



Maple Finance Terms & Conditions

These Terms & Conditions set forth the terms and conditions for the use of the Maple Digital Financial Solutions Ltd. services (hereinafter referred to as the “**Services**”) provided by Maple Digital Financial Solutions Ltd (hereinafter referred to as the “**Maple Finance**”, “**we**,” “**us**,” and “**our**”).

By opening, registering, or using a Maple Finance Account, or by using other Maple Finance Services, Customers (hereinafter referred to as “**you**” and “**your**”) agree to be bound by these Terms & Conditions (hereinafter, Customer Agreement) and consent to receive communications related to the Services or your Maple Finance Account in electronic format. Customers are asked to carefully read the terms and conditions set forth in this Customer Agreement when registering to use the Services. Maple Finance recommends that you print out a copy of this Customer Agreement to retain as a reference. Please note that if you do not accept this Customer Agreement, you will not be able to use the Services. You also agree, by using the Services and accepting this Customer Agreement and Privacy Policy.

Please read carefully all of the terms of these policies and each of the other agreements that apply to you. Your use of certain of the Services may be subject to additional terms and conditions, as communicated by us to you through the Service, and such additional terms and conditions are incorporated into this User Agreement. This Customer Agreement contains several sections, and you should read all of them carefully. The headings are for reference only. Some capitalized terms have specific definitions that are defined in the Customer Agreement.

1. Maple Finance and its Affiliate

Maple Finance is registered in Canada with the Financial Transactions Reports Analysis Centre of Canada (“**FINTRAC**”), registration number M19504222. Maple Finance is registered as a money service business and is able to provide foreign exchange dealings, money transfer and dealing in virtual currencies services to its Customers.

2. Eligibility

To be eligible for our Services, you must be at least 18 years old, or the age of majority in your province or territory of residence. You further represent and warrant to us that if you are an individual and you open an account with us in the Maple Finance website (a “**Maple Finance Account**”) that you are acting exclusively for your own benefit and are not acting on behalf of any third party principal or any third party beneficiary. You must only use the Services to transact on your own account and not on behalf of any other person or entity.

3. The Services

A. Opening a Maple Finance Account

In order to use some or all of the Services, you must first open a Maple Finance Account by providing certain information. For legal reasons, all information you provide during the signup process or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your mailing address, email address, telephone number, and other contact information up-to-date in your Maple Finance Account profile. To make changes to your profile, login here and then go to your account page. We may refuse to provide or may discontinue providing the Services to any person or entity at any time for any reason. We treat all activities under a Maple Finance Account to be those of the registered user.

i. Account Security and Privacy

Protecting your privacy is very important to Maple Finance. Your passwords are stored on Maple Finance servers in encrypted form. We do not disclose your personal information, including account details, postal or email addresses to anyone except when legally required to do so and as specified in our Privacy Policy. Sensitive information between your browser and the Maple Finance.com website (the “**Maple Finance Website**”) is transferred in encrypted form using Secure Socket Layer (SSL). When transmitting sensitive information Maple Finance Website, you should always make sure that your browser can validate the Maple Finance.com certificate. For further details on our Privacy Policy, please click here <https://maplefinance.ca>.

You, not Maple Finance, are responsible for maintaining adequate security and control of any and all IDs, passwords, or any other details that you use to access your Maple Finance Account and the Services. You must never disclose your Maple Finance Account password or your customer reference number. We will never ask you to provide your password to us or to a third party. Tell us if anyone asks for your password, and contact Customer Support if you are not sure about this, or any other security-related aspect of your Maple Finance Account. You must never let anyone access your Maple Finance Account or watch you accessing your Maple Finance Account.

If you suspect your Maple Finance Account, login details, password or any other security features are stolen, lost, used without authorization or other Maple Finance compromised, you are advised to change your password. Contact Customer Support immediately if you believe your credentials have been compromised or you are suspicious about the security of your password or any other security features. The compromise of your credentials could enable thieves to access your bank account and



attempt transactions not authorized by you. Telephoning us is the best way to minimize your risk of loss. In addition, contact us at once if your transaction history for your Maple Finance Account shows transactions that you did not initiate.

