

Terms of Service

Effective date: July 1, 2024

Kikoff Inc., a Delaware corporation (“Kikoff”, the “Company,” “we,” “our,” or “us”), owns and operates the website at www.Kikoff.ca (the “Site”) and a related mobile application (the “App”). By accessing or using the Site or App, you (the “User”, “you”, or “your”) agree that you have read, understand and agree to be bound by these terms of service and any disclosures made to you in connection with a service (the “Terms of Service”). You represent and warrant that you have all necessary right, power and authority to enter into these Terms of Service and to perform and otherwise discharge all of your obligations hereunder. Please review these Terms of Service before using the Site or App. If you do not agree to these terms, you should not access the Site or App.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR AND OUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS DISCLAIMERS, INDEMNITIES, LIMITATIONS OF LIABILITY AND TERMS THAT APPLY IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

By accessing or using the Site or App, you will be deemed to agree to the then current Terms of Service. Be sure to return to this Site periodically to ensure you are familiar with the most current version of these Terms of Service.

You agree to receive, in electronic form, a copy of these Terms of Service, any required disclosures and all other notices, information or communications we may be required to send to you from time to time under applicable law. You agree to keep a copy of any electronic communications, including a copy of these Terms of Service, for your records and future reference. Any notices or other communications will be deemed to be delivered when emailed to your designated email address, as provided or updated by you from time to time.

Eligibility

The Site and App are intended solely for Users who are citizens or legal residents of Canada and are physically present in Canada, except in the province of Quebec, Saskatchewan, Nova Scotia, and New Brunswick at the time of such use. By using the Site or App, you represent and warrant that you agree to and will abide by all of the terms and conditions of these Terms of Service, and that you are not prohibited by applicable law from using the Site or App. You also confirm that you are not a resident or person located in the province of Quebec, Saskatchewan, Nova Scotia, and New Brunswick and that the place of the contract for the purposes of this Agreement shall be the province where you reside. If you violate any of these Terms of Service, the Company may delete your account and/or prohibit you from using or accessing the Site or App, at any time in its sole discretion, with or without notice.

Revisions

To the extent permitted by applicable law, we may make changes to these Terms of Service from time to time in our sole discretion. If we do make revisions, we will post the changed Terms of Service on the Site and will indicate at the top of this page under the heading “IMPORTANT NOTICE” the date these Terms of Service were last revised. You understand and agree that your continued use of the Site or App after we have made any such changes and provided such notice constitutes your acceptance of the changes to the Terms of Service. If you disagree with the changes, do not continue to use the Site or App. However, you will continue to be bound by the most recent version of the Terms of Service that you did accept.

Specific Registration Consents

When you register as a member, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our [Privacy Policy](#) as part of providing our Services (collectively, such information is your “Member Profile.”). By registering, you also specifically consent to let us request and receive your consumer report data and other data about you from third parties to include in your Member Profile as follows:

I understand that I am providing written instructions in accordance with applicable credit reporting legislation and other applicable law for Kikoff or its affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to TransUnion and Equifax. I understand that my instructions let Kikoff and affiliated companies obtain such information at any time for as long as I have a registered Kikoff account to use as described in the Terms of Service and [Privacy Policy](#).

I authorize Kikoff to access and review my credit information in order to display it to me and to provide me with relevant financial recommendations and marketing offers. I also accept Kikoff’s Terms of Service, [E-Sign Consent](#), and [Privacy Policy](#).

Proprietary Rights

The Site and App and all content contained or otherwise accessible through them, including designs, text, graphics, pictures, video, information and their selection and arrangement, and all intellectual property and other rights relating to the foregoing (collectively, including the Site and App, the “Content”), are the property of the Company with all rights, title, and interest reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company’s prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company’s services, including without limitation any Content. Unless explicitly stated in these Terms of Service, nothing in these Terms of Service will be

construed as conferring any license to intellectual property or other rights, whether by estoppel, implication or otherwise. Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that may cause confusion, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Provided that you are eligible to use the Site and App, you are granted a limited license to access and use the Site and App and to download or print a copy of any portion of the Content solely as required for your use of the Site or App, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation, and any other use of the Content is strictly prohibited.

