting, using, and disclosing your information. Clients can view BW's services, including but not limited to management and accounting services for small businesses (the "Service"), through our website www.bizwize.ca ("BW"), by phone, email, in-person, and through third parties. This Privacy Policy governs your access to the BW Service, regardless of how you access it, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses of data, content, and information ("Information") described in this Privacy Policy.

Herein, "BW" designates BizWize Inc. as well as its website www.bizwize.ca and the information systems that supports them.

Our Privacy Policy explains what Information we collect and why we collect it and how we use that Information. It is our policy to respect the privacy of our Clients regarding any Information that we may collect while using our Service.

1) Terms of the Policy

It is BW's policy to comply with the privacy legislation within our jurisdiction. This Privacy Policy covers only those activities that are subject to the provisions of Canada's federal and Ontario's provincial privacy laws, as applicable.

The rights and obligations contained in this Privacy Policy may not be available to all individuals or in all jurisdictions. You may contact our Privacy Officer for more information on this Policy.

2) Personal Information

The personal information BW collects includes:

- your name;
- physical address;
- phone number;
- email address and
- any other information in accordance with applicable legislation.

The business information BW collects includes:

- budgets and fiscal plans;
- financial reports;
- financial statements;
- past tax filings;

(the "Data")

To help us monitor and improve quality, we may collect your computer's Internet Protocol (IP) address, browser type, the web page visited before you came to our websites, information you search for on our websites, locale preferences, transactions date and time, operating system information, as well as metadata concerning your Data such as software of origin and typography.

BW will always seek Client consent before or at the time that we collect personal information. BW may collect information about you from a third party if you have consented to that third party to release your information. BW may also utilize the services of third parties and may receive personal information collected by those third parties in the course of the performance of their services. BW requires all third parties to provide confirmation that they are authorized to release your information.

3) Cookies

To ensure that our site is optimized for ease of use, we or our service provider(s) may use Cookies to collect standard information about your language preferences, when you visit the Site, your browser type and version, and other similar information. You can reset your browser to notify you when it has received a Cookie or refuse to accept Cookies. However, if you refuse to accept Cookies, you may limit your viewing and/or not be able to access all features on the site.

4) Authorized Disclosure of Data and Information

BW discloses personally-identifying information only to its employees, contractors and affiliated organizations that need to know that information to process it on BW's behalf or to provide the Services, and that have agreed not to disclose it to others. Some of those

employees, contractors and affiliated organizations may be located outside of Canada and/or outside your jurisdiction. By using BW's Services, you consent to the disclosure of such information to them.

Your personal information may also be used and disclosed:

- to comply with valid legal proceedings;
- to respond to a complaint or dispute;
- during an emergency situation where health or safety is at risk;
- to protect the rights of BW;
- to prevent fraud or abuse of BW or its Clients;
- to protect the safety of any individual from injury or death;
- where the personal information is publicly available; or
- with your consent.

Collected Information and Cookies may be used in aggregate form to assess how our Clients use our website, so that our partners may also understand how often people use our Services.

Unless specifically requested in writing, your corporation name may be cited in our Clients list. When you contact BW to obtain support, we may keep a record of your communication to help solve any issues you might be facing and reserve the right to publish it without any way to identify its origin, to help us support other Clients.

If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your Data and Information may be transferred as part of that transaction. We will notify you via email and a notice on our websites of any change in control or use of your Data or Information. We will also notify you of choices you may have regarding the Data and Information.

We may share aggregated, non-personally identifiable information publicly and with our partners, such as publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our Service.

You may change or withdraw your consent at any time, subject to legal or contractual obligations and reasonable notice by contacting our Privacy Officer in writing. BW may terminate any services to a Client immediately if that Client withdraws their consent.

5) Retention of Data and Information

We will retain your information for as long as needed to provide you the Services. Once your account is closed, your Data will be deleted automatically within 30 days. If you wish to cancel your account, you may request the account cancellation by contacting us at info@bizwize.ca.

We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion.

6) Third Party Applications

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be linked from our Services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

We may share your information with a third party application with your consent, for example for payment processing. We accept no responsibility or liability in respect of any third party. Please refer to the privacy policies published on any third party sites which you may access through our site before submitting personal information to them.

7) Enforcement

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities to resolve any complaints regarding the transfer of Data and Information that we cannot resolve with our Clients directly.

8) Security

The security of your Data and Information is important to us. We follow the generally accepted standards held within our industry to

protect the information submitted to us, both during transmission and once we receive it. We store our data on internal, external, and encrypted online servers, protected with firewalls, AV, malware protection, RMS, and multiple backup points. However, no method of electronic transmission or storage is 100% secure. Therefore, we cannot and do not guarantee its absolute security. Unless specific contractual arrangements are made with you, BW may process your Data on a server located outside your jurisdiction.

9) Privacy Officer

The Privacy Officer for BW is Angela Reinemo. Should you have any questions about this policy, including any complaints, you may contact our Privacy Officer at info@bizwize.ca.

10) Changes to This Privacy Policy

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit approval. We will post any privacy policy changes on our websites and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes). We will also keep archived versions of this Privacy Policy for your review.

11) Governing Law

This Privacy Policy is governed by the laws of the Province of Ontario and applicable laws of Canada and these laws apply to the use of the Services by you, notwithstanding your domicile, residency or physical location. The Services are intended for use only in jurisdictions where it may lawfully be offered for use.

12) Enforceability

If any term of this Privacy Policy is deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Privacy Policy and the remaining terms will continue to apply.

13) No Waiver

Failure of BW to enforce any of the provisions set out in this Privacy Policy or failure to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of this Privacy Policy or any part thereof, or the right thereafter to enforce each and every provision.

14) Agreement to Terms of Policy

By using the Website and/or providing information to us, you accept and agree to the collection and use of your personal information for the purposes described hereinabove.