We rely on you to regularly check the transactions history of your Maple Finance Account and to contact Customer Support immediately in case you have any questions or concerns. We may (but are not obligated to) suspend your Maple Finance Account or other Maple Finance restrict its functionality if we have concerns about the security of the Maple Finance Account or any of its security features; or potential unauthorized or fraudulent use of your Maple Finance Account.

You must make sure that your e-mail account(s) are secure and only accessible by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Maple Finance Account. Let Customer Support know immediately if your email address becomes compromised. Never use any functionality that allows login details or passwords to be stored by the computer or browser you are using or to be cached or other Maple Finance recorded. Additional Maple Finance products or Services you use may have additional security requirements, as notified to you by us, and you must familiarize yourself with those requirements.

ii. **Verification**

If you open a Maple Finance Account and use certain of the Services, law requires that we verify some of your information. You authorize Maple Finance to make any inquiries we consider necessary to validate your identity, either directly or through third parties, including checking commercial databases or credit reports.

Maple Finance reserves the right to access various government and private databases so as to verify your information. If certain databases provide a match to the information you provide then we may not have to ask for photographic evidence of your identity. Maple Finance reserves the right to close, suspend, or limit access to your Maple Finance Account and/or the Services in the event we are unable to obtain or verify this information.

B. Uploading Money

You may upload money in supported currencies into your Maple Finance Account in order to (i) convert the currency, (ii) send it to another person or to your own account or (iii) hold a balance in your Maple Finance Account for use later.



You can upload money through one or more methods, for example, a pre-authorized direct debit via electronic funds transfer (“EFT”) or a wire transfer from your bank account, with a credit or debit card or Interac™. The number of methods available to you will depend on a number of factors including your verification status with us.

We will credit your Maple Finance Account once we have received your money, and are not responsible for the money you have uploaded until we have received them. For some particular upload methods, we will credit the money to your Maple Finance Account as soon as possible subject to our right of reversal. This means if the actual amount you intended to upload does not reach us within a reasonable time, we may deduct such amount from your Maple Finance Account.

i. Upload Money by Interac™

If you choose to upload money via Interac™, you will need to provide your email address or phone number. When you choose to upload money via Interac™ you confirm: you are authorized to access and transmit funds from your bank account via Interac™, and that you have the authority to initiate an Interac™ e-transfer or approve an Interac™ request payment in the amount at issue to or from your bank account. The bank that you choose to complete your Interac™ e-transfer may have restrictions on the amount you may send in each Interac™ e-transfer and the frequency of Interac™ e-transfers you may have over a period of time.

ii. Upload Money by Wire or Electronic Funds Transfer From your Bank Account

If you choose to upload money using an electronic funds transfer from your bank account, or the domestic wire transfer method, then your transaction order will remain inactive until we receive your funds to our specified account. Such payments must be made to our specified account via an electronic funds transfer or domestic wire transfer. In cases where for any reason the upload transaction is cancelled or refused, then we will promptly return the deposit to your bank account from which the transaction originated. In the event that we are unable to return the deposit, then we will promptly contact you using the most current contact information provided to us by you through your Maple Finance registration.

iii. Upload Money by Wire or Electronic Funds Transfer From your Bank Account

No other payment methods are accepted, including cash, mailed check, or electronic check. For legal and security reasons, we may impose limits on how much you can upload into your Maple Finance Account.



C. **Receiving Money from Third Parties**

In certain currencies, we may provide to you specified bank account details that you can in turn provide to third parties so that they can send money to your Maple Finance Account using either the electronic funds transfer method, or the domestic wire transfer method. These account details are offered by our third-party banking partners. These specified bank account details that we provide to you in order for you to receive funds from third parties are for accounts held by Maple Finance and its affiliates (and we will credit your Maple Finance Account, which is held by us, upon receipt of such funds), and are not for a bank account held by you.

