

Last Updated: October 21<sup>st</sup>, 2021.

**PLEASE CAREFULLY READ THESE GENERAL TERMS OF SERVICE BEFORE REGISTERING FOR A SPRING FINANCIAL ACCOUNT OR APPLYING OR SUBMITTING AN ORDER FOR A SPRING FINANCIAL PRODUCT OR SERVICE. THESE TERMS AND CONDITIONS ARE A BINDING CONTRACT THAT GOVERNS USE OF A SPRING FINANCIAL'S PRODUCTS AND SERVICES, EXEMPTS SPRING FINANCIAL AND OTHER PERSONS FROM LIABILITY, SPECIFIES THE JURISDICTION FOR THE RESOLUTION OF DISPUTES AND CONTAINS OTHER IMPORTANT PROVISIONS.**

**BY REGISTERING FOR A SPRING FINANCIAL ACCOUNT OR APPLYING OR SUBMITTING AN ORDER FOR A SPRING FINANCIAL PRODUCT OR SERVICE, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE GENERAL TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE GENERAL TERMS OF SERVICE, THEN YOU MAY NOT REGISTER FOR A SPRING FINANCIAL ACCOUNT OR APPLY OR SUBMIT AN ORDER FOR A SPRING FINANCIAL PRODUCT OR SERVICE.**

## 1. Your Acceptance of these Terms

**Spring Financial Ltd. ("Spring Financial")** operates the website [www.springfinancial.ca](http://www.springfinancial.ca) (the "**Website**") that advertise or accept orders for various products and services, such as personal loans, credit building and other financial products (collectively "**Products and Services**" and each a "**Product**" or "**Service**", as applicable) provided by Spring Financial.

These Terms are a binding agreement between you (on the one hand) and Spring Financial (on the other hand) regarding your registration for a Spring Financial account (an "**Account**"), your applications or orders for Products and Services and your use of each Product or Service. By registering for an Account or applying or submitting an order for a Product or Service, you signify your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms. If you do not unconditionally accept and agree to these Terms, then you may not register for an Account or apply or submit an order for a Product or Service.

## 2. Other Agreements

Your use of each Website is subject to the Website Terms of Use that are available on the Website. If there is a conflict or inconsistency between these Terms and the Website Terms of Use, then the Website Terms of Use will take priority and govern regarding the Website and these Terms will take priority and govern regarding all other matters.

## 3. Changes to These Terms

Spring Financial in its discretion may change these Terms at any time and from time to time, without any prior notice, by posting the changed Terms on the Website. The changed Terms are effective immediately on posting on the Website, unless the changed Terms expressly state otherwise. It is your responsibility to check the "Last Updated" date at the top of these Terms and review any changes since the previous version. You may not change these Terms in any manner.

By submitting an application or order for a Product or Service, or continuing to use your Spring Financial account, after these Terms have been changed by a Spring Financial, you signify your unconditional acceptance and agreement to be bound by the changed Terms.

## 4. Permitted Customers

Products and Services may be ordered and used only by individuals (natural persons) who are located in Canada, are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they live and are capable of forming a binding contract under applicable law. Products and Services may not be ordered or used by individuals who are located outside Canada.

You may not apply to register for an Account or submit an application or order for a Product or Service if you are not eligible to use the Product or Service as set out above, if you are prohibited by applicable law from using the Product or Service, if you do not accept and agree to these Terms, if you have breached these Terms or if Spring Financial has prohibited you from applying for or ordering Products and Services.

Notwithstanding the foregoing or any other provision of these Terms, Spring Financial reserves the right in its discretion and for its sole convenience to refuse to accept applications or orders for Products or Services from you or any other person.

## **5. Permitted Use of Products and Services**

You may use Products and Services for your own lawful, personal use for non-commercial purposes only and subject to these Terms and all applicable laws. Use of a Product or Service for any other purpose or in any other manner is strictly prohibited.

## **6. Accounts/Credentials**

Your use of an Account may require use of a valid user name and password (collectively "**Credentials**") that comply with applicable technical requirements and policies established by Spring Financial.

