

The Canadian Money Services Business Association

Terms of Use

The Canadian Money Services Business Association (“CMSBA”, “we”) makes certain services (“Services”) available on this website, subject to the following terms and conditions (“Terms”). These Services connect visitors, members, and industry professionals and include:

- information sharing and advocacy channels;
- compliance training;
- regulatory and industry news updates;
- a membership database;
- job listings;
- a member advocacy forum; and
- events.

By accessing this website and its Services, you agree to the Terms. If you do not agree, do not use this website or its Services. The CMSBA reserves the right to change these Terms, its website, and its Services at any time, at its sole discretion, without notice.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS AND THE CMSBA'S PRIVACY POLICY AND AGREE THAT MY USE OF THE CMSBA'S WEBSITE AND ITS SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THESE TERMS.

Rights We Grant You

The CMSBA grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the CMSBA website and its Services for personal, non-business use, subject to compliance with our policies.

Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a worldwide, royalty-free, and perpetual license to use that content for any purpose.

While we are not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services, or if we think your content violates these Terms. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Services.

The Content of Others

Much of the content on our website and its Services is produced by members, visitors, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it.

Although the CMSBA reserves the right to review or remove all content that appears on the website and Services, we do not necessarily review all of it. So we cannot—and do not—take responsibility or liability for any content that others provide through the website and its Services.

Responsibility for Your Account

In order to gain the benefits of the CMSBA's website and Services, you must register for a membership account. When creating a membership account, you must provide your real name and information and create and maintain a strong password.

You are responsible for any activity in relation to your membership account and all content you post. As a member, you must maintain accurate and up to date personal information. You must also refrain from:

- creating more than one account for yourself;
- creating an additional account if the CMSBA has disabled your previous account, unless you have the CMSBA's written permission to do so;
- creating an account for anyone other than yourself without permission;
- sharing your username and password or doing anything that might jeopardize the security of your account;
- transferring your account to anyone without first getting the CMSBA's written permission; and
- logging in or accessing the website and its Services through unauthorized third-party applications or unsafe networks.

The CMSBA may require you to provide proof of identity from time to time. Your inability, for any reason at all, to keep an updated account or provide the CMSBA with proof of identity upon a reasonable request, may, at the CMSBA's sole discretion, result in the suspension or termination of your account.

Personal Information: Privacy

Some of the information that you provide us with is Personal Information. "Personal Information" is information that can be used to identify a specific member or visitor. Please see our Privacy Policy to understand how we collect, process, store, and use your Personal Information. The CMSBA makes commercially reasonable efforts to store and maintain your information and account data in a secure operating environment that is not accessible to unauthorized persons, however, we cannot guarantee complete security and you agree that the CMSBA is not liable or responsible for any unauthorized disclosure of the information you have provided.

If you think that someone has gained access to your account, please contact the CMSBA immediately.

Service Providers agree to use such Personal Information only to the extent necessary to provide the Services requested. To the extent necessary, Service Providers may disclose Personal Information to a subcontractor provided the subcontractor is bound by substantially similar confidentiality and use terms regarding such Personal Information.

Restrictions on Use

The CMSBA strives to maintain a safe online community for visitors, members, and industry professionals. By using the CMSBA's website and its Services, you agree that you will not:

- use the website and its Services for any purpose that is illegal or prohibited in these Terms;

- use any robot, spider, crawler, scraper, or other automated means or interface to access website and its Services or extract other member's or visitor's information;
- use or develop any third-party applications that interact with the website and its Services or other members' or visitors' content or information without our written consent;
- use the website and its Services in a way that could interfere with, disrupt, negatively affect, or inhibit other visitors or members from fully enjoying the website and its Services, or that could damage, disable, overburden, or impair the functioning of the website and its Services;
- solicit our visitors, members, or associated industry professionals;
- use or attempt to use another member's account, username, or password without their permission;
- solicit login credentials from another member;
- post content that contains or links to pornography, graphic violence, threats, hate speech, or incitements to violence;
- upload viruses or other malicious code or otherwise compromise the security of the website and its Services;
- probe, scan, or test the vulnerability of the website and its Services or any system or network; or
- encourage or promote any activity that violates these Terms.

Intellectual Property

The information, materials, graphics, images, text, logos, layout, data, documentation and all content on this website ("Materials") are owned by the CMSBA or are licensed to the CMSBA by third parties and are protected by intellectual property laws.

You are not authorized to copy, distribute, transmit, upload, post or create derivative works of the Materials without the CMSBA's prior written consent. You may not modify the Materials. All proprietary notices must remain as originally represented on this website. Except as expressly set out in these Terms, the CMSBA does not grant any express or implied licenses to you under any patents, trademarks, copyright, trade secrets or other proprietary or intellectual property rights.

By using the website and its Services, you agree that you will not violate or infringe both the CMSBA and someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right.

Use of Materials

Any Materials that the CMSBA expressly makes available for downloading from this website may be governed by separate terms and conditions directly associated with the particular download. In the absence of any additional terms, the downloaded materials will be deemed to be a part of the website and its Services and are subject to these Terms.

Promotional Communications

From time to time, the CMSBA or Service Providers may send promotional communications about Services that may interest you via email. You can consent to receive promotional communications from the CMSBA either during registration or emailing info@canadianmsb.org.

You may opt-out of receiving promotional content at any time by using the unsubscribe mechanism in our emails.

Termination

You agree that these Terms will continue to apply until terminated by either (1) you or (2) the CMSBA.

