

1. Your use of bank account verification enabled by Flinks API (“Flinks Service”) from within Canada Drives website (the “Software”) is subject to the following terms:

1.1. Proprietary Rights

You are permitted to use information, data or other materials delivered to you through the Flinks Service only with the Software. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, you agree not to reverse engineer or reverse compile any of the Flinks Service technology.

1.2 Content You Provide

You are licensing to Canada Drives Ltd. and its corporate affiliates and subsidiaries including 1195407 B.C. Ltd., 1025479 B.C. Ltd., 1003746 B.C. Ltd., Spring Financial Inc., Spring Auto Finance Ltd., and Spring Mortgage Group Inc. (collectively “Canada Drives Group” and each a “Canada Drives Company”) and Flinks Technology Inc. (“Flinks”), any data, passwords, or other information (collectively, “Content”) you provide through or to the Flinks Service. Canada Drives Group and Flinks may use, modify, display, distribute and create new material using such Content to provide the Flinks Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Canada Drives Group and Flinks may use the Content for the purposes set out above.

1.3 Third Party Accounts

By using the Software and the Flinks Service, you authorize Canada Drives Group and Flinks to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Canada Drives Group and Flinks a limited power of attorney, and you hereby appoint Canada Drives Group and Flinks as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, as required to provide you the Flinks Service. You acknowledge and agree that when a Canada Drives Company or Flinks accesses and retrieves information from third party sites, the Canada Drives Company and Flinks are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You. You understand and agree that the Flinks Service is not endorsed or sponsored by any third party account providers accessible through the Flinks Service.

1.4 Disclaimer of warranties

You expressly understand and agree that:

(a) Your use of the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service is at your sole risk. The Flinks Service is provided on an “as is” and “as available” basis. Canada Drives Group and Flinks expressly disclaim all warranties of any kind as to the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non- infringement.

(b) Canada Drives Group and Flinks make no warranty that (i) the Flinks Service will meet your requirements, (ii) the Flinks Service will be uninterrupted, timely, or error-free, (iii) the quality of any products, services, information, or other material purchased or obtained by you through the Flinks Service will meet your expectations, or (iv) any errors in the technology will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the Flinks Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from any Canada Drives Company or Flinks through or from the Flinks Service will create any warranty not expressly stated in these terms.

1.5 Limitation of liability.

You agree that neither any Canada Drives Company, Flinks, nor any of their affiliates or subsidiaries, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if any Canada Drives Company or Flinks has been advised of the possibility of such damages, resulting from:

(a) the use of or the inability to use the Flinks Service; **(b)** the cost of getting substitute goods and services; **(c)** any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Flinks Service; **(d)** unauthorized access to or alteration of your transmissions or data; **(e)** statements or conduct of anyone on the Flinks Service; **(f)** the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or **(g)** any other matter relating to the Flinks Service.

1.6 Indemnification

You agree to protect and fully compensate Canada Drives Group and Flinks and their affiliates and subsidiaries from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Flinks Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

1.7 Flinks

You agree that Flinks is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Flinks were a party to this Agreement.