You may have only one (1) Account. Your Account and Credentials are personal to you and may not be shared with any other person. You may not create an Account for anyone else. You are fully responsible and liable for maintaining the confidentiality of your Account and Credentials and for any and all use and misuse of your Account and Credentials (including all transactions using your Account or Credentials) and for all resulting loss, damage and liability. You may not disclose your Credentials to any other person or permit any other person to use your Account or Credentials.

You will immediately notify Spring Financial by email to [privacy@springfinancial.ca](mailto:privacy@springfinancial.ca) if there has been any unauthorized use of your Account or if you know or suspect that your Credentials have become known to or used by any other person.

Spring Financial may act on any communication given through your Account or using your Credentials. Spring Financial is not under any obligation to verify the actual identity or authority of any person using your Account or Credentials, but Spring Financial in its discretion may at any time require verification of the identity of any person seeking to access your Account and may deny access to and use of your Account and any or all Services if Spring Financial is not satisfied with the verification.

Spring Financial in its discretion may cancel or suspend your Account or reject, revoke or require that you change or renew your Credentials at any time (including if your Account is inactive) without notice or liability to you or any other person. If your Account is suspended, cancelled or terminated by Spring Financial, then you may not create another Account without Spring Financial' express prior written consent.

## **7. Accurate Information**

To register for an Account or to apply or submit an order for a Product or Service, you may be required to provide certain information about yourself (including your legal name, contact information and payment information) and give certain authorizations or instructions. You will ensure that all information you provide to Spring Financial is true, accurate, current and complete, and you will update that information from time to time so that it remains true, accurate, current and complete.

Spring Financial will rely on the information that you provide. Spring Financial is not obligated to verify the truth, accuracy, currency or completeness of any information you provide, but Spring Financial may do so in its discretion, and you hereby consent to Spring Financial making reasonable inquiries and investigations that it considers appropriate to verify the information you provide.

You are and will remain solely responsible and liable for all loss, damage and liability (including additional costs) that you, Spring Financial or any other person may incur as a result of your submission of any false, incorrect or incomplete information, your failure to promptly update your information if it changes, or any other breach of your obligations under this section 7.

## **8. Personal Information Privacy, Credit Reports and Bank Information**

By registering for an Account or applying or submitting an order for a Product or Service, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of Spring Financial as explained in the Spring Financial Privacy Policy (online: <https://www.springfinancial.ca/privacy-policy>), as revised from time to time, and as otherwise permitted by applicable law.

When you apply or submit an order for certain Products or Services (such as a loan or other financial products) provided by Spring Financial, Spring Financial may obtain, and continue to periodically obtain, your credit score and related information from a credit reporting agency to process or fulfill the transaction, and to update your confidential profile for use by Spring Financial for purposes as set out in the Spring Financial Privacy Policy. When you use the bank account verification system (“Bank Verification System”) from within the Website (the “BVS Website”), the terms and conditions in section 10 apply. Spring Financial may use the Bank Verification System to periodically obtain updated personal information (as described in section 10 (c)) in order to update your confidential profile for use by Spring Financial for purposes as set out in the Spring Financial Privacy Policy.

If Spring Financial refers you to an independent business (e.g. lender or credit card company) for a proposed transaction (e.g. loan or credit card), then: (a) the independent business may request a credit report(s) or bank account information for any legitimate purpose associated with the proposed transaction; and (b) Spring Financial may collect from that independent business information regarding the transaction to update your confidential profile for use by all Spring Financial Companies.

## 9. Transactions

(a) **Misprints/Errors:** Spring Financial endeavors to provide current and accurate information on the Website and in communications relating to your applications and orders for Products and Services, but misprints, errors, inaccuracies, omissions (including incorrect specifications for Products and Services) and other errors may sometimes occur. Spring Financial reserves the right to correct any misprint, error, inaccuracy or omission at any time without prior notice or liability to you or any other person, and to change at any time Products and Services advertised on the Website, the prices, fees, charges and specifications of those Products and Services, any promotional offers and any other Website content, all without any notice or liability to you or any other person. If you submit an order for a Product or Service for which incorrect information was displayed on the Website, Spring Financial will provide you with a reasonable opportunity to cancel your order.

