



FINTER

Terms of Service

Finter Finance Inc.

Last Updated 6/16/2023

1. Welcome to Finter

By using the Services, you agree to these terms, the policies in our Privacy Policy, our End-User License Agreement (EULA) and any community guidelines and supplemental terms provided to you for the Services that you use (collectively, “Terms”). Please read the Terms carefully, as they form your entire agreement.

Our aim is to keep this Agreement as readable as possible, but in some cases for legal reasons, some of the languages are required “legalese”.

2. Your Acceptance of this Agreement

These terms of service are entered into by and between You and Finter Finance Inc., d/b/a Finter (“Company,” “we,” “our,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively “Terms of Service”), govern your access to and use of www.finterfinance.com, including any content, functionality, and services offered on or through www.finterfinance.com (the “Website”) and Finter (the “Application”).

Please read the Terms of Service carefully before you start to use the Website and Application. By using the Website and Application, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at www.finterfinance.com/privacypolicy, incorporated herein by reference. If you do not want to agree to these Terms of Service, you must not access or use the Website or Application

BY ACCESSING AND USING THIS WEBSITE AND/OR THE APPLICATION, YOU:

ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US; AND, YOU AGREE IF YOU ACCESS THE WEBSITE AND/OR APPLICATION FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK.

3. Updates to Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website and Application thereafter.

Continuing to use the Website and/or Application following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time

you access this Website and/or Application so you are aware of any changes, as they are binding on you. Updates to the Terms of Service may be made available to you via the Application and/or email, but you are responsible for locating and understanding any updates if and when they become available.

4. Your Responsibilities

You are required to ensure that all persons who access the Website and/or Application are aware of this Agreement and comply with it. It is a condition of your use of the Website and/or Application that all the information you provide on the Website and/or Application is correct, current, and complete.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND/OR APPLICATION AND YOUR COMPUTER, INTERNET AND STATE SECURITY.

5. Prohibited Activities

You may use the Website and/or Application only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website and/or Application:

- In any way that violates any applicable federal, provincial, local, or international law or regulation (including, without limitation, any laws regarding the exports of data software to and from Canada or other countries).
- For the purposes of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Submission Standards set out in these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Finter Finance, a Company employee, another user, or any other persona or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the website or application, or which as determined by us, may harm Finter Finance or users of the website or application, or expose them to liability.

Additionally, you agree not to:

- Use the Website and/or Application in any manner that could disable, overburden, damage, or impair the Site and/or App or interfere with any other party's use of the Website and/or Application, including their ability to engage in real-time activities through the Website and/or Application.
- Use any robot, spider, or other automated devices, process, or means to access the Website and/or Application for any purpose, including monitoring or copying any of the material on the Website and/or Application.
- Use any manual process to monitor or copy any of the material on the Website and/or Application, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website and/or Application.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website/Application, the server on which the Website/Application is stored, or any server, computer, or database connected to the Website/Application.
- Attack the Website and/or Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempting to interfere with the proper working of the website.

6. Intellectual Property Rights

The Website and Application and their entire contents, features, and functionality (including but not limited to all information [including "Data Drivers"], software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Finter Finance, its licensors, or other providers of such material and are protected by Canadian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website and/or Application for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website and/or application, except as follows:

- Your computer may temporarily store copies of such material in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

- You may download a single copy of the Application or desktop application to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our End User License Agreement for such applications.

You must not:

- Modify copies of any materials from this site or application.
- Delete or alter any of the copyright, trademark, or other proprietary rights notices from copies of materials from this site or app.

You must not access or use for any commercial purposes any part of the website or application or any services or materials available through the Website and/or Application.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website and/or Application in breach of the Terms of Service, your right to use the Website and Application will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website and Application or any content on the Website and Application is transferred to you, and all rights not expressly granted are reserved by Finter Finance. Any use of the Website and/or Application not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

7. Our Rights

We have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to or cooperation with law enforcement or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Website and/or Application; and
- Terminate or suspend your access to all or parts of the Website and/or Application for any or no reason, including without limitation, any violation of these Terms of Service.

YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY FINTER FINANCE AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER FINTER FINANCE OR BY LAW ENFORCEMENT AUTHORITIES.

8. Third-Party Links and Content

For your convenience, this Website and/or Applications and/or the users of this Website and/or Application may provide links or pointers to third-party sites or third-party content. We make no representation about any other websites or third-party content that may be accessed from this Website and/or Application. If you choose to access any such sites, you do so at your own risk. We have no control over third-party content or any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

9. Software

By downloading Our software, you acknowledge and agree to our End User License Agreement (“EULA”). The terms of the EULA will govern your use of the software.

10. Mobile Application

By using our mobile application, you acknowledge and agree to our EULA as well as the following:

1. If the mobile application fails to conform to any applicable warranty, you may notify the applicable application distributor, and the application may refund any applicable purchase price in accordance with its terms and policies, and to the maximum extent permitted by applicable law, the application distributor will have no other warranty obligation with respect to the mobile application;
2. You represent and warrant that (i) you are not located in a country that is subject to a Canadian government embargo, or that has been designated by the Canadian government as a “terrorist-supporting” country and (ii) you are not listed on any Canadian government list of prohibited or restricted parties;
3. You must comply with applicable third-party terms of service when using the mobile application; and
4. You acknowledge and agree that the application distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Service, and that each application distributor will have the right to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

11. Online Orders and Purchases

- A. All orders, purchases or transactions for the sales of goods, digital products, information, or subscriptions made using this Website and/or Application are subject to the following additional terms and conditions of sale:

