

## XFORTA FINANCIAL TECHNOLOGIES LTD Website Terms of Use

Last updated: **January 11, 2021**

These terms of use (the **“Agreement”**) form a legal agreement between you (**“You”**) and XFORTA FINANCIAL TECHNOLOGIES LTD, (the **“Company”**, **“We”** or **“Us”**). The effective date of this Agreement is when You accept or are deemed to accept this Agreement. You are deemed to have accepted and agreed to this Agreement, and all terms herein including the Limitation of Liability and Indemnification provisions, when you access this website. If You are accessing this website on behalf of a business, your access constitutes the business’ acceptance of these terms.

You hereby consent to the exchange of information and documents between You and Us electronically over the Internet or by email and agree this electronic Agreement shall be the equivalent of a written paper agreement between You and Us.

### OWNERSHIP AND COPYRIGHT

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade-names contained on this website (collectively the **“Content”**), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Company or its licensors, as the case may be. You shall have no right, title or interest, ownership or otherwise, in the Content.

### PERMITTED USE

The Company hereby grants to You a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the services offered by Us (**“Services”**).

### RESTRICTIONS ON USE

**You agree that You will not:**

- Distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system;

- Create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt,
- loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise.
- You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Company or its licensors or allow any third party to access the Content.

The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

### **LICENSE TO USE YOUR INFORMATION**

With the exception of your non-public personal information, You hereby grant to the Company a perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Company shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by the Company in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

### **PERSONAL INFORMATION**

The Company may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose information concerning You to solicit or offer You its Services, and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have in it.

### **SERVICE AGREEMENT**

If You procure Services from the Company or one of its suppliers or sponsors, then such Services shall be delivered pursuant to a separate agreement and are not provided hereunder and You shall have no rights or claims in respect of such Services hereunder.

## LIMITATIONS ON LIABILITY AND DISCLAIMERS

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION PROVIDED AND TRANSACTIONS CONDUCTED ON THIS WEBSITE OR ON THE INTERNET WILL BE CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK, AND, TO THE GREATEST EXTENT PERMITTED BY LAW, THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL OR TRANSACTION INFORMATION.

This website may contain links to other sites. The Company does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such sites, and when You access such sites, You are doing so at your own risk. In providing links to the other sites, the Company is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that the Company is affiliated or associated with the same. THE COMPANY DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPERLINKS TO, OR CONTENT FOUND ON, OTHER WEBSITES. The mention of another party or its product or service on this website should not be construed as an endorsement of that party or its product or service.

The Company will not be responsible for any damages You or any third party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You make available on the website or that You expressly or implicitly authorize the Company to make available, or for any errors or any changes made to any transmitted, stored or received information.

You are solely responsible for the retrieval and use of the Content. You should apply your own judgment in making any use of any Content, including, without limitation, the use of the Content as the basis for any conclusions or decisions.

THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNCORRUPTED, AND IS NOT TO BE RELIED UPON.

THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH YOU, THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, GUARANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS OR EMPLOYEES ("RELEASED PARTIES") BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE RELEASED PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE RELEASED PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

IN NO CASE WILL ANY RELEASED PARTY'S CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE OF ACTION WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE MORE THAN TWENTY U.S. DOLLARS \$20.00 USD.

THE COMPANY ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS WEBSITE. THE CONTENT ON THIS WEBSITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE COMPANY IS NOT

RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE COMPANY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

## TERMINATION

This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You for any reason or for no reason. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, your license to the Company, your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## INDEMNITY

You agree at all times to indemnify, defend and hold harmless the Released Parties, and each of them, against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) arising out of, sustained, incurred or paid by any of the Released Parties directly or indirectly in respect of:

- any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence;
- your use or misuse of the Content or this website, including without limitation infringement claims;
- your failure to comply with any of your obligations set forth in this Agreement;
- the inaccuracy or falsity of any representation or warranty made by You in relation to this Agreement; or
- your alleged or actual negligence or willful misconduct.

## GOVERNING LAW

The Company, this website and the Content (excluding linked websites or content) are physically located within the Province of Quebec, Canada. This Agreement shall be governed pursuant to the laws of Canada. Any and all disputes arising under this Agreement shall be resolved by binding arbitration administered by the Canadian Arbitration Association, and judgment on the award

rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You agree to waive any right You may have to the commencement of or participation in any class action against Company related to this website. You also agree to opt out of any class proceedings against Company or its licensors.

## INTERPRETATION

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts, other entities and unincorporated associations.

## ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time in accordance with the provisions of Section 13, and any and all other legal notices and policies on this website, constitute the entire agreement between You and the Company with respect to the use of this website and the Content.

## AMENDMENT AND WAIVER

The Company reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing or posted by the Company to the website. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) in this Agreement or any other agreement between You and the Company nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## SEVERABILITY

Any provision of this Agreement which is held by an arbitrator to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent

permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

## ENUREMENT

This Agreement shall inure to the benefit of and be binding upon You and the Company and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it and using the website, having the authority to accept this Agreement and having received a copy of this Agreement.

## ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You and any attempted transfer or assignment shall be null and void.

## LANGUAGE

The parties hereto agree that this Agreement is drafted and executed in the English language. Les parties aux présentes s'entendent pour que la présente convention soit rédigée en langue anglaise.