

TERMS AND CONDITIONS OF SERVICE AND USE OF SMARTER LOANS

This Service Agreement ("Agreement") is made and entered into by the Customer (known as "Customer" or "You" and *SMARTER LOANS INC.* (known as "Smarter Loans" or "We").

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. ACCEPTANCE & TERM OF THE AGREEMENT

The Agreement becomes binding and effective upon Customer's acceptance of the Order Form, when:

- a) Smarter Loans receives a written acceptance via email, print, fax or similar method from Customer;
- b) Customer clicks on the designated "accept" button via a web form or similar; or
- c) Customer electronically signs the Agreement.

The Agreement is activated on the day that the Customer starts the subscription by accepting these terms and processing the first payment as described in Section 3. Agreement is automatically renewed either monthly or annually, as selected by the Customer when registering for the service. This agreement will continue unless terminated by either party.

2. SERVICES

Smarter Loans will provide to the Customer services as outlined in the subscription package selected by the Customer. The subscription packages may be customized by mutual agreement between Smarter Loans and Customer.

3. PAYMENTS AND REFUNDS

When opening your Smarter Loans account, a valid credit card will be required for billing purposes. You hereby allow Smarter Loans to store (or cause a third party to store on behalf of Smarter Loans) such payment information and agree to the following policies and procedures for payment of fees related to Smarter Loans.

Immediately upon signing up for your Smarter Loans account, the fees associated with the first month of your Smarter Loans account will be billed to such credit card. Within one (1) or two (2) business day of each thirty (30) day anniversary of the date on which you opened your Smarter Loans

account, the monthly fees associated with your Smarter Loans account for the following month will be billed to such credit card by Smarter Loans in accordance with the then-current Smarter Loans pricing schedule.

If you have subscribed to an annual plan, the fees associated with this plan will be billed to your credit card and renewed within one (1) or two (2) business day of the anniversary of your paid subscription date. If the credit card associated with your Smarter Loans account should expire, terminate or any payment is otherwise rejected by the issuing company, Smarter Loans may immediately terminate your account. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your Smarter Loans account, and (2) that a valid email address remains on file for your Smarter Loans account for any communications from Smarter Loans related to your account.

All fees charged by Smarter Loans in connection with Smarter Loans are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your use of Smarter Loans.

All payments made to Smarter Loans in connection with your Smarter Loans account are non-refundable, and Smarter Loans does not offer, and is not required to provide, any refunds or credits. There is no circumstance in which you will be entitled to, or Smarter Loans is required to provide, a refund or credit. In its sole discretion, Smarter Loans may provide a refund if (i) Smarter Loans terminates your Smarter Loans account without cause before the end of a billing period for which you have paid in full, or (ii) you are seeking a refund otherwise specifically provided for by these Terms and Conditions or other written policies of Smarter Loans and/or Smarter Loans then in effect and fully applicable.

4. MODIFICATIONS TO SMARTER LOANS AND PRICING

Smarter Loans reserves the right to, and you acknowledge and agree that Smarter Loans may, modify Smarter Loans, including without limitation the services offered thereby, and the fees, costs and pricing associated with Smarter Loans at any time and without notice. Without limiting the generality of the foregoing, Smarter Loans reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Smarter Loans (or any part thereof) without notice. Any new features that augment or enhance the then-current version of Smarter Loans, including the release of new tools and resources, shall be subject to these Terms and Conditions and may result, in Smarter Loans's sole discretion, to a price increase. Smarter Loans shall not be liable to you, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, price change, suspension or discontinuance of Smarter Loans.

Without limiting the foregoing, Smarter Loans may use banner notices or similar devices to alert you to certain modifications to Smarter Loans or the

pricing associated therewith. Alternatively, notice may consist of an email from Smarter Loans to an email address associated with your account, even if we have other contact information. You also agree that Smarter Loans may communicate with you through any available means including email, mobile number, telephone, or delivery services, including the postal service, about your Smarter Loans account or services associated with Smarter Loans. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about Smarter Loans or pricing.

5. CONFIDENTIALITY, COPYRIGHT, TRADEMARKS AND INTELLECTUAL PROPERTY

Smarter Loans may, in the course of engagement with the Customer, receive access to proprietary and confidential information belonging to the Customer, its customers, its suppliers and others ("Confidential Information"). Confidential information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Customer. Smarter Loans shall, both during and after Smarter Loans's Engagement with the Customer, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Customer. Smarter Loans may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to Smarter Loans prior to the date of this Agreement and with respect to which Smarter Loans does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Vendor informs the Customer of such requirement in sufficient time to allow the Customer to avoid such disclosure by Smarter Loans.

Smarter Loans shall return or destroy, as directed by the Customer, Confidential Information, Proprietary Property and any other Customer property to the Customer upon request by the Customer at any time. Smarter Loans shall certify, by way of affidavit or statutory declaration, that all such Confidential Information, Proprietary Property or Customer property has been returned or destroyed, as applicable.

Smarter Loans acknowledges that it has no intellectual property rights in any intellectual property owned by its customers. Any such intellectual property remains the property of such Smarter Loans customer. However, by becoming a Smarter Loans customer, you give us permission to display your logo and other trademarked or copyrighted materials in relation to your Smarter Loans listing and services. You further acknowledge and agree that Smarter Loans is not, in any manner, responsible for the security or protection of any intellectual property or similar content uploaded to Smarter Loans, the enforcement of any intellectual property or similar rights with respect to such content, and that Smarter Loans shall not be liable for any claims, damages, liabilities or other costs or expenses related thereto.

6. TERMINATION

Smarter Loans agrees that the Customer may terminate this Agreement at any time without notice or any further payment if Smarter Loans is in breach of any of the terms of this Agreement.

