

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

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING THE SPRING FINANCIAL WEBSITE. THESE TERMS OF USE ARE A BINDING AGREEMENT THAT GOVERNS USE OF THE SPRING FINANCIAL WEBSITE, EXEMPTS SPRING FINANCIAL AND OTHER PERSONS FROM LIABILITY, SPECIFIES THE JURISDICTION FOR THE RESOLUTION OF DISPUTES AND CONTAINS OTHER IMPORTANT PROVISIONS.

BY USING THE SPRING FINANCIAL WEBSITE, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE SPRING FINANCIAL WEBSITE.

## 1. Your Acceptance of these Terms

These Terms of Use are a binding agreement between you and Spring Financial Inc. (“**Spring Financial**”) regarding your access to and use of the Spring Financial website (the “**Website**”). Each time you use the Website, you signify your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms of Use. If you do not unconditionally accept and agree to these Terms of Use, then you may not use the Website.

In this Agreement, a reference to the Website includes all of the Website’s content (including all text, graphics, images, video, and other elements available on or through the Website) and the design, structure, selection, arrangement and look and feel of each element of Website content and the Website as a whole.

## 2. Other Agreements

These Terms of Use relate to the Website only. Products and services advertised on or available through the Website are governed by other applicable agreements prescribed by Spring Financial or its corporate affiliates, including the Spring Financial General Terms of Service.

Certain features or functionalities of the Website are restricted to individuals who hold a valid and subsisting Spring Financial account, which is governed by the Spring Financial General Terms of Service.

## 3. Changes to these Terms of Use

Spring Financial in its sole discretion may change these Terms of Use at any time and from time to time, without any prior notice, by posting the changed Terms of Use on the Website at <https://www.springfinancial.ca/website-terms-use>. The changed Terms of Use are effective immediately on posting on the Website, unless the changed Terms of Use expressly state otherwise. It is your responsibility to check the “Last Updated” date at the top of these Terms of Use and review any changes since the previous version. By using the Website after these Terms of Use have been changed by Spring Financial, you signify your unconditional acceptance and agreement to be bound by the changed Terms of Use. You may not change these Terms of Use in any manner.

## 4. Permitted Users

The Website may be 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. The Website may not be used by individuals who are located outside Canada. You may not use the Website if you do not accept and agree to these Terms of Use, if you have breached these Terms of Use or if your permission to use the Website has been suspended or terminated by Spring Financial.

## 5. Personal Information Privacy

By using the Website, 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.

## **6. No Advice**

The Website is for informational and educational purposes only. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed, and is not professional advice or recommendations (including financial, legal or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any information obtained on or through the Website.

## **7. Permitted and Prohibited Use of the Website**

Subject to these Terms of Use and all applicable laws, you may use the Website for your lawful, personal use for non-commercial purposes only, only in the manner purposefully made available by the Website and subject to these Terms of Use and all applicable laws. Use of the Website for any other purpose or in any other manner is strictly prohibited.

You will not: (a) use the Website in any manner or for any purpose except as expressly permitted by these Terms of Use; (b) use the Website for a commercial or business purpose (whether or not for profit) or on behalf of, or for the benefit of, any other person; (c) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Website or attempt to access or use the Website by any means that is not purposefully made available for that purpose by Spring Financial; (d) use the Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; (e) license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, assign, pledge, copy, reproduce, distribute, imitate, publish, republish, translate, repost, publicly display, publicly perform, transmit, distribute, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of the Website to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; (f) index, crawl, catalogue, mirror, frame, scrape, cache, or otherwise collect or mine data from the Website for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; (g) alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the Website; or (h) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use the Website in a way that would constitute an infringement of the rights of Spring Financial or a breach of these Terms of Use if it were done by you. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

## **8. Ownership of Website**

Copyright © 2021. Spring Financial Inc. All Rights Reserved. The Website and the technologies and data used to operate the Website and all related proprietary rights (including copyright) are owned solely by Spring Financial and its licensors and are protected by Canadian and international intellectual property laws. You will not acquire any right, title or interest in, to or associated with the Website or any related technologies and data.

## **9. Trademarks**

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## **10. Linked Sites**

For your convenience, the Website 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, nor have any responsibility nor any 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.

## 11. DISCLAIMERS

**GENERAL DISCLAIMERS:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS 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 SPRING FINANCIAL GROUP 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 SPRING FINANCIAL GROUP. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE.

**LINKED SITES:** WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION OF LINKED SITES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU ACCESS, DEAL WITH, PURCHASE AND USE LINKED SITES AT YOUR OWN RISK. SPRING FINANCIAL GROUP 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. SPRING FINANCIAL IS NOT RESPONSIBLE OR LIABLE FOR, ANY LINKED SITE.

**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 SO THE DISCLAIMERS AND LIABILITY EXCLUSIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS MIGHT NOT APPLY TO YOU.

**DEFINITION:** IN THESE TERMS OF USE, “**SPRING FINANCIAL GROUP**” MEANS SPRING FINANCIAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

## 12. LIABILITY EXCLUSIONS

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, THE WEBSITE 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.

### 13. Restrictions/Changes/Termination

The Website may contain technologies that restrict or limit the use of the Website (including restrictions based on time or location). Spring Financial in its discretion may change, suspend or terminate the Website, or limit, suspend or terminate your use of the Website, effective immediately at any time and without any prior notice or liability to you or any other person. The Website may be interrupted or unavailable from time to time, including for maintenance or due to causes beyond the control of Spring Financial, all without notice or liability to you or any other person. If your permission to use the Website is terminated for any reason, then these Terms of Use will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including any related dispute).

### 14. Governing Law

Spring Financial has its head offices in Vancouver, British Columbia. These Terms of Use and the Website 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.

### 15. 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 of Use or the Website or any related matter (a **"Dispute"**) 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, 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 of Use or to protect 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.

### 16. General Matters

**Miscellaneous:** These Terms of Use are binding on you and your heirs, executors, administrators, successors and personal representatives. These Terms of Use are for the benefit of Spring Financial Group. No consent or waiver by Spring Financial to or of any breach of these Terms of Use by you will be effective unless in writing and signed by 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 of Use 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 of Use 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 of Use or any of your rights and obligations under these Terms of Use without the express prior written consent of Spring Financial, which consent may be withheld in Spring Financial's discretion. Spring Financial may, without your consent, assign its rights and obligations under these Terms of Use. If any provision of these Terms of Use 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 of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose.

**Interpretation:** In these Terms of Use: (a) a reference to **"Terms of Use"** refers to these General Terms of Use 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 of Use set out the entire agreement between you and Spring Financial regarding your use of the Website. These Terms of Use 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 the Website. For greater certainty, products and services advertised on or available through the Website are governed by other applicable agreements.

**Language:** You and Spring Financial have each expressly requested and required that these Terms of Use 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 of Use 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.

If you have any questions or comments regarding these Terms of Use, please contact Spring Financial at [iprivacy@springfinancial.ca](mailto:iprivacy@springfinancial.ca).

**IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE WEBSITE.**