When someone sends money to your Maple Finance Account using a method that we support, the money will appear in your Maple Finance Account. You should check the incoming funds in your Maple Finance Account against your own records regularly and let us know if there are any irregularities. When you receive funds you can accept them as-is and maintain a balance in your Maple Finance Account in that currency or accept them and then convert it to another currency, and hold that currency or send it to your or a third party's account. If you choose to receive money using this method, you will not have access to such funds until we receive the funds into our specified account.

You acknowledge that the money received in your Maple Finance Account via this method may be subject to Reversal or Chargeback and you agree that we may deduct the received amount from your Maple Finance Account if it is reversed by the person who paid you the received amount or any relevant payment services provider. In cases for any reason the transaction is cancelled or refused, then we will promptly return the deposit to the bank account from which the transaction originated. In the event that we are unable to return the deposit, then we will promptly contact you using the most current contact information provided to us when you registered for your Maple Finance Account.

If you provide the account details we provide to you to a third party, you agree that you will not impose a surcharge or any other fee solely for accepting payment through a Service offered by Maple Finance. You are not permitted to receive payments by other payment methods, including cash, mailed check, or electronic check.

D. **Holding A Balance in your Maple Finance Account**

- i. **Maple Finance is not a bank and your Maple Finance Account is not a bank account.**

Maple Finance is not a bank and therefore value held as a balance in your Maple Finance Account represents an unsecured claim against Maple Finance and is not insured by the Canada Deposit Insurance Corporation (CDIC) or any other deposit protection scheme. Maple Finance owns the interest or other earnings on these investments, if any. Maple Finance



does not use balances held by its customers for operating expenses or other corporate purposes. In addition, as discussed above, the specified bank account details that we provide to you in order for you to receive funds from third parties are for accounts held by Maple Finance and its affiliates (and we will credit your Maple Finance Account, which is held by us, upon receipt of such funds), and are not for a bank account held by you.

ii. **History of Transactions**

All of your transactions (including your balance, uploaded money, and money you have received, converted, sent and/or withdrawn), including related fees and exchange rates, if applicable, are recorded in the transaction history section of your Maple Finance Account.

You may access this information after you have logged into your Maple Finance Account. We have allocated a transaction number to each transaction; you should quote this transaction number when communicating with us about a particular transaction.

E. Managing Your Money in Multiple Currencies

Your Maple Finance Account balance may be held in certain currencies supported by Maple Finance from time to time. You may hold a balance in more than one of these currencies at the same time. You are responsible for all risks associated with maintaining a Maple Finance Account balance in multiple currencies. You may not manage multiple currencies for speculative trading purposes.

F. Withdrawing or Sending Money

If you have a Maple Finance Account balance, you may remove it by:

- i. Withdrawing it by sending it to your own bank account (whether or not your bank account is based in Canada) through electronic funds transfer or other method, depending on the currency;
- ii. Sending it to another Maple Finance customer's account;
- iii. Sending it to a third party's bank account (whether or not it's based on Canada) through electronic funds transfer or other method, depending on the currency.

The number of payout methods made available to you will depend on a number of factors including your verification status with us. We cannot guarantee the use of any particular payout method and may change or stop offering a payout method at any time without notice to you, but we will ensure that you will have at least one payout method available to you unless prohibited by applicable law.



We will charge you a fee for each withdrawal or send money request. We will let you know the exact amount when you submit your request. Payout methods are not part of our Services, they are services provided by third parties for example the bank where you or the third party recipients hold a bank account.

iv. **Limits on Withdrawal and Sending Money**

You agree that your Maple Finance Account is subject to withdrawal and send money limits. If your withdrawal request exceeds the current limit, we may decline your request or impose additional checks or impose additional obligations or time limitations before allowing the money to be withdrawn.

v. **Delay in Withdrawal or Sending Money**

We do not have any control over the time it may take for your or a recipient's bank or payment provider to credit and make available funds to you or your recipient once we make the funds available to you or the recipient's bank or payment provider.

We may delay a withdrawal, in certain situations, including if we need to confirm that the withdrawal has been authorized by you or if other payments to your Maple Finance Account have been reversed for example, as a result of a chargeback or bank reversal.