(b) **Availability:** Products and Services advertised on the Website may not be available when ordered or at any later time. If you order a Product or Service that is not available, Spring Financial will notify you by email or text message. Spring Financial reserves the right in its discretion to refuse or cancel any order you submit and to limit quantities available for sale or sold.

(c) **Orders:** The advertisements on the Website are invitations to make offers to purchase and are not offers to sell. Your properly completed and delivered application or order constitutes your offer to purchase the Products and Services referenced in the application or order. Your application or order will be deemed accepted by Spring Financial when Spring Financial confirms that your application or order has been accepted.

## 10. Bank Verification System

(a) **Bank Verification System:** The Bank Verification System is enabled by Flinks Technology Inc. (“**Flinks**”). Flinks is a third party service provider and is not Spring Financial. The bank account verification enabled by Flinks is referred to as the “**Flinks Service**”.

(b) **Proprietary Rights:** You are permitted to use information, data or other materials delivered to you through the Flinks Service only with the BVS Website. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, you agree not to reverse engineer or reverse compile any of the Flinks Service technology.

(c) **Content You Provide:** You hereby license Spring Financial Organization and Flinks to use any information you provide through or to the Flinks Service (collectively, “**Content**”). Spring Financial Organization and Flinks may use, modify, display, distribute and create new material using such Content to provide and enhance the Flinks Service, as permitted by applicable laws and regulations. By submitting Content, you expressly agree, or represent that the owner of such Content has expressly agreed, that Spring Financial Organization and Flinks be permitted to use the Content for the purposes set out above, without the payment of any fee by either Spring Financial Organization or Flinks. You agree that Spring Financial Organization, in accordance to Spring Financial Privacy Policy, through the Flinks Service, may collect the following personal information from your financial institution: your name, your address, your email, your date of birth, your bank account information, your transaction history, your credit account information, your loan account information, your investment account information, as well as your login information and security questions and answers. Flinks provides that your

login information and security questions and answers shall be encrypted upon collection by Flinks and will be maintained by Flinks for the exclusive purpose of ensuring that your personal information collected through the Service is up to date for use by Spring Financial Organization. In addition, Flinks provides that it will not, for any reason, share or otherwise communicate to Spring Financial Organization your login information and/or any of your security questions or related answers.

(d) **Third Party Accounts:** By using the BVS Website and the Flinks Service, you authorize Spring Financial Organization and Flinks to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Spring Financial Organization and Flinks a limited power of attorney, and you hereby appoint Spring Financial Organization and Flinks as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, as required to provide you the Flinks Service. You acknowledge and agree that when Spring Financial or Flinks accesses and retrieves information from third party sites, Spring Financial and Flinks are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You. You understand and agree that the Flinks Service is not endorsed or sponsored by any third party account providers accessible through the Flinks Service.

(e) **Disclaimer of Warranties:** You expressly understand and agree that:

(i) Your use of the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service is at your sole risk. The Flinks Service is provided on an "as is" and "as available" basis. Spring Financial Organization and Flinks expressly disclaim all warranties of any kind as to the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(ii) Spring Financial Organization and Flinks make no warranty that: (1) the Flinks Service will meet your requirements; (2) the Flinks Service will be uninterrupted, timely, or error-free; (3) the quality of any products, services, information, or other material purchased or obtained by you through the Flinks Service will meet your expectations; or (4) any errors in the technology will be corrected.

(iii) Flinks in its discretion may suspend or revoke your access to or use of the Flinks Service.

(iv) Any material downloaded or otherwise obtained through the use of the Flinks Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Spring Financial or Flinks through or from the Flinks Service will create any warranty not expressly stated in these terms.

