

Credit App Terms of Use (Business)

The following terms of use (the “**Terms of Use**”) govern your access to and use of our online solution designed to help match individuals seeking loans with organizations seeking to fund such loans, as applicable, currently made available through our website located at creditapp.ca (the “**Credit App Website**” and such solution, the “**Credit App Solution**”). These Terms of Use form an agreement between Credit App Inc. (“**Credit App**”, “**us**”, “**we**”, “**our**”) and you. The term “**you**” refers to the person or entity accessing or otherwise using the Credit App Solution (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

BY SIGNING UP, CREATING AN ACCOUNT OR USING THE CREDIT APP SOLUTION, YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT, AND IF YOU ARE USING THE CREDIT APP SOLUTION ON BEHALF OF ANOTHER PERSON OR ORGANIZATION, YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ORGANIZATION TO THESE TERMS OF USE, AND (II) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE CREDIT APP SOLUTION IS TRUE, ACCURATE, CURRENT, AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ACTING SOLELY TO MATCH INDIVIDUALS SEEKING LOANS (“**CUSTOMERS**”) WITH ORGANIZATIONS SEEKING TO FUND SUCH LOANS (SUCH ORGANIZATIONS, “**LENDERS**”) AND: (I) WE ARE NOT RESPONSIBLE FOR ANY REPRESENTATION THAT HAS BEEN MADE TO YOU BY ANY THIRD PARTY RELATED TO OR THROUGH OR OUTSIDE THE CREDIT APP SOLUTION, INCLUDING REPRESENTATIONS MADE BY CUSTOMERS OR LENDERS; AND (II) WE ARE UNDER NO OBLIGATION TO ENSURE THAT ANY LOANS TO ANY CUSTOMERS ARE SUCCESSFULLY FACILITATED OR APPROVED.

1. Changes to these Terms of Use and Credit App Solution

Except where prohibited by applicable law, we reserve the right to change these Terms of Use at any time by posting a new version to the Credit App Website. It is your obligation to monitor the Credit App Website for any such changes. Your continued access to or use of the Credit App Solution after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly.

2. Data You Upload To Us

(a) You represent and warrant that you have obtained all necessary rights, consents, authority, and have made all applicable disclosure, in each case required under applicable laws, including Privacy Laws (as defined in Section 14) and Anti-Spam Laws (as defined in Section 4), including from Customers in respect of all information, data or materials you have provided us or transmitted or entered into the Credit App Solution (“**Business-Provided Data**”) in order for us to perform the services and obligations, and to exercise the rights, set out in this Terms of Use. You acknowledge and agree that you have made all necessary registrations and notifications as required in order to permit us to collect, use, modify, retrieve, disclose, retain, store, delete, and/or manage (collectively, “**Process**”) Personal Information about your Customers on your behalf, and that you have obtained, provided, and shall continue to provide all necessary

consents and notices, and otherwise have and continue to have all necessary authority to permit us to Process Personal Information on your behalf, and shall inform us immediately if any such consents are withdrawn. You have ensured, and will continue to ensure that all Personal Information transferred to us by you, including any Personal Information contained in Business-Provided Data, is relevant, accurate, and up-to-date, and limited to what is necessary to permit us to provide the Credit App Solution. You have ensured, and will continue to ensure that there are valid legal bases to enable us to Process Personal Information on your behalf. For clarity, your provision of Business-Provided Data includes all information, data and materials obtained through the use of automated systems or software to extract information or data, including information and data from third party applications (“**Screen Scraping**”). You agree that any Screen Scraping performed in connection with the purpose of these Terms of Use is on your behalf and with your consent.

(b) You grant to us an irrevocable, worldwide, non-exclusive, royalty-free, transferable and sub-licensable license during the Term to access, collect, store and use the Business-Provided Data and Consumer Credit Information (as defined in Section 5), to: (i) develop, enhance and make available the Credit App Solution; and (ii) to produce data, information, or other materials that do not contain any Personal Information (such data, information and materials, the “**Aggregated Statistical Information**”).

3. Privacy

(a) You understand that information about identifiable individuals (“**Personal Information**”) will be treated in accordance with our current Privacy Policy, available at creditapp.ca/privacy-policy.

(b) You acknowledge and agree that you will comply at all time with applicable Privacy Laws (as defined in Section 14).

4. Compliance with Anti-Spam Laws

You acknowledge and agree that you will comply at all times with applicable anti-spam laws, including but not limited to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, its regulations, and associated guidance and compliance and enforcement bulletins (collectively, “**Anti-Spam Laws**”).

