



# FINCH FINANCIAL INC. TERMS OF SERVICE

These Terms of Service ("Terms", "Terms of Service") govern your relationship with <https://www.finchfinancial.ca> website or its affiliates (the "Service") operated by Finch Financial Inc. ("us", "we", or "our").

Please read these Terms of Service carefully before using the Service.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these terms and conditions, in whole or in part, please do not use the Service.

## Privacy and Personal Information

You can view Finch Financial's Privacy Policy [here](#). You agree to the applicable Privacy Policy, and any changes published by Finch Financial. You agree that we may use and maintain your data according to Privacy Policy as part of the Services. You give us permission to combine information you enter or upload for the Services with that of other users of the Services and/or other services. For example, this means that Finch Financial may use your and other users' non-identifiable, aggregated data to improve the Services. We may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your drivers license, your employment and housing history, as well as other financial information.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. We will not be held responsible or liable for any failure for the Purchase to complete, or any resulting loss or damages to you.

## **Availability, Errors and Inaccuracies**

In order to provide exceptional service, and accuracy, we regularly update the products and services on the Service.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Despite our best efforts, the products or services available on our Service may have an error regarding the price, be inaccurately described, or be unavailable.

We may experience delays in updating information on the Service and in our advertising on other websites.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for Finch Financial to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. FINCH FINANCIAL MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE

AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

## **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Account Information from Third Party Sites**

Users may direct Finch Financial to retrieve their own information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions ("Account Information"). Finch Financial works with one or more online service providers to access this Account Information. Finch Financial makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. Finch Financial is not responsible for the products and services offered by or on third-party sites. Finch Financial cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Finch Financial cannot assume responsibility for the timeliness, accuracy, deletion, non-

delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Services, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Services, in the manner prescribed in the associated instructions.

## **Intellectual Property**

The Service and all contents, including but not limited to text, images, graphics or code are the property of Finch Financial Inc. and are protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Service only for your own non-commercial use, or to place an order with Finch Financial Inc.. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you a license to use any trademark of Finch Financial Inc. or its affiliates. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Service.

## **Rights you Grant to Us**

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to Finch Financial through the Services, you are licensing that content to Finch Financial for the purpose of providing the Services. Finch Financial may use and store the content in accordance with this Agreement and our Privacy Policy. You represent that you are entitled to submit it to Finch Financial for use for this purpose, without any obligation by Finch Financial to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize Finch Financial to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Investments" feature of the Services, you will be directly connected to the website for the third party you have identified. Finch Financial will submit information including usernames and passwords that you provide to log into the Site. You hereby authorize and permit Finch Financial to use and store information submitted by you to accomplish the foregoing and to configure the Services so that it is compatible with the third party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Service, you grant Finch

Financial a limited power of attorney, and appoint Finch Financial as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN FINCH FINANCIAL IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, FINCH FINANCIAL IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD PARTY SITE. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services. Finch Financial is not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information.

## **Links To Other Web Sites**

The Service may contain links to third-party web sites or services that are not owned or controlled by Finch Financial.

Finch Financial has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

## **Indemnification**

You agree to indemnify, defend and hold harmless Finch Financial, its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, losses, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; (c) anything you post on or upload to the Service; and (d) any activity related to your account. This includes any negligent or illegal conduct by you, any person or entity accessing the Service using your account whether such access is obtained via fraudulent or illegal means.

## **Limitation Of Liability**

Finch Financial, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer And Non-Waiver of Rights**

Finch Financial Inc. makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability,

fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

Finch Financial Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms and Finch Financial Inc. chooses not to immediately act, or chooses not to act at all, Finch Financial Inc. will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. Finch Financial Inc. does not waive any of its rights. Finch Financial Inc. shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

## **Not a Financial Planner, Broker or Tax Advisor**

NEITHER FINCH FINANCIAL NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. FINCH FINANCIAL IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

## **Exclusions**

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the

limitations above may not apply to you. Provincial laws of Canada may apply to certain products and service provided.

## **Governing Law**

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Alberta and the laws of Canada, as applicable.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions or concerns about these Terms of Service or about the use of your personal information, please feel free to contact us by email at [info@finchfinancial.ca](mailto:info@finchfinancial.ca).

Date

November 1 2020

Ver 1.1

Contact Information:

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