

## Website and Portal Access Agreement (the “Agreement”)

Please read carefully the following terms of this Agreement. If you do not agree with these terms, you should not use the Website and you will not have access the Portal. Your electronic acceptance of this Agreement is the same as delivering to us a valid, written paper agreement accepting the terms of this Agreement.

### **Interpretation:**

“business day” means any day, other than a Saturday, Sunday or public holiday, on which banks are open for business in Toronto, Ontario;

“Portal” means the user system, which is accessed by your login information, through the Website;

“Website” means our website located at the following URL: [www.pinchfinancial.com](http://www.pinchfinancial.com);

“we”, “us” and “our” means Pinch Financial Inc.; and

“you”, “your” and “user” refer to the person who accesses the Website or the Portal.

**Scope and Other Terms:** This Agreement governs your use of the Website and the Portal, regardless of the technology you use to access the Website or the Portal and the services available through the Website and the Portal. This Agreement supplements, and must be read together with, any other existing and future agreements that you have with us and any additional terms, conditions or disclaimers provided on the Website and the Portal. If there is a conflict between a term in this Agreement and any other agreement or terms with us, the later will apply to the extent necessary to resolve the conflict.

**Services and Disclaimers.** The nature of the services provided by us through the Website and the Portal is that we provide an online platform for users to obtain information about and compare the financial products of third party providers, including mortgage and insurance rates, through a simplified mortgage application. Users may also request to be referred to a third party provider of financial products to apply for a financial product. **You acknowledge that we are not a provider, vendor or broker of any financial products. You acknowledge that we do not carry on a mortgage or insurance brokerage business, nor are we a financial advisor, and we are not registered or licensed to do so. You acknowledge that we do not (i) provide advice to users about financial products, including eligibility for, or suitability of, any financial product, or (ii) pre-screen any users for eligibility for, or suitability of, any financial product.**

We display online information through the Website and the Portal, which is provided to us by third party providers of financial products for provision to users through the Website and the Portal. The third party providers of financial products are exclusively responsible for the content of the online information about their financial products. The information provided through the Website and the Portal is provided for information purposes only and is not and should not be construed as financial advice or any other kind of advice and we do not endorse any of the financial products. We make no representations or warranties about the accuracy of any information contained in the Website or the Portal, and shall not be responsible for any inaccuracies, misrepresentations, errors or omissions in the information provided therein, and information may not always be up to date.

**Referral Process and Disclaimers:** You may request and consent, through the Portal, to have your information passed and referred to a third party provider of financial products so they may contact you directly to apply for a financial product. We may exercise our absolute discretion to accept and process referral requests placed through the Portal and we will not incur any liability by reason of acting or failing to act in such respect. In certain circumstances we may request additional confirmation or clarification before processing the referral request. **Referral requests are not processed by us in real time. We will provide information in the Portal about the number of business days we require to process referral requests. Any submission of a referral request through the Portal is deemed to be an acceptance of any additional terms we provide in the Portal with respect to such referral requests, including the number of business days that are required to process such referral requests. You understand and agree that any transaction for any financial product is between the user and the third party provider of the financial product. You understand and agree that you may not be eligible for any or all of the financial products appearing on the Website or the Portal, or for the rates appearing on the Website or the Portal, and that the third party provider of the financial product is solely responsible for approving or denying any application for any financial product, in its absolute discretion.** We are not responsible for the acts or omissions of any third party provider of financial products or for any actual, failed, proposed or discussed transaction

following your use of the Website or the Portal or any other decisions you make as a result of using the Website or the Portal.

**Fees:** We will not charge you any referral fees, other charges or commissions for your use of the Website or the Portal or for any referral to a third party provider of financial products, but we may receive referral fees from such third party providers of financial products. You acknowledge that third parties, including Internet and wireless service providers, may charge you additional fees for access to the Website and the Portal using a computer or other electronic device.

**Advertising.** You acknowledge and agree that the Website may contain advertisements for third party products and services. If you elect to have any business dealings with a third party whose products or services may be advertised on the Website, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that we shall not have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings. You shall be solely responsible for accessing any third party website through any link in any advertisement and it is your responsibility to ascertain whether any information or materials accessed or downloaded from any such third party website is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

**Changes:** We may change the Website or the Portal or this Agreement at any time. Changes may be made at any time to the Website or the Portal and the features, information and tools contained therein without any notice to you. We will notify you of a change to this Agreement by posting a notice on the Website and the Portal. Your use of the Website or the Portal after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using the Website and the Portal. We may assign this Agreement to a purchaser of all or a substantial portion of our assets without notice to you; you may not assign your rights under this Agreement without our prior written consent.