Without limiting the foregoing, you agree to obtain a form of consent, duly executed by Customer, as set out at Appendix 1, prior to providing, transmitting, or entering that Customer Personal Information into the Credit App Solution (including, without limitation, the Customer’s name, phone number, or email address). You acknowledge and agree that in doing so, you will obtain consent on our behalf to allow us to send our own commercial electronic messages to the Customer. You acknowledge and agree that you will maintain adequate proof of such express consent to enable use to comply with Anti-Spam Laws, and that you will provide copies of such executed consents to us on request. Upon notice of such new forms to replace Appendix 1, you will immediately use such updated forms.

5. Consent for Credit Check and Disclosure of Personal Information

You acknowledge and agree that you will comply at all times with applicable consumer and credit reporting legislation, including but not limited to British Columbia's *Credit Reporting Act*, Alberta's *Consumer Protection Act*, Ontario's *Credit Reporting Act*, and similar legislation (collectively, "**Consumer Reporting Legislation**").

Without limiting the foregoing, you agree to obtain a form of consent, duly executed by Customer and witnessed, as set out at Appendix 2, prior to providing, transmitting, or entering that Customer Personal Information into the Credit App Solution (including, without limitation, the Customer's name, phone number, email address). You agree to include your legal name in the bolded and highlighted portion of the form set out at Appendix 2 to be duly executed by Customer. You acknowledge and agree that we may use, transfer and disclose Customer Personal Information provided, transmitted or entered into the Credit App Solution (including, without limitation, the Customer's name, home address, date of birth, phone number, email address, and social insurance number) to obtain, use, and process consumer credit information, including credit reports, on your behalf ("**Consumer Credit Information**"). You acknowledge and agree that we may use, transfer, and disclose such Consumer Credit Information and Customer Personal Information to Lenders for the purpose of permitting Lenders to evaluate and provide financing to Customers. You agree to obtain any additional necessary consents from Customers required by applicable Consumer Reporting Legislation and Privacy Laws (as defined in Section 14) for the purposes described herein. Upon notice of such new forms to replace Appendix 2, you will immediately use such updated forms.

6. Ownership

All rights, title and interest, including intellectual property rights, in the Credit App Solution, Aggregated Statistical Information and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us (or our third party suppliers, if applicable). The Credit App Solution and all materials provided by us hereunder are made available or licensed and not "sold" to you. All rights not expressly granted to you in these Terms of Use are reserved.

7. User Account for Credit App Solution

To access certain features of the Credit App Solution, you may be required to successfully sign up for a user account using the available interfaces of the Credit App Solution and create a username and password login credentials (the "**User ID**"). If you create a User ID, you will keep your User ID secure and will not share your User ID with anyone else. We reserve the right to disable any User ID issued to you at any time in our sole discretion. If we disable access to a User ID issued to you, you may be prevented from accessing the Credit App Solution.

8. No Unlawful or Prohibited Use

You will not use the Credit App Solution in violation of these Terms of Use or of any applicable law. You will not, without our prior written permission, use the Credit App Solution for any purpose other than to provide the required information and to obtain information regarding your loan. Without limiting the generality of the foregoing, you will not (and will not attempt to) directly or indirectly:

- (a) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Credit App Solution any data, information, pictures, videos, music or other materials or content that: (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, publish, or otherwise communicate; (iii) is false, intentionally misleading, or impersonates any other person; (iv) is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (v) is harmful to minors in any way or targeted at minors; (vi) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or (vii) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability;
- (b) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Credit App Solution (e.g., a denial of service attack);
- (c) attempt to gain unauthorized access to the Credit App Solution;
- (d) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Credit App Solution or any part thereof or otherwise attempt to discover any source code; or
- (e) use the Credit App Solution for the purpose of building a similar or competitive product or service.

9. Third Party Content, Websites or Services

The Credit App Solution may provide links or access to third party content, websites, or services, including content, websites, or services from Lenders. Likewise, we may allow you to access the Credit App Solution from third party systems. Credit App does not endorse any third party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. Third party content, websites, services, or systems are not under Credit App's control, and if you choose to access any such content, websites, or services, or to access the Credit App Solution from such systems, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third party content, websites, services, or systems and agree to accept and comply with any such terms of use.

10. Malicious Code

The downloading and viewing of content is done at your own risk. We do not guarantee or warrant that the Credit App Solution is compatible with your computer system or that the Credit App Solution, or any links from the Credit App Solution, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Credit App Solution.

