

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

1. Acceptance of Terms and Conditions

This website (the "**Site**"), published by Allswealth Inc. ("**Allswealth**"), is subject to the following terms and conditions of use ("**Terms and Conditions**"). By accessing this Site, you, the "**User**", agree to fully accept and be bound by these Terms and Conditions, whether or not you register as a member on the Site. If you do not agree with these Terms and Conditions, you should immediately discontinue all use of this Site.

2. Changes to the Terms and Conditions

These Terms and Conditions are subject to change without notice to you and it is your responsibility to check this Site regularly for any such changes. Your continued use of this Site shall constitute your acceptance of any changes to these Terms and Conditions.

3. Non-compliance with Terms and Conditions

If you do not comply with these Terms and Conditions at any time, or if Allswealth has reasonable grounds to suspect same, Allswealth reserves the right to terminate your membership, your subscribership to the Allswealth mailing list, your customer account and/or your access to this Site (or any part of this Site), as applicable, in Allswealth's sole discretion.

4. Acceptable Use Policy

4.1 While using this Site, you may not:

- (a) upload, transmit, submit or otherwise distribute:
 - (i) any threatening, abusive, libelous, defamatory, obscene or unlawful information;
 - (ii) any confidential information of Allswealth or any third party without the authorization of the owner of such confidential information;
 - (iii) information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use this Site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using this Site; or
 - (iv) any materials that contain a virus, trojan horse, worm, cancelbot, ransomware or other harmful or disruptive component.
- (b) use or try to use another user's account on this Site without their written permission;

- (c) buy, sell, license, or otherwise trade in user names or other unique identifiers on this Site;
- (d) use the Site to gather addresses or other personal data for commercial mailing lists or databases;
- (e) violate any system or network security measures including but not limited to engaging in unauthorized access or use of Allswealth's or a third party's network, data or information;
- (f) remove any marks showing proprietary ownership from materials you download from this Site;
- (g) display any part of this Site on other websites with an inline frame or <iframe> or embed a part of all of the Site in another website or HTML document;
- (h) use framing, mirroring, scraping or data-mining in relation to this Site or any of its content in any form and by any method;
- (i) disable, avoid, or circumvent any security or access restrictions of this Site;
- (j) strain infrastructure of this Site with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems underlying this Site; and
- (k) encourage or help anyone in violation of these terms.

4.2 Allswealth may suspend or terminate your account or ability to access or use all or part of this Site or Products at any time: (i) for violation of, or encouraging others to violate, the Terms and Conditions; (ii) if Allswealth is required to do so to comply with a legal requirement or a court order; or (iii) if Allswealth believes there has been conduct that creates or could create liability or harm to any other User, other third party, or Allswealth. Allswealth reserves the right to modify, suspend, or discontinue this Site (in whole or in part) at any time, with or without notice to you. You agree that Allswealth will not be liable to you or to any third party for any modification, suspension, or discontinuation of this Site or any part thereof.

5. Intellectual Property

You have permission to use this Site solely for the purpose of managing your personal finances and for no other purpose. The Site and the contents of the Site are protected by applicable copyright and trademark laws. Unauthorized use or exploitation of the Site or such content is strictly prohibited including but not limited to unauthorized downloading, storage in any medium, copying, redistribution, retransmission, reproduction, or republication of the Site, or any part thereof, for any purpose.

6. Your Personal Information

If you register for membership or join the Allswealth mailing list, you agree to provide Allswealth solely with true, accurate and complete information about yourself and to update such information as required in order to keep it true, accurate and complete. Allswealth respects your

privacy and wants you to feel secure in your use of this Site and Allswealth's products and services. To understand how your personal information will be treated by Allswealth, please review Allswealth's Privacy Policy. Users are solely responsible for the information associated with their accounts and activity related to such accounts. You must maintain the security of your accounts and promptly notify Allswealth if you discover or suspect that someone has accessed your accounts without your permission.

7. Feedback

You agree that any ideas, suggestions, and feedback (e.g. suggested improvements, corrections, etc.) about Allswealth, this Site, or the Products that you provide are entirely voluntary, and that Allswealth may use such ideas, suggestions, and feedback without compensation or obligation to you.

8. No Warranties

- 8.1 The Site is provided on an "as is" and "as available" basis. Allswealth expressly disclaims any and all warranties and conditions of any kind, whether express or implied, including, without limitation, the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, Allswealth does not warrant the quality, accuracy, completeness, integrity or reliability of the content on the Site and that your use of, or reliance on the Site content is solely at your own risk.
- 8.2 Allswealth makes no specific commitments, representations or warranties of any kind with respect to the Site, including any representations or warranty that the use of the Site will (a) be timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system or data; (b) meet your requirements or expectations; (c) be free from errors or that defects will be corrected; (d) be free of viruses or other harmful consequences; (e) be entirely secure or that the information you share with us will be secure; (f) have specific features, be accurate, complete, current, reliable, available, or able to meet your needs.
- 8.3 Information on the Site is not intended to provide you with legal, accounting, tax, or financial advice and should not be relied upon in that regard. This site is only intended to provide you with general information and may not be relied upon for investment purpose.