**Passwords:** When you first access the Portal you will create and acquire a password. This is your private password and you must keep your password confidential. You are solely responsible for the security and confidentiality of your password. You must never disclose, by accident or otherwise, the password to anyone else. When choosing a password, you must not use any password which can be easily obtained, guessed or reverse engineered by someone else, or a password you use for any other service. You should memorize your password rather than keep any written record of it. You must take all reasonable precautions to prevent others from seeing you entering your password, such as by ensuring that no one can see your key pad on your computer or other electronic device. We shall not be responsible for the unauthorized access to the Portal by any other person using your password and we are under no obligation to confirm the actual identity or authority of any user of your password. If you suspect that someone else knows your password or is accessing the Portal using your log-in information, you must take steps to change your password immediately and contact us by telephone as soon as possible and follow any instructions that we give to you. You may call us between the hours of 9:00 a.m. and 5:00 p.m. EST on a business day at 1 (844) 777-4624.

**Records:** You agree that we may, but shall not be required to, keep records of all activity in the Website and the Portal and any other communications that you have with us even though we may not be required by applicable law to keep such records. These records will be conclusive and binding on you, including in any legal proceedings, unless you provide clear proof that the records are erroneous or incomplete.

**Email:** Email sent over the Internet is not secure and may be lost, intercepted, or altered. If you send us confidential information by email, we will not be liable if it is lost or intercepted, altered or misused by someone else. If you send us an e-mail, you agree that we may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree we will not be liable if the information we provide to you by e-mail as contemplated in this section is lost or intercepted, altered or misused by someone else.

**Use an Anti-Virus Program, Anti-Spyware Program and Firewall; Signing Off:** The computer or other electronic device you use may be vulnerable to viruses or online attacks that seek to intercept or alter information, including sensitive information, which you provide through the Internet. To reduce the chances of harm, you should take all reasonable precautions, including ensuring that any computer or other electronic device you use to access the Website and the Portal (including a computer at work, the library, an Internet cafe or another public place) has an up-to-date anti-virus program, anti-spyware program and a firewall. You should ensure to have a complete and current backup of the

information on your computer system or other electronic device prior to using the Website and the Portal. To prevent unauthorized access to your account on the Portal, you must sign off of the Portal and close your browser, or sign off any mobile applications used by you, as soon as you finish using the Portal. We are not responsible for viruses or online attacks that might occur through the Internet.

**No Liability for Information Services:** We and our information providers will not be liable to you, or any other person, for damages, losses or expenses of any type arising from any information or tools provided on the Website or through the Portal (including, without limitation, quotation information (including interest rate or insurance rate quotations), news, articles, text, graphs, audio clips, video clips, broadcasts and/or seminars). As examples, we and our information providers will not be liable if any information or tools provided does not meet your needs, is not suitable for any particular purpose, is not timely, is not in sequence, is not accurate, or is unavailable at any time. Further, all express or implied, direct or indirect, representations, warranties and conditions in respect of the Website and the Portal, or any information or tools provided on the Website or through the Portal arising or implied by statute, common law, custom, usage of trade, course of performance, course of dealing or otherwise, including, but not limited to, any warranties or conditions, are expressly excluded. Our information providers may enforce the terms of this Agreement against you. Time delayed or real-time interest rate or insurance rate quotations included in any information or tools provided on the Website or through the Portal may not reflect the current market rates. Views, opinions and recommendations included in the information or tools provided on the Website or through the Portal are not endorsed by us or our information providers. The Website and the Portal are not intended to provide legal, accounting, financial, investment or tax advice and should not be relied upon in that regard.