(1) *Termination by you:* You may terminate these Terms at any time by deleting your membership account and discontinuing your use of the CMSBA's website and its Services.

(2) *Termination by the CMSBA:* You agree that the CMSBA can stop (either temporarily or permanently) providing all or part of website and its Services to you and may terminate your membership account and these Terms at any time, for any reason, including if we believe you have violated these Terms. For example, the CMSBA may deactivate your membership account due to prolonged inactivity, and may reclaim your username at any time for any reason. If the CMSBA terminates or suspends your access to website and its Services, you agree that the CMSBA will have no liability or responsibility to you. All licenses to you to use the website and its Services terminate upon termination.

Linking to the CMSBA's Website

The CMSBA permits anyone to link to this website. However, a website that links to the CMSBA website: (a) may link to, but not replicate, content contained in the website; (b) must not create a border environment, frame, or browser around content contained in the website; (c) must not present misleading or false information about CMSBA, its website, or its Services; (d) must not imply that the CMSBA is endorsing or sponsoring the linker or the linkers' services or products; (e) must not use the CMSBA logos or website design without prior written permission from the CMSBA; (f) must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages; (g) must not contain materials that would violate any laws; (h) must agree that the link may be removed at any time upon the CMSBA's request.

Links to Third-Party Websites

This website may provide links to third-party websites, which are not under the control of the CMSBA. The CMSBA provides such third-party links solely for your convenience and makes no representations about third-party websites. When you access a non-CMSBA website, you do so at your own risk. The CMSBA is not responsible for the reliability of any data, material, opinions, advice, or statements made on third-party websites.

Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless the CMSBA, our affiliates, directors, officers, volunteers, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your misuse and abuse of the website and its Services; (b) your content; and (c) your breach of these Terms.

Disclaimer

THE CMSBA WEBSITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE AND ITS SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE THE WEBSITE AND ITS SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT PROVIDED BY US OR ANY MEMBER OR VISITOR, OR INFORMATION YOU OBTAIN ON OR THROUGH THE THE WEBSITE AND ITS SERVICES WILL BE TIMELY, ACCURATE, OR COMPLETE.

THE CMSBA TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER MEMBER, VISITOR, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR WEBSITE AND ITS SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, FOR WHICH NONE OF WHICH THE CMSBA WILL BE RESPONSIBLE OR LIABLE.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CMSBA AND ITS MANAGING MEMBERS, AFFILIATES, AGENTS, AND VOLUNTEERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE AND ITS SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON OR THROUGH THE WEBSITE AND ITS SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF THE CMSBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Resolving Disputes

(i) Laws and Jurisdiction

The Terms and any dispute arising out of them will be governed by the laws of Ontario and Canada, without regard to its rules regarding conflict of laws. Any dispute or claim arising out of or in connection with the Terms or its formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Toronto, Canada.

(ii) Arbitration

You agree that you will resolve any claim, controversy, disagreement or dispute ("Dispute") you have with the CMSBA relating to or in connection with these Terms or the CMSBA's website and its Services in accordance with this Section.

The laws of the Province of Ontario will govern the Dispute, without regard to conflict of law provisions. Upon either you or the CMSBA providing notice of a Dispute to the other party, the parties will first attempt to resolve the Dispute through good faith negotiation for at least fifteen (15) days.

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any the CMSBA's intellectual property rights, any Dispute arising out of or relating to these Terms or the CMSBA's website and its Service shall be settled by binding arbitration before a single arbitrator and in accordance with the provisions of the *Ontario Arbitration Act*.

Any such Dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any Dispute of any other party. The arbitration shall be held in Toronto, Ontario, Canada, without giving effect to any principles that may provide for the application of the laws of another jurisdiction. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business or confidential information and will not be disclosed without the prior written consent of the party disclosing such information.

(iii) Waiver of Class Action Trial

For greater certainty and even if an action or proceeding is permitted to proceed in court, you hereby waive any right to a trial by way of a class action, in connection with any Dispute arising out of or related to these Terms or the CMSBA's website and its Services.

Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and will not affect the validity and enforceability of any remaining provisions.

Assignment

The CMSBA may assign any rights or obligations under these Terms or any part of them without restriction including without your consent.

You may not assign any rights or obligations under these Terms or any part of them without the CMSBA's prior written approval. These Terms shall inure to the benefit of permitted successors and assigns.

Entire Agreement

These Terms constitute the entire agreement between you and the CMSBA and supersede any prior agreements, whether written or oral, in relation to the subject matter. To the extent that

there is any conflict between any additional terms and conditions associated with the CMSBA, its website, or its Services and these Terms, the Terms shall control. If we do not enforce any particular provision, we are not waiving our right to do so later.

Amending the Terms

We may revise these Terms from time to time, the most current version on this page. We will notify you of an update either by posting it on the home page of our Website or by e-mailing you via the email associated with your account. By continuing to access or use the CMSBA's website and its Services after such notification has been provided, you agree to be bound by the revised Terms. Any new Services which are added to the website shall also be subject to the Terms. Any amendment to or waiver of these Terms must be made in writing and signed by us.

Reservation of Rights

The CMSBA reserves the right to seek all remedies available by law and in equity for any violation of these Terms. These Terms do not create or confer any third-party beneficiary rights. If the CMSBA does not enforce a provision in these Terms, it will not be considered a waiver. Any rights not expressly granted herein are reserved.