Restrictions

You may not use the Site or App in any manner that violates applicable law. Without our prior consent, you may not use the Site or App in any manner that violates these Terms of Service, or that could or is intended to damage, disable, overburden, or impair the Site or App or interfere with any other party's use and enjoyment of the Site or App. We may terminate, disable or throttle your access to, or use of, the Site or App any time without notice for any reason, with or without cause in our sole discretion.

You may not use any automated means to access the Site or App or collect any information from the Site or App; frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over the Content, or otherwise affect the display of the Content, engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information from the Site or App.

If you are blocked by us from accessing the Site or App (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Representations

You represent, warrant and agree that no materials of any kind submitted through the Site or App will violate or infringe upon the rights of any third party, or contain otherwise unlawful or offensive material. You further represent and agree that you will not use the Site or App in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or App. Any materials that you do submit through the site or app may be used in any manner, without restriction, by us, even following the expiration or termination of these Terms of Service or your relationship with us.

Use of the App

You agree to use the App in accordance with these Terms of Service and any applicable usage rules of any third-party mobile telephone, tablet or other device (each a "Mobile Device") or service provider or the third party from whom you are downloading the App (each and "App Store"). Supported App Stores include Apple App Store and Google Play; other App Stores are not supported. It is your responsibility to review the terms and conditions of any App Store and to determine what usage rules of such App Store apply to you depending on (1) your mobile device, (2) the method by which you downloaded the App, and (3) the App Store from which you downloaded the App (collectively, the "Usage Rules").

We may offer products and services to you through the App. You acknowledge and understand that certain products and services available to you through the App, including your ability to conduct financial transactions, schedule payments or view your account balances, require data access or wireless internet capability. You agree that you are responsible for any such data access or wireless internet charges of your mobile device service provider. The App is designed to be accessible on multiple types of mobile devices and operating systems. We do not, however, make any representation or warranty that the App will be compatible with your mobile device or any specific operating system version of your mobile device or any other hardware, software, equipment or device installed on or used in connection with your mobile device. You agree that your functional use of the App may be affected by or dependent on your wireless connection and speed or your wireless service provider.

The functionality of the App could become disabled during times of poor connections or speeds from your wireless or internet service provider. You agree that it is your responsibility to verify the status of any attempted transaction by reviewing your account. You acknowledge and agree that the Company, and its affiliates, agents and licensors, will have no liability to you for any losses, financial or otherwise, suffered by you arising out of or resulting from compatibility or inoperability problems or the failure of or your failure to confirm any attempted transaction.

If you are accessing any agreements, disclosures, or other legally-required information we provide electronically on a mobile device, you must make sure that you have software on your mobile device that allows you to view, print and save the content presented to you. If you do not have these capabilities on your mobile device, please access our App and Site through a device that provides these capabilities.

You acknowledge, understand and agree that your use of the App and your access to your account through the App is also governed by any other agreement to which you have previously agreed to with the Company and each and every current and future affiliate of the Company in addition to these Terms of Service.

Customer Communications

By accepting these Terms of Service, you expressly consent to be contacted by us at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached.

You agree we, our agents, or service providers (including affiliates acting in this capacity) may contact you in any way, including by e-mail, SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You understand that you are not required to provide consent to marketing messages as a condition to accessing the Company's services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at help@Kikoff.ca. In addition, we may contact other people who may provide employment, location or other contact information for you. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave messages on your answering machine, voice mail, or send messages via text. You can revoke your consent at any time by contacting us help@Kikoff.ca. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored.

You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving your use of the Site or App or the Company's services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. The Company is not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your account or use of the Site or App. The Company may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

Mobile Identifiable Information

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Kikoff and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy](#) for how we treat your data.

Privacy

Please review our [Privacy Policy](#), which explains how we treat your personal information when you use our Site or the App. By using the Site or App, you are also consenting to our [Privacy Policy](#).

Your Account

Your acceptance of the [E-Sign Policy](#) is required to create an Account.

You may be presented with the opportunity or requirement to create an account to use certain parts of the Site or App. When you create an account, you may be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your account and access credentials and for restricting access to your computer and any other devices you use to access your account, and you agree to accept responsibility for all activities that occur under your account or access credentials. You may not assign or otherwise transfer your account to any other person. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit Content. You agree to (1) immediately notify us of any unauthorized use of your access credentials or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the Site or App. We will not be liable for any loss or damage arising from your failure to comply with this section.