G. Currency Conversion

Our Services include the ability to convert currencies, for example:

- i. You may upload money in one currency and use that balance to send money to a third party in another currency;
- ii. You may upload money in one currency and use that balance to withdraw money in a different currency; or
- iii. You may convert a currency balance in your Maple Finance Account to a different currency to hold in your Maple Finance Account

A conversion fee will apply when we perform a currency conversion. You must set up a currency conversion order from your Maple Finance Account and in each case the currency conversion order will be a "Fixed Source Order" which is a currency conversion order where you indicate that you wish to convert a fixed amount of source currency (the currency you start with) in order for you or your recipient to receive the converted amount in a target currency (the currency you want to send or end up with in your account). It is your responsibility to send us the money to fund a currency conversion order in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your bank or payment service provider.



Refusing a currency conversion order. We reserve the right in our sole discretion to refuse any currency conversion order. Reasons for refusal may include but are not limited to incorrect information about the recipient, insufficient available funds, or where we believe you may have violated this Customer Agreement, including we believe you are attempting to engage in currency trading or other trading for purposes not permitted by this Customer Agreement. We will endeavour to notify you of any refusal, using the contact information in your Maple Finance Account, stating (where possible) the reasons for such refusal and explaining how to correct any errors. However, we will not notify you if such notification may be unlawful.

Once we have received your currency conversion order, we will send you a confirmation by email that we have received it. Each currency conversion order is given a unique transaction number which is shown in the transaction history on your Maple Finance Account. You should quote this transaction number when communicating with us about a particular currency conversion order.

When will I be notified of my next scheduled transfers. If you have scheduled a transfer in advance then we will notify you 24 hours before your upcoming transfer, setting out the total fees and the estimated 'live' exchange rate for that transfer. By scheduling a transfer, you agree to TW sending the funds using the live exchange rate at any time on the scheduled date. If you have opted in to receiving emails, we will send you a transfer receipt after successfully sending your scheduled transfer.

iv. **Exchange rate used to convert currency**

We will let you know the exchange rate:

1. when you place your currency conversion order, if it is a guaranteed rate currency conversion order; or
2. when we have received your payment, if it is a non-guaranteed rate currency conversion order.

v. **Guaranteed Rates**

We will notify you of the guaranteed rate and the guaranteed time period (the "Guaranteed Period") when you create your Money Transfer.

Guaranteed Periods are subject to the following conditions:

1. (a) The Guaranteed Period may be extended if your Money Transfer is created over the weekend or public holiday.
2. (b) We must receive sufficient funds from you during the Guaranteed Period in order to convert your money at the guaranteed rate. You will see when we have received your money by logging into your Maple Finance Account.
3. (c) If we receive your funds after the Guaranteed Period, we will not be able to convert your money using the guaranteed rate and

your transfer will become a non-guaranteed rate transfer. Accordingly, we may convert your money at the applicable exchange rate at the time we receive your money or we will email you and ask you if you want to proceed with your transfer at the new exchange rate.

4. (d) We may change these guaranteed rate conditions or suspend the guarantee rate feature at any time.

vi. **Limits on Conversion**

We may place limits on the amount of currency you may convert at any given time. We may limit the amount of your conversion order consistent with our obligations under applicable law and at our discretion. If your conversion order is received by us after 5pm on a Business Day or not on a Business Day, your currency conversion order will be deemed received on the following Business Day.

vii. **Delay in Conversion**

We carry out verification checks and these checks may increase the time it takes to process your currency conversion order. We cannot be responsible for any delays as a result of carrying out those checks. The completion time of your currency conversion order (i.e., the date on which funds will be available to the recipient) is notified to you on your confirmation when you complete the setup of your transaction order.

viii. **Cancellation of your Currency Conversion Order**

You may cancel your currency conversion order for a full refund at any time before the transaction amount is converted in accordance with your instructions. However, frequent cancellations may result in our restricting your use of the Services.