**Intellectual Property Rights:** All information and tools we provide on the Website or through the Portal and all software and systems used by us are proprietary to us, our information providers and our other licensors, and are protected by intellectual property laws, including copyright. You agree not to sell, rent, distribute, publish, broadcast or commercially exploit any of the information or tools in any manner or furnish it to any other person without our prior written consent. You further agree not to use any of the information or tools except for your own personal use. No portion of the content of the Website or the Portal may be reproduced, other than for personal, non-commercial use, in any form or by any means, without our prior written permission. Except as otherwise permitted under this Agreement, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide the Portal or the Website; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Portal or the Website in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Portal or the Website or from other users of same. Nothing in this Agreement or on the Portal or the Website will be construed as providing you with any right, title, and interest in or to any of our intellectual property rights, or to grant you any licenses, whether by implication or otherwise.

**Access and Use:** We do not guarantee continuous access to the Portal or the Website. From time to time interruptions, errors or other deficiencies in service may occur, including, without limitation, maintenance interruptions, interruptions in the accessibility of the Internet, a system outage or heavy demand. You are responsible, at your own expense, to obtain and maintain all necessary equipment, software and communication links as required in order to access the Portal or the Website. You agree that you will not use the Website, the Portal, or the information or tools provided for an illegal or improper purpose, or take any steps that would have a negative impact on the security, integrity or functioning of our systems. You further agree not to use any third party website, software or service to access the Website or the Portal, the information or tools provided, or to stream any information we provide, including any interest rate or insurance rate quotations. Information in the Portal and the Website does not constitute a solicitation or offer to sell products or services. Links in the Website or in the Portal to other websites or references to products, services or publications other than ours should not be construed as an endorsement, recommendation or approval of such websites, products, services or publications by us. You acknowledge and agree that while you may access the Portal or the Website from other jurisdictions outside of Canada, the information and any tools in the Portal and the Website is intended for use only in Canadian jurisdictions. Canadian laws exclusively apply to the Portal and the Website and to the use of the Portal and the Website, notwithstanding domicile, residence or physical location of any user. If you access or use the Portal or the Website outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access by you.

**Limitation of Liability:** You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement, we will be liable to you only for direct damages, losses and expenses resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under this Agreement and we will not be liable to you for any other damages, losses and expenses. Also, we will not be liable to you under any circumstances for any indirect damages, losses or expenses (including any special, incidental or consequential damages or any damages for loss of profit or loss of business opportunity), regardless of the cause of action, and even if we were advised of the possibility of such damages, losses or expenses or were negligent. Gross negligence in this section means conduct (whether through action or inaction, or through words or silence) which is (a) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

**No Liability in Certain Cases:** Subject to applicable law, we will not be liable for any direct or indirect damages, losses or expenses of any kind, including special, incidental or consequential damages or any damages for loss of profit, business or opportunity arising from any of the following, regardless of the cause of action, even if it arises in negligence and even if we are advised of the possibility of the damages: (i) any input errors that you make and the consequences of that input error; (ii) any failure by you to sign fully off the Portal after you finish use; (iii) any failure by you to use appropriate anti-virus software, anti-spyware software and/or firewalls on a computer or other electronic device you use to access the Portal or the Website; (iv) government restrictions or actions; (v) any failure by us to perform under this Agreement, or delays, errors or interruptions of the Portal or the Website, that result from acts beyond our reasonable control including acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; or (vi) any other circumstance where we have indicated that we will not be liable or responsible in this Agreement.

**No Warranties:** No warranty or condition is given as to the nature, quality or character of the Portal or the Website, the information or tools provided through the Portal or the Website, or the services which can be accessed through the Portal or the Website. We disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Portal and the Website, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) the Portal or the Website will meet your requirements; (ii) the Portal or the Website will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Portal or the Website; (iv) all deficiencies in the Portal or the Website can be found or corrected; and (v) that the Portal or the Website or any communication from us, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

**Withdrawal of Access:** We may terminate this Agreement at any time. We may withdraw your access to the Portal at any time. These may be done without notice to you. This Agreement will continue to apply in respect of any access prior to the time of termination. We are not liable to you for any damage, loss, expense or inconvenience that results from any termination or withdrawal of access to the Portal.

**Governing Law:** Except as prohibited by the laws of your jurisdiction, this Agreement will be governed by and interpreted in accordance with the laws of the province of Ontario (without reference to its conflicts of laws rules) and the laws of Canada applicable in Ontario. You agree to submit to and be bound by those laws and the courts of Toronto, Ontario in the event of any dispute relating to this Agreement.

**Severability:** If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

**Quebec Only:** You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.