11. Communications Not Confidential

We cannot and do not guarantee the confidentiality of any communications made by you through the Credit App Solution, including communications with Customers and Lenders. While we strive to protect your information, we cannot and do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Credit App Solution. You acknowledge that data transmitted over the Internet or public networks in connection with your use of the Credit App Solution, including sensitive financial information, may be at risk and such risk is entirely your own.

12. Disclaimer

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT:

(A) THE CREDIT APP SOLUTION IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE CREDIT APP SOLUTION WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, SECURITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE CREDIT APP SOLUTION IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

(B) WE ARE NOT, AND CANNOT BE, RESPONSIBLE FOR THE PERFORMANCE OF ANY SERVICES MADE AVAILABLE TO YOU, INCLUDING ENSURING THAT: (I) INFORMATION MADE AVAILABLE TO YOU, INCLUDING REGARDING THE STATUS OF LOANS FOR CUSTOMERS, ARE ACCURATE OR COMPLETE; (II) ANY INFORMATION SENT TO LENDERS IS SENT IN A TIMELY OR COMPLETE MANNER; OR (III) THE TERMS OF ANY LOAN PROVIDED TO A CUSTOMER BY A LENDER ARE APPROPRIATE FOR SUCH CUSTOMER, REASONABLE OR LEGAL.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE CREDIT APP SOLUTION OR THESE TERMS OF USE.

FOR ANY OTHER DAMAGES, OR TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE CREDIT APP SOLUTION EXCEED \$100CAD. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

14. Indemnification

You will defend, indemnify and hold harmless us and all of our officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- (a) your breach of any provision of these Terms of Use or any documents referenced herein;
- (b) your violation of applicable laws, including applicable laws governing the Processing of Personal Information, including the *Personal Information Protection and Electronic Documents Act (Canada)* and substantially similar provincial legislation (“**Privacy Laws**”) and Anti-Spam Laws;
- (c) your violation of the rights of a third party (including intellectual property rights);
- (d) failure to obtain adequate consent before making an inquiry to do a credit check through the Credit App Solution;
- (e) any act or omission in your relationship and communications with any Customers; or
- (f) your use of the Credit App Solution.

15. Term and Termination; Survival

(a) These Terms of Use will commence on the day you first use the Credit App Solution and will continue into force until terminated by either party (the "Term"). Either party may terminate these Terms of Use as follows: (i) we may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the Credit App Solution; (ii) you may terminate these Terms of Use at any time and with immediate effect by informing Credit App (by email or, if available, through any then-available interfaces on the Credit App Solution) that you no longer wish to use the Credit App Solution and ceasing use of the Credit App Solution. For greater certainty, if you continue to use any portion of the Credit App Website that is publicly available after these Terms of Use have been terminated, these Terms of Use will continue to apply to the extent of such use.

(b) The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 6 (Ownership), 9 (Third Party Content, Websites or Services), 10 (Malicious Code), 11 (Communications Not

Confidential), 12 (Disclaimer), 13 (Limitation of Liability), 14 (Indemnification), 15(b) (Survival), and 16 (General Provisions).

16. General Provisions

(a) Choice of Law.

Except as restricted by applicable law, these Terms of Use will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and such laws apply to your access to or use of the Credit App Solution, notwithstanding your domicile, residency or physical location. You will only use the Credit App Solution in jurisdictions where the Credit App Solution may lawfully be used. You agree that all disputes arising out of or relating to these Terms of Use or your use of the Credit App Solution, except for disputes arising out of or relating to the operation of the Credit App Solution, will be between either: (i) you and the applicable Customer seeking financing; or (ii) you and the applicable Lender interacting with the Customer's loan application through the Credit App Solution. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Calgary, Alberta, Canada in all disputes arising out of the operation of the Credit App Solution.

(b) Entire Agreement.

These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Credit App Solution. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(c) Waiver.

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(d) Severable.

If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.

(e) Assignment.

You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms

of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

(f) English Language.

It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Appendix 1 – Form of Canadian Anti-Spam Law Consent

I would like to receive emails, text messages and similar electronic messages from Credit App Technologies Inc. and its business partners with news, offers, updates and promotions regarding Credit App's consumer financing services, and related Credit App products and services of interest to me.