You are responsible for ensuring the instructions you provide to us are accurate. Once payment instructions have been executed by Maple Finance, transactions cannot be cancelled or reversed and we will not be liable in any way for any loss you suffer as a result of a transaction being carried out in accordance with your instructions.

ix. **Auto Conversion.**

For certain currencies, you may be able to set one or more conversion orders to be automatically executed once the exchange rate you pick is offered by our Services (an "auto conversion order"). There may be limits to the number of auto conversion orders you are able to set up, as well as the amounts of money you can schedule to convert. Maple Finance does not guarantee that it will be able to execute your auto conversion order in all circumstances.



x. **We are not a currency trading platform.**

Maple Finance is not a currency trading platform, and accordingly, you should not use our Services, including the Maple Finance Account or the auto conversion order function for this purpose (including creating multiple auto conversion orders or a series of Money Transfers without the intention of completing them or for seeking to profit from FX trading). If we detect that you are using our Services for this purpose, we may, at our sole discretion, set a limit on the number of auto conversion orders you may create, cancel your orders, set a limit on the amount of money you can convert or transfer in one or more currencies or in the same currency, restrict your ability to use this or other features, or suspend or close your Maple Finance Account and disgorge your gains.

Closing Your Maple Finance Account

. **You May Close your Maple Finance Account**

You may end this Customer Agreement and close your Maple Finance Account at any time by contacting our Customer Support by email.

At the time of closure, if you still have money in your Maple Finance Account, you must withdraw your money within a reasonable period of time. You must not close your Maple Finance Account to avoid an investigation. If you attempt to close your Maple Finance Account during an investigation, we may hold your money until the investigation is fully completed. You agree that you will continue to be responsible for all obligations related to your Maple Finance Account even after it is closed.

i. **Maple Finance can Close your Maple Finance Account**

Maple Finance, in its sole discretion, reserves the right to suspend or terminate this Customer Agreement and access to or use of our Websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services for any reason and at any time upon notice to you and, upon termination of this Customer Agreement, the payment to you of any unrestricted funds held in your Maple Finance balance.

Reasons we may close your Maple Finance Account include, but are not limited to:

1. your breach of any provision of this Customer Agreement or documents referred to in this Customer Agreement;
2. we are requested or directed to do so by any competent court of law, government authority or agency, or law enforcement agency;
3. we have reason to believe you are in violation or breach of any applicable law or regulation; or



4. we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

We may also suspend your Maple Finance Account if it has been compromised or for other security reasons or has been used or is being used without your authorization or fraudulently.

If we close your Maple Finance Account or terminate your use of the Services for any reason, we'll provide you with notice of our actions and make any unrestricted prepaid money held in your Maple Finance Account available for withdrawal.

In the event of loss, claims, costs or expenses (including reasonable legal fees) arising out of your breach of this Agreement, any applicable law or regulation and/or your, or any authorised third parties', use of our Services, you agree to defend, compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.

ii. **What happens if you owe us money?**

In the event you are liable for any amounts owed to us, we may immediately remove such amounts from your Maple Finance Account (if available). If there are insufficient funds in your Maple Finance Account to cover your liability, we reserve the right to collect your debt to us by using any payments received in your Maple Finance Account and other Maple Finance you agree to reimburse us through other means. We may also recover amounts you owe us through other collection avenues, including, without limitation, through the use of a debt collection agency. We may recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Customer Agreement.

Communications

We are required to provide certain information to you in writing. By accepting this Customer Agreement, you agree that we can communicate with you electronically either by email or by posting notices on the Website.

We may call or text message you at the telephone number(s) you have provided to us. We may place such calls or texts to (i) provide notices regarding your Maple Finance Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. We may share your phone number(s) with service providers with whom we contract to assist us in providing you services, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply. We will not call or text you for marketing purposes.

5. Technology

A. Linking to Our Website

You may link to our Website, provided that you comply with the terms and conditions of this Customer Agreement, and follow certain rules. You may link to our Website, provided:

- you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- you do not suggest any form of association, approval or endorsement on our part where none exists;
- you do not frame our Website on any other site;
- you do not refer to any of our Services as “banking” services; and

We reserve the right to revoke such withdraw linking permission without notice and for any reason.