(f) **Limitation of Liability:** Notwithstanding anything to the contrary in these Terms, you agree that neither any Spring Financial, Flinks, nor any of their parent companies, affiliates or subsidiaries, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Spring Financial or Flinks has been advised of the possibility of such damages, resulting from: (i) the use of or the inability to use the Flinks Service; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Flinks Service; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of anyone on the Flinks Service; (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Flinks Service.

(g) **Indemnification:** You agree to protect and fully compensate Spring Financial and Flinks and their parent companies, affiliates and subsidiaries from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Flinks Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

(h) **Flinks:** You agree that Flinks is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Flinks were a party to this Agreement.

## 11. Technical Requirements and Technical Support

You are solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible computing devices), software (e.g. Internet browser and PDF reader software) and services (including Internet access and mobile data services) necessary for your use of your Account, Products and Services. Spring Financial is not obligated to provide technical support, but may do so in its discretion. Your use of that technical support is governed by these Terms.

For greater certainty, electronic communications (including text messages) that you send to or receive from Spring Financial may be subject to standard message and data rates charged by your service providers, and you are solely responsible and liable for payment of those charges.

## 12. Monitoring

Spring Financial is not obliged to monitor your use of your Account, but reserve the right to do so in its discretion (including for the purposes of administering the Account and providing Products and Services, quality assurance and training, verifying compliance with these Terms and compliance with applicable laws) without notice or liability to you or any other person.

## 13. Feedback

If you give feedback (including ideas or suggestions for enhancements or improvements) about the Website or a Product or Service to Spring Financial, then Spring Financial and its licensors may use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person.

## 14. Communications

You authorize Spring Financial to: (a) accept communications it receives from you by means of your Account or by email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to its service providers and to any other Spring Financial Company; and (c) respond to your communications through your Account, the Website, by email or other means of communication.

Communications you send to Spring Financial are not effective unless and until they are actually received and processed by Spring Financial's responsible representative. Spring Financial may refuse to process any communications that you send to Spring Financial, or may reverse the processing of any communications that you send to Spring Financial, at any time in its discretion, and without notice or liability to you or any other person, if Spring Financial believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

## 15. Proprietary Rights

Copyright © 2021. Spring Financial Ltd. All Rights Reserved. Products and Services, the technologies and data used to provide Products and Services and all related proprietary rights (including copyright) are owned solely by the Spring Financial Companies and their licensors and are protected by Canadian and international intellectual property laws. Your purchase or use of a Product or Service does not transfer to you any right, title or interest in, to or associated with the Product and Service or any related technologies and data or any related intellectual property rights.

## 16. Referred Businesses, Referred Products/Services and Linked Sites

Spring Financial may provide a referral to an independent business, such as lender or credit card provider (each a "Referred Business"), and the Website and communications from Spring Financial may include advertisements for

products or services (including personal loans, credit cards, and other financial services or products) offered by a Referred Business (each a “**Referred Product/Service**”). Those referrals and advertisements do not guarantee that a Referred Product/Service will be offered or available to you as indicated or at all, or that you will qualify to purchase or receive a Referred Product/Service. The availability of a Referred Product/Service is within the discretion of the relevant Referred Business (not Spring Financial) and will be subject to the terms and conditions specified by the Referred Business (not by Spring Financial).

Referred Businesses are independent from Spring Financial, and Spring Financial is not responsible or liable for, any Referred Business or any Referred Product/

Service. Each Referred Business will provide its Referred Products/Services subject to a separate agreement between you and the Referred Business, and Spring Financial is not a party to that agreement or any related transaction between you and the Referred Business. Your dealings with Referred Businesses and your use of a Referred Product/Service are at your own risk, and you will not make any claim against Spring Financial arising from, connected with, or relating to your dealings with a Referred Business or any Referred Product/Service.