You can withdraw your consent any time. Please refer to Credit App's Privacy Policy at <https://creditapp.ca/privacy-policy> or contact us at the below information:

Credit App - 508 24 Ave SW, Calgary, AB, T2S 0K4

support@creditapp.ca

www.creditapp.ca

(Full Name – Printed)

(Signature)

Appendix 2 – Form of Credit Check Consent and Use and Disclosure of Personal Information Form

THIS CONSENT IS PROVIDED ON BEHALF OF THE UNDERSIGNED APPLICANT TO CREDIT APP TECHNOLOGIES INC. (“Credit App”), TOGETHER WITH:

- A. **[Business/Dealership Legal Name]** (“**Business**”); and
- B. Organizations seeking to fund or provide your loan, lease, financing or credit (each a “**Lender**”) through the online solution designed to match your loan, lease, financing or credit application (the “**Credit Application**”) with Lenders, currently made available through the website located at www.creditapp.ca (the “**Credit App Website**” and such solution, the “**Credit App Solution**”), through which Business sends origination loan, lease or financing application information on your behalf.

1. Credit Check Consent

I hereby consent to Credit App and Lenders obtaining commercial or consumer credit reports on behalf of Customer from credit reporting agencies (“**Consumer Credit Information**”) to assist Lenders in assessing my loan, lease, financing, or credit application, verifying my current and ongoing creditworthiness, and managing and assessing the Lenders’ risks. I understand that this Consumer Credit Information may include the types and amounts of credit advanced to me, payment histories, negative banking items, collection actions, legal proceedings, previous bankruptcies and other information reported by my creditors.

I understand that this consent is effective as of the date of submitting this application and, if I am issued a loan, lease or financing, continues to be effective as long as I have such account with a Lender. The credit reporting agencies from which Credit App and Lenders may obtain my credit information include the following and I can obtain a copy of my credit report by contacting these credit reporting agencies: Equifax: <http://www.equifax.ca>, Equifax Canada Co - National Consumer Relations, Box 190, Montreal, Quebec H1S 2Z2, 1-800-465-7166; and TransUnion: <http://www.transunion.ca>, (correspondence in English) TransUnion Consumer Relations Department, 3115 Harvester Road, Suite 201 Burlington ON L7N 3N8; (correspondence in French) Centre de relations aux consommateurs TransUnion, 3115 Chemin Harvester, Suite 201 Burlington ON L7N 3N8, 1-800-663-9980.

2. Use and Disclosure of Personal Information

Use and Transfers to Credit Reporting Agencies. I acknowledge and agree that Credit App may transfer my personal information (including, without limitation, my name, home address, date of birth, phone number, email address, and social insurance number) to a credit reporting agency for the purpose of obtaining Consumer Credit Information about me, as set out above.

Use By The Business: I acknowledge and agree that Credit App's collection, use, disclosure and processing of my personal information (including, without limitation, current and previous home addresses, employer, work position or title, work history, date of birth, phone number, email address, social insurance number, bank statements, bank account and individual transaction information, pay stubs, notices of assessment, invoices, driver's license, and vehicle registration) is done on behalf of the Business, and that such information will be available to the Business for the purposes of completing and submitting a Credit Application through the Credit App Solution. I understand that this information is made available to the Businesses for the purpose of permitting Businesses to complete and review the status of a Credit Application to Lenders.

Disclosures to Lenders: I consent to Credit App and the Business' collection, use, disclosure and processing of my personal information (including, without limitation, my name, current and previous home addresses, employer, work position or title, work history, date of birth, phone number, email address, social insurance number, bank statements, bank account and individual transaction information, other records to verify your income, driver's license, and vehicle registration), including disclosures of same to Lenders for the purposes of completing and submitting a Credit Application through the Credit App Solution. I further consent to the disclosure of this personal information, as well as Consumer Credit Information, to Lenders for the purpose of permitting Lenders to evaluate and assess a Credit Application submitted by me, or by a Business.

Privacy Policy: I have reviewed Credit App's privacy policy located at creditapp.ca/privacy-policy. I agree that my personal information, including my Consumer Credit Information, may otherwise be collected, used, disclosed, or processed by Credit App as set out in that policy. I acknowledge that changes to the privacy policy may be made from time to time, and that it is my responsibility to review the privacy policy periodically in order to remain up to date with any such changes.

I further agree that my personal information, including my Consumer Credit Information, be aggregated and de-identified ("**Trend Data**") for Credit App's own use, including to better understand how creditors obtain loans from lenders, improve the Credit App Solution and to provide marketable insights to third parties, provided that such Trend Data does not directly identify me, and otherwise no longer constitutes "personal information" (or substantially similar terms) under applicable privacy laws.

I certify that I have read, understand and agree to the above.

Witness signature

Name:
(*Please
Print*)

Address:

APPLICANT SIGNATURE

APPLICANT NAME
(*Please Print*)

CO-APPLICANT SIGNATURE

CO-APPLICANT NAME
(*Please Print*)

CO-APPLICANT SIGNATURE

CO-APPLICANT NAME
(*Please Print*)