B. Third Party Services

You acknowledge and agree that the Company may engage third party partners and providers in order to deliver you the Services. Certain Website or App functionality may make available access to information, products, services and other materials made available by third parties (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website or App at any time. In addition, the availability of any Third Party Materials through the Website or App does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).



6. Limitations on Liability and Other General Terms

A. Limitation on Maple Finance's Liability

SOME PROVINCES AND TERRITORIES DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES (INCLUDING THE PROVINCE OF QUEBEC). IN THOSE PROVINCES, MAPLE FINANCE WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW.

IN ANY OTHER CASE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE (INCLUDING FOR GREATER CERTAINTY, OUR PARENT AND AFFILIATES), AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF MAPLE FINANCE, (INCLUDING FOR GREATER CERTAINTY OUR PARENT OR OUR AFFILIATES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE SERVICES, OR THIS CUSTOMER AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY (INCLUDING FOR GREATER CERTAINTY, THE LIABILITY OF OUR PARENT AND AFFILIATES), AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAPLE FINANCE (INCLUDING FOR GREATER CERTAINTY OUR PARENT AND AFFILIATES) AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) YOUR USE OF OR YOUR INABILITY TO USE MAPLE FINANCE'S SITES AND SERVICES; (B) DELAYS OR DISRUPTIONS IN MAPLE FINANCE'S SITES AND SERVICES; (C) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING MAPLE FINANCE'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO MAPLE FINANCE'S SITES OR SERVICES; (D) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN MAPLE FINANCE'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (E) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; (F) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (G) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR MAPLE FINANCE'S POLICIES. MAPLE FINANCE RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS



CUSTOMER AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

B. Service Availability

We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We have the right to suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable (in whole or in part) at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Services (including all hardware and telecommunications services).

C. No Warranty

SOME PROVINCES AND TERRITORIES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES (INCLUDING THE PROVINCE OF QUEBEC). IN THESE PROVINCES AND TERRITORIES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

IN ALL OTHER PROVINCES AND TERRITORIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, MAPLE FINANCE, OUR EMPLOYEES AND OUR SUPPLIERS PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. MAPLE FINANCE, OUR EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

D. Events Outside of Our Control

"Maple Finance" is a logo related to the Services that are either trademarks or registered trademarks of Maple Digital Financial Solutions Ltd. You may not copy, imitate, modify or use them without Maple Finance's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Maple Finance. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by Maple Finance for the purpose of redirecting web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes Maple Finance or the Services or display them in any manner that implies Maple Finance's sponsorship or endorsement. All right, title and interest in and to the Maple Finance Website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Maple Finance and its licensors.

E. Maple Finance is a Payment Service Provider



Our relationship with you under this Customer Agreement with you is as a payment service provider, and Maple Finance is an independent contractor for all purposes. Maple Finance is not your agent or trustee.

F. Entire Agreement

This Customer Agreement, along with any applicable policies and agreements on incorporated herein and on the Maple Finance Website, sets forth the entire understanding between you and Maple Finance with respect to the Services. Certain terms that by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

G. Law and Jurisdiction

The provision of the Services and any dispute or claim arising out of the provision of the Services is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any dispute or claim arising out of or in connection with the Service, this Customer Agreement, or use of the Website will be subject to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

H. Language

The parties have agreed that this Customer Agreement and any related documents will be written in the English language. *Les parties ont convenu que ce contrat et ses accessoires soient rédigés en anglais.*

I. Other Information About this Customer Agreement

- You may not transfer or assign any rights or obligations you have under this Customer Agreement without Maple Finance prior written consent. Maple Finance may transfer or assign this Customer Agreement or any right or obligation under this Customer Agreement at any time.
- Each of the paragraphs of this Customer Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date.
- Our failure to act with respect to a breach of any of your obligations under this Customer Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.
- This Customer Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings. This Agreement is between you and us. No other person shall have any rights



to enforce any of its terms. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.