For your convenience, the Website and communications sent by Spring Financial may provide links or references to Internet sites or resources operated by independent persons (collectively “**Linked Sites**”). Linked Sites are independent from Spring Financial, and Spring Financial does not endorse, and have responsibility or liability for, any Linked Site, any products, services or content available through a Linked Site or the collection of your personal information through a Linked Site or by the owner or operator of a Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against Spring Financial arising from, connected with, or relating to your use of a Linked Site, your dealings with the owner or operator of a Linked Site or any product, service or content available through a Linked Site.

## **17. DISCLAIMERS, LIABILITY EXCLUSIONS AND INDEMNITY**

**GENERAL DISCLAIMER:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PRODUCTS AND SERVICES ARE MADE AVAILABLE AND PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, CAPACITY, COMPLETENESS, DELAYS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, INTERRUPTED SERVICE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, RESULTS, QUALITY, TIMELINESS, TITLE OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY EACH SPRING FINANCIAL COMPANY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF ANY SPRING FINANCIAL COMPANY.

**DISCLAIMER FOR LINKED SITES, REFERRED BUSINESSES AND REFERRED PRODUCTS/SERVICES:** WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION OF LINKED SITES, REFERRED BUSINESSES AND REFERRED PRODUCTS/SERVICES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU ACCESS, DEAL WITH, PURCHASE AND USE LINKED SITES, REFERRED BUSINESSES, AND REFERRED PRODUCTS/SERVICES AT YOUR OWN RISK. SPRING FINANCIAL DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, REGARDING ANY LINKED SITE, REFERRED BUSINESS OR REFERRED PRODUCT/SERVICE. SPRING FINANCIAL GROUP IS NOT RESPONSIBLE OR LIABLE FOR, ANY LINKED SITE, REFERRED BUSINESS OR REFERRED PRODUCT/SERVICE.

**TECHNOLOGY DISCLAIMER:** WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, THE WEBSITE, PRODUCTS AND SERVICES MAY BE AFFECTED BY NUMEROUS CIRCUMSTANCES BEYOND SPRING FINANCIAL GROUP’S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. THE WEBSITE, PRODUCTS AND SERVICES MAY ALSO BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPRING FINANCIAL GROUP IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING FROM THOSE CIRCUMSTANCES, LIMITATIONS, DELAYS OR OTHER PROBLEMS.

**LIABILITY EXCLUSION:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SPRING FINANCIAL GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, ANY PRODUCT OR SERVICE OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF SPRING FINANCIAL GROUP, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY AND EVEN IF SPRING FINANCIAL GROUP KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE POTENTIAL LOSS, DAMAGE OR LIABILITY BEING INCURRED.

**INDEMNITY:** YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SPRING FINANCIAL GROUP FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF A PRODUCT OR SERVICE OR YOUR NEGLIGENCE, MISCONDUCT OR BREACH OF THESE TERMS. NOTWITHSTANDING THE FOREGOING, SPRING FINANCIAL GROUP RETAINS THE RIGHT TO PARTICIPATE IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE.

**DEFINITION:** IN THESE TERMS, "SPRING FINANCIAL COMPANIES" MEANS COLLECTIVELY SPRING FINANCIAL, ITS CORPORATE AFFILIATES, ITS CORPORATE SUBSIDIARIES AND PARENT COMPANY (EACH OF THE SPRING FINANCIAL COMPANIES IS A "SPRING FINANCIAL COMPANY"). "SPRING FINANCIAL GROUP" MEANS EACH SPRING FINANCIAL COMPANY AND EACH OF ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY. "SPRING FINANCIAL ORGANIZATION" MEANS SPRING FINANCIAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

**RESERVATION:** THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES AND REMEDIES, AND SO THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS MIGHT NOT APPLY TO YOU.

**ACKNOWLEDGEMENT:** YOU ACKNOWLEDGE THAT THE ALLOCATION OF RISK SET OUT IN THESE TERMS IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND THE SPRING FINANCIAL AND AN INDUCEMENT TO THE SPRING FINANCIAL TO PROVIDE YOU WITH PRODUCTS AND SERVICES.