1. You may not order or obtain goods, digital products or information from this Website and/or Application if you: (i) are prohibited from accessing or using this Website and/or Application or any of this Website's and/or Application's contents, goods, digital products or information by applicable law or (ii) you are outside the geographic region where the goods, digital products information or subscription are available for purchase.
 2. You agree that your order is an offer to buy, under these Terms of Service, all goods, digital products, or information listed in your order. All orders must be accepted by us or we will not be obligated to sell such goods, digital products, information or subscription to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items or subscription that you have ordered; and
 3. All prices, discounts, and promotions posited on this Website or Application are subject to change without notice. The price and currency charged for a goods, digital products, information or subscription will be the price and currency advertised on this Website or Application at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price and currency charged will be clearly stated in the shopping cart or "In-app" purchase before you can confirm your purchase. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes. All such taxes and charges will be added to your total pricing and will be itemized in your shopping cart or "In-app" purchase and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
 4. You agree to incur responsibility for the cancellation of your subscription to any "In-app" purchases through the appropriate format prior to renewal of the purchased subscription. If you purchase an auto-recurring periodic subscription through an "in-app" purchase, your IAP Account will be billed continuously for the subscription until you cancel in accordance with the platform terms. In all cases, please refer to the terms of your application platform which apply to your "in-app" purchases. ALL PURCHASES ARE FINAL. YOU HEREBY ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS/SUBSCRIPTIONS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. SOFTWARE MANAGEMENT
- B. Where an order indicates a license is being purchased:
1. All use on this Website and/or App of the terms "sell", "sale", "resell", "resale", "purchase", "price", and the like mean the purchase or sale of a license.
 2. You will comply with all terms and conditions of the applicable license Terms of Service for any goods, digital products or information you obtain through this Website, and you

- will not cause, induce, or permit others' non-compliance with the terms and conditions of any of license Terms of Services for the goods, digital products or information; and
3. Except for the limited license granted under the relevant license Terms of Service, nothing in these Terms of Service grant any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the good, digital product or information, whether expressly, by implication, estoppel, or otherwise. All right, title, and interests in and to the good, digital product or information are and will remain with Finter Finance or its licensors, as applicable.

12. Payment and Fees

You may be required to purchase or pay a fee to access our services. We accept for all purchases. However, Finter Finance does not guarantee the availability of any payment method at any moment and Finter may add, remove or suspend any payment method temporarily or permanently at Finter Finance's sole discretion. You agree to provide current, complete, and accurate purchases and account information for all purchases made via the Website and Application and to promptly update your account and expiration date, in order to complete your purchases and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in the currency advertised on the Website and/or Application.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Website or Application.

13. Disclaimers, Liability and Indemnification

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY GOODS, DIGITAL PRODUCTS, SERVICES, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY GOODS, SERVICES, DIGITAL PRODUCTS, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE 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.

YOU ACKNOWLEDGE AND AGREE THAT FINTER FINANCE OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE NO WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE AND/OR APPLICATION OR ITS CONTENTS OR THAT ANY GOODS, SERVICES, DIGITAL PRODUCTS, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE AND/OR APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE AND/OR APPLICATION OR THE SERVER THAT MAKES IT AVAILABLE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE CODE.

How We Limit Our Liability to You

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SERVICE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR (I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, WHETHER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Finter Finance, 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, judgements, awards, losses, cost, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Service or your use of the Website and/or Application including, but not limited to, third-party sites and content, any use of the Website's and/or Application's content and services other than as expressly authorized in these Terms of Services or any use of any goods, digital products and information purchased from this Website and/or Application.

14. Privacy Policy

Your provision of personal information through the Website and/or Application is governed by our privacy policy located at <http://www.finterfinance.com/policies> (the "Privacy Policy").

15. Privacy Policy

The Website and Application and these Terms of Services will be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws applicable

therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to this Website and Application and/or under these Terms of Service will be instituted in the courts of the Province of Ontario, 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.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern these Terms of Service or the rights and obligations of the parties under these Terms of Service.

16. Severability

If any provision of these Terms of Service is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Service will continue in full force and effect.

17. Entire Terms of Service

These Terms of Service constitute the entire and only Terms of Service between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous Terms of Services, undertakings, arrangements, understandings or statement of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of these Terms of Service, save those expressly set out in these Terms of Service, and that they shall have no rights or remedies with respect to such subject matter otherwise than they shall have no rights or remedies with the respect to such subject matter otherwise than under these Terms of Service save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of these Terms of Service shall be effective unless it is in writing and signed by or on behalf of Finter Finance.

18. Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

19. Notice

We may provide any notice to you under these Terms of Service by: (i) sending a message to the email address you provide to us and consent to us using; or (ii) by posting to the Website and/or Application.

Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To give us notice under these Terms of Service, you must contact us as follows: (i) by personal delivery, overnight courier or registered or certified mail to Finter Finance Inc., 290 Chambers Court, London, Ontario, N5X4H5, CA. We may update the address for notices to us by posting a notice on this Website and/or Application, Notices provided by personal delivery will be effective immediately once personally received by an authorized representative of Finter Finance. Notices provided by overnight courier or registered or certified mail will be effective once received and where confirmation has been provided to evidence the receipt of the notice.

20. Contact Us

This Website and Application are operated by Finter Finance Inc., 290 Chambers Court, London, Ontario, N5X4H5, CA +1 226 237 7712

Should you become aware of misuse of the Website and Application including libellous or defamatory conduct, you must report it to Finter Finance. All reports of misuse and other feedback, comments, requests for technical support, and other communications relating to the Website and/or Application should be directed to support@finterfinance.com and nixoncasson@gmail.com.