

## **BOSS INSIGHTS: ONLINE TERMS AND CONDITIONS OF USE**

**Effective Date: FEBRUARY 5, 2020**

Welcome to Boss Insights, created and provided by Boss Insights Inc., its subsidiaries and related companies, and its affiliates (together "**Boss Insights**", "**Company**", "**us**", "**we**", "**our**"). We operate a platform that enables our clients ("**Lenders**") to acquire real-time information about its borrowers ("**you**", "**your**", "**Users**") in order to improve their lending decisions.

These terms of use ("**Terms**") and any other documents or additional terms expressly incorporated by reference (collectively, this "**Agreement**"), govern your access to and use of any content, functionality or services offered on or through the Boss Insights website, [bossinsights.com](https://bossinsights.com) (the "**Site**"), (collectively "**Services**").

You represent and warrant that you are an authorized representative of your business, and you agree that these Terms constitute a binding legal agreement entered into by and between your business and us.

**BY USING THE BOSS INSIGHTS SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE BOSS INSIGHTS SITE.**

### **1. Changes**

We reserve the right to revise and update these Terms from time to time without prior notice. Any such modifications are effective immediately upon posting and apply to all access and continued use of the Services. Your continued use of the Services following any such change constitutes your agreement to be bound by the Terms as changed. We suggest you check back frequently for updates.

### **2. Registration and User account**

In order to access and use the Services, you must register and maintain an account ("**Account**") with us.

#### **(a) Authentication**

You must create a username with a password, and follow the steps to create a User Account.

#### **(b) Security of User Account**

All the information you provide must be correct, current, and complete. You shall treat any username, password, or other information you provide to us as part of our security procedures as confidential, and you shall not disclose such information to any other person or entity. You shall exercise caution when accessing your Account from a public or shared device so that others are not able to view or record your password or other information. You agree that your Account is only to be used by you, and you agree not to provide any other person or entity with access to the Services using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password, or any other possible breach of security. You also agree to ensure that you log out from your account at the end of each session. You agree that you are responsible for any password misuse or any other unauthorized access.

#### **(c) Access requirements**

To access and use the Services, you must have a connected device running a supported browser and operating system. It is possible that you may need to download certain plugins or other software to ensure the compatibility of your device.

### 3. **Business information and third-party accounts**

In order to provide you with the Services, it is necessary for Boss Insights to process certain information about your business (“**Business Information**”) that is generated or hosted by certain third party business service providers to which you subscribe. You agree to connect your accounts with these service providers (“**Third Party Accounts**”) to the Boss Insights Site. You agree to allow Boss Insights to access these Third Party Accounts and collect your Business Information stored therein. You agree that you shall only provide Boss Insights with access to Third Party Accounts that are necessary for the fulfillment of the Services. You agree to allow Boss Insights to transfer your Business Information to the individual Lender from which you are or will be borrowing. You agree to allow us to use your Business Information in anonymized and aggregated form in order to train and improve our systems.

### 4. **Personal information and privacy**

The security of the personal information of your employees, volunteers, and other personnel, is important to us. Personal information we collect, use, disclose and otherwise process is described in, and governed by our Privacy Notice. We encourage you to read our Privacy Notice.

### 5. **Intellectual property and ownership**

You understand and agree that the Site and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, data, graphics, photographs, video, audio, design, presentation, selection, and arrangement (“**Material**”), are owned by Boss Insights, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights. Your use of the Materials, except as expressly authorized by us, constitutes an infringement or violation of the rights of the Material’s owner and may subject you to legal action.

The Boss Insights logo and all other related names, logos, product and service names, designs, images, and slogans are trademarks of Boss Insights or its affiliates or licensors. You may not use any such trademarks without our prior written consent. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials on our Site, in any form or medium, except:

- (i) your computer and browser / mobile device may temporarily store or cache copies of materials being accessed and viewed when using the Site in accordance with these Terms; and
- (ii) you may print one copy of the Materials, keeping any proprietary notices thereon, which you may only use for non-commercial purposes, and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

You shall not modify copies of any materials from the Site, nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials from Site.

**6. Disclaimer of warranties**

SOME JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES OR CONDITIONS AND, IF REQUIRED BY APPLICABLE LAW, SOME OF THE CONTENTS OF THIS SECTION MAY NOT APPLY TO CERTAIN USERS.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SITE AND YOUR COMPUTER, MOBILE DEVICE, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE.

**7. Limitation of liability**

SOME JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW ALL OR PART OF THE FOLLOWING LIMITATIONS OR EXCLUSIONS OF LIABILITY AND, IF REQUIRED BY APPLICABLE LAW, THE CONTENTS OF THIS SECTION MAY NOT APPLY TO USERS OF THE SERVICES.

UNDER NO CIRCUMSTANCE WILL THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE SITE, OUR SERVICES, OUR CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

## 8. **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Boss Insights, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms or your use of the Site.

## 9. **General Terms**

### (a) **Modifications and termination**

We reserve the right to modify or terminate the Site and our Services at any time. We are under no obligation to continue to provide the Site in any way or to provide you with updates or error corrections to our Site. Your rights under these Terms will terminate immediately and automatically, with or without notice in our sole discretion, if we cease to provide and support the Site.

### (b) **Force Majeure**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, pandemic, earthquake, tsunami, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

### (c) **Assignment**

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

### (d) **No waivers**

No waiver under these Terms is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof.

(e) **Severability**

If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) **Entire agreement**

The Terms constitute the sole and entire agreement between you and the Company regarding the site and Services, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

(g) **Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Boss Insights via email (in each case to the address that you provide) or by posting on our Site and/or within our Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. For posted notices, the date of posting will be the effective date of notice.

(h) **Governing law and choice of forum**

The Site and these Terms will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Site and under these Terms will be instituted in the courts of the Ontario or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

(i) **Language**

These Terms were written in English and may be translated to other languages solely for the convenience of our Users. In all cases, and specifically if a potential conflict between versions arises, the English version of these Terms controls.