## 18. Termination

These Terms as they apply to you will continue in full force and effect unless and until you cease using all Products and Services, and in those circumstances these Terms will continue to apply and be binding regarding your access to and use of Products and Services before termination and all related matters (including any related dispute).

The termination of these Terms will not terminate any other agreement between you and Spring Financial or any other person (including a Referred Business).

## 19. Governing Law

Spring Financial has its head offices in Vancouver, British Columbia. These Terms, Products, Services and all related matters are governed by, and will be construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction.

## 20. Disputes

Except as expressly set out below, and unless applicable law requires otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms, Products, Services or any related matter will be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance

with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Vancouver, British Columbia. The language of the arbitration will be the English language. If ICDR Canada is not operative, the arbitration will proceed ad hoc and be governed by the Arbitration Act (British Columbia).

Notwithstanding the foregoing, any Spring Financial may commence legal proceedings against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms or to protect the Spring Financial's rights and interests.

You will commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, after which time any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

## 21. General Matters

**Miscellaneous:** These Terms are binding on you and your heirs, executors, administrators, successors and personal representatives. These Terms are for the benefit of Spring Financial Group. No consent or waiver by Spring Financial to or of any breach of these Terms by you will be effective unless in writing and signed by the Spring Financial or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of Spring Financial Group under these Terms are cumulative and not exhaustive or exclusive of any other rights or remedies to which Spring Financial Group may be lawfully entitled under these Terms or at law, and Spring Financial Group may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will not assign or transfer these Terms or any of your rights and obligations under these Terms without the express prior written consent of Spring Financial, which consent may be withheld in Spring Financial's discretion. Each Spring Financial Company may, without your consent, assign its rights and obligations under these Terms. If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms would fail in their essential purpose.

**Notices:** Spring Financial may deliver notices to you by email or postal mail to any of the addresses that you provide to Spring Financial (including when you register for an Account or when you apply or submit an order for a Product or Service). You are solely responsible for ensuring that your email and postal addresses on file with Spring Financial are and remain current and correct, and you will promptly give notice to Spring Financial of any change to your email or postal addresses.

**Force Majeure:** Notwithstanding any other provision of these Terms, Spring Financial will not be liable for any delay in performing, or failure to perform, any of its obligations under these Terms to the extent performance is delayed or prevented due to any cause or causes that are beyond Spring Financial's control, any delay or failure of that kind will not be deemed to be a breach of these Terms by Spring Financial, and the time for Spring Financial's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

**Interpretation:** In these Terms: (a) a reference to "**Terms**" refers to these General Terms of Service as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) "**person**" includes an individual, corporation and any other legal entity; (e) "**including**" or "**includes**" means including or includes (as applicable) without limitation or restriction; (f) "**law**" includes common law, equity, statutes and regulations; and (g) "**discretion**" mean a person's sole, absolute and unfettered discretion.

**Complete Agreement:** These Terms set out the entire agreement between you and Spring Financial regarding your use of your Account, your applications and orders for Products and Services, your use of Products and Services and all related matters. These Terms may not be modified except as set out in section 3. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and Spring Financial regarding your use of your Account, your applications and orders for Products and Services, your use of Products and Services or any related matter. For greater certainty, your use of each Website is governed by the applicable Website Terms of Use.

**Language:** You and Spring Financial have expressly requested and required that these Terms and all related notices and other documents be drawn up in the English language. Les parties conviennent et exigent expressément que



ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these Terms provided by Spring Financial is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version of these Terms of Use will take priority and govern.

**Testimonials:** Testimonial advertisements used by Spring Financial reflect personal experiences of those who have used our products and/or services in some way or another, however the customer details have been changed to protect our customer's identity. Results do vary and the testimonials are not necessarily representative of all of those who will use our products and/or services.

If you have any questions or comments regarding these Terms, please contact Spring Financial at **privacy@springfinancial.ca**.

**IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT REGISTER FOR AN ACCOUNT OR APPLY OR SUBMIT ORDERS FOR ANY PRODUCT OR SERVICE.**