The Customer may terminate this Agreement at any time at its sole discretion, upon providing to Smarter Loans 30 calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

Smarter Loans may terminate this Agreement upon providing to the Customer 30 calendar days notice of Smarter Loans's intention to do so. Upon receipt of such notice the Customer may waive notice in which event this Agreement shall terminate immediately.

Upon termination of the Agreement, Customer's right to use the Smarter Loans Service will immediately terminate and the parties will be discharged from any obligations under the Agreement that had not accrued as of the effective date of termination, with the exception of any provisions that are intended to survive the termination or expiration of this Agreement. Notwithstanding any termination or expiration of this Agreement, Customer shall remain liable for all amounts payable in respect of Customer's use of or access to the Smarter Loans Service.

Terminating your account stops any further charges and terminates your Smarter Loans services. Payments are nonrefundable and there are no refunds or credits for partially used periods. Your subscription can be terminated at any time by emailing info@smarter.loans. Canceling your Smarter Loans services does not mean all information about your company will be removed from our website. Smarter Loans will continue storing publicly available information for Canadians.

Termination of this Agreement will have no effect on reviews or articles posted on the Smarter Loans websites, and such reviews will remain on

Smarter Loans's websites until removed by the individual providing the review or by Smarter Loans. Upon termination, Smarter Loans may at its choice continue to provide publicly available information about the Customer for the benefit of Canadian public.

7. OBLIGATIONS SURVIVING TERMINATION OF THIS AGREEMENT

All obligations to preserve the Customer's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

8. INDEMNITY

Customer shall indemnify Smarter Loans against any loss, damage or penalties suffered or incurred by Smarter Loans as a result of any third party claim (including any claim or allegation by any governmental authority) that (a) the use of any content provided by Customer (i) infringes the intellectual property rights of a third party and/or (ii) violates applicable law; (b) Smarter Loans's use of Customer data in accordance with this Agreement is in breach of any applicable laws related to data privacy; or (c) any email message sent or caused to be sent by Smarter Loans on Customer's behalf and with Customer's prior consent violates any applicable law, rule or regulation, including without limitation CAN-SPAM. Customer shall not bring any claim against Smarter Loans arising from or related to any User Content, including without limitation, any claim that the User Content is defamatory, offensive or otherwise harmful. Customer shall indemnify Smarter Loans against any loss or damage suffered or incurred by Smarter Loans as a result of any such claim, whether such claim is brought by Customer, any of its affiliates, or any of its or their officers, directors, employees, contractors, agents, shareholders, or other associated third parties.

9. LIMITATION OF LIABILITY

Smarter loans is provided on an "as is" and "as available" basis, with no warranties whatsoever. Smarter loans and each customer of smarter loans expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing: smarter loans and each customer of smarter loans disclaim any warranties regarding the security, reliability, timeliness, and performance of smarter loans; smarter loans disclaims all liability for any claims, damages, losses, costs or expenses (including attorney's fees) related to the following, and does not warrant that (i) smarter loans will meet your specific requirements, (ii) smarter loans will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of smarter loans will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or

obtained by you through smarter loans will meet your expectations, and (v) any errors in smarter loans will be corrected; smarter loans and each customer of smarter loans disclaim any warranties for any information, content or advice obtained through smarter loans; and, smarter loans and each customer of smarter loans disclaim any warranties for services or goods received through or advertised on smarter loans or received through any links provided by smarter loans.

In no event shall smarter loans (or its affiliates, licensors and suppliers) be liable concerning any subject matter related to the smarter loans service or any of the websites operated by smarter loans or its parent customer regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise) for (i) any loss of profits, contracts, turnover, business, business opportunity, loss or corruption of data or recovery of data, goodwill, security breach resulting from a failure of a third party telecommunications and/or the internet, anticipated savings or revenue (regardless of whether any of these is direct, indirect or consequential); (ii) any loss or damage arising in connection with liabilities to third parties (whether direct, indirect or consequential); (iii) any matter beyond its reasonable control; (iv) any indirect or consequential loss or damage whatsoever; or (v) damages, in the aggregate, in excess of amounts paid to smarter loans by customer (and retained by smarter loans hereunder during the previous 12-month period), even if smarter loans has been advised of the possibility of such damages. These limitations are independent from all other provisions of this agreement and shall apply notwithstanding the failure of any remedy provided herein.

Nothing in the agreement excludes or limits either party's liability matters which cannot be excluded or limited under applicable law.

You understand and agree that your use of smarter loans is at your own discretion and risk and that you will be solely responsible for any liability, claim, damages, loss, cost or expense, including, without limitation, loss of data, that results from or arises from your use of smarter loans.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to carry out the terms and conditions contained herein; (ii) the execution of this Agreement by such party, and the performance of its duties and obligations hereunder, do not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

11. DISCLAIMER OF WARRANTIES

The smarter loans service is supplied "as is" and is available without representation or warranty of any kind. Smarter loans expressly disclaims any and all warranties, express, implied or statutory including, without limitation, any warranties of non-infringement, merchantability or fitness for a particular purpose. The smarter loans service and any website operated by smarter loans may be modified, updated, inter-rupted, suspended or discontinued at any time without notice or liability to customer.

12. ENTIRE AGREEMENT

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

13. ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

14. MODIFICATIONS

Smarter Loans reserves the right to revise these Terms and Conditions at any time without notice. By using Smarter Loans, you are agreeing to be bound by the then current version of these Terms and Conditions.

15. GOVERNING LAW AND PRINCIPLES OF CONSTRUCTION

This Agreement shall be governed and construed in accordance with Ontario law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

16. QUESTIONS AND CONTACT

For any questions or concerns in relation to this agreement, please contact Smarter Loans via email at info@smarter.loans