You may be presented with the opportunity to apply for a loan or other product through the Site or App. When applying for a loan on the Site or App, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, the Company has the right to terminate your loan pre-registration and/or application and to decline to provide any and all future use of the Site or App. We reserve the right to decline your application for a loan or other product.

Services

Our Services provide, among other things, credit building loans, a method for customers to access credit score information, information regarding financial literacy and

education, credit alerts, and access to other financial products and services. The “Services” also include our mobile application.

The credit score and credit monitoring services are only available to customers who we are able to validate. While enrolling for the Services, we will ask you for your personal identification information and address. We may also ask you for other information, including contact information such as your phone number and e-mail address, and personal information to verify your identity and financial information. This information is required in order to verify your identity, charge you the agreed upon fees for our Services, and to fulfill our obligations to provide our Services to you, including communicating with third parties as necessary to provide such Services, such as identity verification companies, consumer reporting agencies credit bureaus, payment validation companies, law enforcement agencies, or others.

You agree that you will use the credit score and credit reporting services provided by Equifax and TransUnion as part of the Services to protect against or prevent actual fraud, unauthorized transactions, claims or other liabilities.

We will report loan repayments made by you to the credit reporting agencies (“CRAs”), which in part is designed to assist parties in establishing a credit history.

We are not responsible for how any CRA may manage or use the information provided to them by us and you agree to hold us harmless against any such claims. See such CRA for the terms and conditions of how they collect, store, manage, use, modify, disseminate and distribute such information. Once the information is transmitted from us to the CRA, that CRA will obtain an ownership interest in that data.

The Services are not intended to provide any credit repair, legal, tax or financial advice. We cannot guarantee any improvement in credit scores.

Once payment by a customer for a particular loan repayment has been reported to a CRA, the delinquency of a payment may negatively impact a customer’s credit history. Kikoff shall not be liable for any claims, charges, demands, damages or adverse impacts on a customer’s credit score or credit history if a customer does not complete a loan repayment or has default payments.

Score Disclosures

ERS 2.0, is a user-friendly credit score model developed by Equifax®. ERS 2.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you’ll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are two different major credit reporting agencies, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit

history to only one or two of the agencies. So, your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-to-day.

Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use ERS 2.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. Just remember that your associated risk level is often the same even if the number is not.

Purchase Policy

Some of the Services we offer may only be available for a fee. You will only be charged for fee-based services after we obtain your consent to pay such fees. We reserve the right to change fees for access to the Services, or to change what features are available at different fee levels, at any time. You shall pay all fees incurred through your use of the Services at the rates in effect for the billing period in which such Services are delivered.

We may cancel use of the Services with or without cause at any time.

Refund Policy

If a new tradeline from us appears on your credit report with any of the major credit reporting agencies (i.e. Equifax and TransUnion) within 45 days from the day of the purchase of the Services, no refund will be made.

If a tradeline does not appear within 45 days from the day of the purchase of the Services, you can request a full refund.

Disclaimers

None of Company, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, representatives, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, suitability, availability or usefulness of any of the Site, App and Content, for any purpose, and each of these persons disclaim liability for errors or omissions in the Site, App or Content.

Nothing on the Site or the App constitutes an offer to sell or a solicitation of an offer to buy or sell any security or to participate in any trading strategy. The Content is not intended to be relied upon as the basis for any investment decision. The Content is not to be construed as legal, business, or tax advice, and you should consult your own attorney, business advisor, and/or tax advisor in order to make an independent determination of the suitability and legal, business, and tax consequences of any action.

Your use of the Site or App is at your sole risk. To the maximum extent permitted by applicable law, the Site or App and all of the Content is provided “as is” and “as available,” without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Site, App or Content. The Company does not warrant that the Site or App is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under applicable law.

The Site or App may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or services on account of technical problems or traffic congestion on the Internet, Site or App. The Company further makes no warranty, express or implied, regarding the security of the Website, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this Website.

The Company reserves the right to change or discontinue any and all Content at any time without notice.

Calculators and tools on the Site or App provide you with estimates of loan terms that are generally available. The availability of these terms may change at any time at our sole discretion and are subject to our underwriting criteria. The loan terms you receive may be different.