9. Limitation of Liability

Except as required by applicable law, Allswealth, its officers, directors, employees, and agents will not be responsible for any loss of profits, revenues, business opportunities, goodwill, anticipated savings, or other intangible losses; loss or corruption of data; indirect or consequential loss; incidental exemplary or punitive damages of any kind caused by:

- (a) Your access to, use of, or inability to access or use the Site content;
- (b) Errors, mistakes, or inaccuracies in the Site content;
- (c) Personal injury or property damage resulting from your use of any part of the Site content;

- (d) Any interruption or cessation of the Site;
- (e) Your electronic transmission of confidential or sensitive information to Allswealth;
- (f) Any viruses or malicious code transmitted to or through the Site by any third party; and/or
- (g) Conduct of any third party or user using the Site including without limitation, defamatory, offensive or illegal conduct.

This provision applies to any claim, regardless of whether the claim asserted is based on warranty, contract, statute, tort (including negligence), or any other legal theory, whether or not Allswealth has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose. To the maximum extent permitted by law in the applicable jurisdiction, Allswealth's total cumulative liability for any claims arising from or relating to the Site, including for any implied warranties, is limited to CAD \$50.

10. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Allswealth, its officers, licensors, licensees, directors, employees and agents, as applicable, at your expense, from and against any and all claims, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Site content; (ii) your violation of any provision of these Terms and Conditions; (iii) your violation of any third party right, including without limitation, any claim that the use, publication, communication, or reproduction of your uploaded content infringes any intellectual property rights or privacy right of a third party; (iv) any claim that your uploaded content caused damage to a third party; or (v) your violation of applicable laws or regulations. Allswealth reserves the right to control the defence of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. This defense and indemnification obligation will survive the termination or expiry of these Terms and Conditions and your use of the Site.

11. Third Party Links

This Site may contain links to third party websites. The inclusion of any such links does not imply any approval, endorsement or recommendation of the material on such third party websites, or any association with the applicable third parties by Allswealth. Your use of any such link is entirely at your own risk. Allswealth does not make, and expressly disclaims, any warranty or condition, express or implied, statutory or otherwise, respecting any third party websites to which you may link via this Site, including, but not limited to, any warranties or conditions of merchantability, fitness for a particular purpose or non-infringement.

12. Severability of Terms

If any provision of these Terms and Conditions is found to be unlawful, void or unenforceable, then that provision shall be deemed to be severed from the rest of the Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

13. Waiver

The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver or limit that party's right to subsequently enforce and compel strict compliance with every provision of these Terms and Conditions.

14. Applicable Law

These Terms and Conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Dispute Resolution

Before commencing any proceeding in the manner set out below, the parties shall first attempt to resolve any dispute or differences between them by way of good faith negotiation. The good faith negotiation shall commence by each party communicating their position regarding the dispute to the other party, and how the parties should resolve the dispute. The parties shall then make good faith efforts to negotiate a resolution of the dispute. Neither party shall commence any proceedings unless the good faith negotiation fails.

Except where expressly prohibited by applicable statute, you agree that all disputes between you and Allswealth (whether or not such dispute involves a third party) with regard to your relationship with Allswealth, including without limitation disputes related to these Terms and Conditions, your use of the services, will be resolved by binding, individual arbitration. There is no judge or jury in arbitration and the court review of an arbitration award is limited. You hereby expressly waive trial by jury. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as judgement in any court of competent jurisdiction. If you are located in a jurisdiction where a statute expressly indicates that an arbitration requirement will not apply to you, you agree to solely make any claim against Allswealth in a small claims court located in Ontario.

You may bring claims only on your own behalf. Neither you, nor Allswealth will participate in a class action or a class-wide arbitration for any claims covered by these Terms and Conditions.

If you fail to timely pay amounts due, Allswealth may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or these Terms and Conditions.

Notwithstanding the provisions in this section or anywhere else in these Terms and Conditions, Allswealth will have to right to seek and obtain any provisional or interim relief from any court of competent jurisdiction to protect its intellectual property, property rights or confidential information.

16. Compliance with Local Laws

This Site is controlled and operated at facilities located in Canada. Allswealth makes no representation that the Site content is appropriate or available for use in locations other than the foregoing. If you choose to access this Site from other locations, you do so on your own initiative and you are responsible for compliance with local laws, if and to the extent that local laws are applicable.

17. Reporting and Contact Information

To report email abuse, SPAM or other illegal use or security issues, please send an email to contact@allwealth.ca.