The Site or App may contain links to websites or applications maintained by non-affiliated third parties. Such websites or applications may have terms of use, privacy policies, or security practices that are different from those of the Company. We are not responsible for the contents of any such website or application. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (INCLUDING INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES), INCLUDING FOR ANY LOST PROFITS OR LOST DATA, OR IN CONNECTION WITH ANY OTHER REMEDY RELATING TO OR ARISING FROM YOUR USE OF, OR A DELAY OR INABILITY TO USE, THE SITE OR APP OR ANY OF THE CONTENT OR OTHER SERVICES OR MATERIALS ON OR ACCESSED THROUGH THE SITE OR APP,

EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER REMEDY.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, APP OR CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR APP.

CERTAIN FEDERAL, PROVINCIAL AND TERRITORIAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

NEITHER THE COMPANY, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER CLIENT, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE SERVICES. NEITHER THE COMPANY, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ASSUME ANY LIABILITY FOR DAMAGES (WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY), IN CONNECTION WITH OR IN ANY WAY RELATED TO THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES OR ANY DATA OR INFORMATION THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY. NEITHER THE COMPANY, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID CLIENT FOR YOUR MEMBERSHIP. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THESE TERMS AND CONDITIONS.

Governing Law; Venue and Jurisdiction

Except as set forth in the section titled "Dispute Resolution" by visiting or using the Site or App, you agree that the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service.

You agree that you will not use the Site, App or the Company's products or services in any unlawful or fraudulent manner or for any unlawful or fraudulent purpose. You may not use or otherwise export or re-export the Site, App or Content except as authorized by Canadian law. You represent and warrant that you are not a person that is listed or

designated in any economic sanctions laws, regulations, orders, embargoes or restrictive measures administered, enacted or enforced by the Canadian Government, including Global Affairs Canada (and any successor thereto), any sanctions or requirements imposed by, based upon the obligations or authorities set forth in, Canada's *United Nations Act*, the *Special Economic Measures Act*, the *Justice for Victims of Corrupt Foreign Officials Act*, the *Criminal Code* (Canada), the *Freezing of Assets of Corrupt Foreign Officials Act*, in each case, as amended from time to time, including any person named on the "Consolidated Canadian Autonomous Sanctions List" produced by Global Affairs Canada: [Consolidated Canadian Autonomous Sanctions List \(international.gc.ca\)](http://international.gc.ca).

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Site, App or our services, your conduct in connection with the Site or App or with other Users of the Site or App, or any violation of these Terms of Service or of any applicable law or the rights of any third party.

DISPUTE RESOLUTION

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at help@Kikoff.ca. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to Kikoff Inc., PO Box 40070, Reno NV 89504 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. The amount of any settlement offer made by Company or you shall remain strictly confidential. If Company and you do not resolve the dispute within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding.

All disputes arising out of, in connection with, or in any way related to these Terms of Service (including, for greater certainty, any and all past, present or future disputes, claims or controversies that have arisen or may arise between you and Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, the App, your Account, any advertising or any other aspect of the relationship or transactions between you and us (collectively, "Claims")), shall be decided by final, binding and confidential arbitration to be conducted by a single arbitrator agreed to by the parties or administered by International Centre for Dispute Resolution–Canada's ("**ICDR Canada**") in accordance with the Canadian Arbitration Rules. The seat of the arbitration shall be the capital city of the province in which the borrower resides. The language of the arbitration shall be English.

The award of the arbitrator shall be final and binding, and neither party shall have the right to appeal it on the basis of any factual or legal errors.

The parties agree that notwithstanding the above, either of them may bring a claim against the other in the Small Claims Court of the province in which the borrower resides where the total amount at issue is no greater than \$10,000.

Other

We shall not be responsible for any failure to perform or any delay in performing any of its obligations under these Terms of Service where and to the extent that such failure or delay results directly or indirectly from an unforeseeable event beyond our reasonable control, including but not limited to: acts of war; acts of nature; earthquake; flood; pandemic; embargo; riot; sabotage; labour shortage or dispute; changes in applicable laws; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to place timely orders therefor, or lack of or delay in transportation. In addition, our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision in that or any other instance.

If any current or future provision of these Terms of Service is deemed unlawful, void or for any reason invalid or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provisions which shall continue in full force and effect.