

Terms of Use

WELCOME

SimplyBorrowed (“we”, “us”, “our”) welcomes you to its website located at www.simplyborrowed.ca (the “Website”). Please read the following terms of use (“Terms of Use”) before using the Website. By accessing and using the Services, you agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, your sole recourse is to immediately cease visiting the Website or using our Services. A copy of these Terms of Use may be downloaded, saved and printed for your reference.

OWNERSHIP / RESTRICTIONS ON USE

The Services are owned and operated by SimplyBorrowed. Any and all content, data, graphics, photographs, images, audio, video, software, systems, processes, trademarks, service marks, trade names and other information including, without limitation, the “look and feel” of the Website (collectively, the “Content”) contained in the Services are proprietary to SimplyBorrowed, its affiliates and/or third-party licensors. The Content is protected by Canadian, United States and international copyright and trademark laws.

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REGISTRATION AND PASSWORDS

To access certain portions of the Services, including your instalment loan, you may be asked to complete a registration form online (the “Account”). In consideration for your use of the Services, you agree to provide true, current, complete and accurate information as requested on any registration form to which the Services may direct you, and to update that registration information as soon as possible after any information on such registration form changes.

Upon registration, you will choose a username and password. You alone are responsible for keeping that password and username confidential, and for any and all activity that occurs in connection with your use of the Services under such password or username. You agree to immediately notify SimplyBorrowed of any unauthorized use of your password or username or any other breach of security.

CONSENT FOR CREDIT SCORE AND REPORTS

If you register for an account for SimplyBorrowed instalment loans, SimplyBorrowed will obtain your consent to obtain and provide you with your credit score and/or credit report for free from Equifax or another consumer reporting agency. SimplyBorrowed uses your credit score, information from your credit report and other information you provide in order to better

understand your financial needs and credit history, and provide you with tailored personal finance information, educational insights, recommendations, as well as personalized offers for SimplyBorrowed. Borrowwell will not share your credit or other personal information with third parties for marketing purposes without your consent. For more information, see our Privacy Policy. SimplyBorrowed is not responsible for the accuracy or completeness of any information contained in your credit report.

SimplyBorrowed may also periodically use this information to attempt to prequalify you for credit offers such as: personal loans, auto loans, or credit card offers. This attempt to prequalify may result in a soft inquiry from SimplyBorrowed with a consumer reporting agency that will not impact your credit score. Pre-Qualification offers are not guaranteed approval. Members will still need to submit an application with participating providers. Any Pre-Qualification offer is subject to change.

If you apply for a personal term loan, you will be asked to provide consent to SimplyBorrowed obtaining a credit score and/or report from a credit reporting agency. By providing such consent, you consent to SimplyBorrowed, and any of its service providers, affiliates or agents obtaining and using credit and other personal information about you (including credit reports) from any credit reporting agency, and exchanging information with any of them, on an ongoing basis. You acknowledge that this consent is effective immediately upon submitting your application and is being obtained to determine your eligibility for a personal term loan, and if approved, to open and administer your personal term loan, review and verify your ongoing creditworthiness, and manage and assess risk. You authorize any credit reporting agency to provide this information to SimplyBorrowed and any of its service providers, affiliates or agents.

BANK ACCOUNT VERIFICATION

When you apply for an instalment loan, you direct SimplyBorrowed to retrieve your bank account transaction history, balance information, and/or other information maintained by the financial institution that you choose for the last 90 days (“Third-Party Account Information”). SimplyBorrowed works with one or more third-party service providers to access this Third-Party Account Information. By using the Services, you authorize SimplyBorrowed to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. By agreeing to this Agreement, you are also agreeing that you are responsible for keeping your passwords and usernames for this Third-Party Account Information secure and for keeping those passwords and usernames up to date in the Services.

You acknowledge that any Third-Party Account Information that is displayed through the Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

If you are approved for a personal term loan, you will also be required to verify your bank account using a third party verification service. You will be required to agree to additional terms provided by our verification vendor, which will apply in addition to these Terms of Use.

LINKING

It is our goal to provide increased value to visitors to the Website. Therefore, the Service (including online advertisements) might offer you links to other sites on the Internet that are owned and operated by third parties and therefore not affiliated with us. Please understand that such linked websites are independent from SimplyBorrowed and that SimplyBorrowed has no control over the content of such websites. Consequently, Borrowell cannot be held liable and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such websites.

The links which we might place on our Website or the Services do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites.

MARKETING OFFERS

In connection with your use of the Services, we may send or otherwise provide you with marketing offers about third party financial products or services that may be of interest to you ("Third Party Offers"). SimplyBorrowed makes no representations or guarantees regarding your eligibility or qualification for such Third Party Offers. If you have any questions regarding any Third Party Offers, you must contact the third party directly. You understand and agree that Borrowell is merely providing you with information on Third Party Offers that may be of interest to you, and that SimplyBorrowed has no control over or responsibility for the Third Party Offers or any loss that

you may suffer as a result of the use of such Third Party Offers. You should exercise your own judgment and obtain any expert advice you consider necessary prior to entering into an arrangement with a third party.

USER CODE OF CONDUCT

As a condition of your continued access to and use of the Services, you agree to abide by all applicable federal, provincial, state, territorial and other laws and regulations and the “Code of Conduct” set forth below. Specifically, in addition, without limiting the foregoing, you agree not to:

1. upload, post, e-mail or otherwise transmit any material that:
2. harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such users;
3. for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
4. attempt to gain unauthorized access to the Services, other computer systems or networks connected to the Website, through password mining or any other means;
5. interfere with or disrupt networks or servers connected to the Services or violate the regulations, policies or procedures of such networks; and
6. use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information or any portion thereof other than in the context of your use of the Services.

DISCLAIMER/ LIMITATION OF LIABILITY

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING IN THE PROVINCE OF QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, LIABILITY OR CERTAIN DAMAGES OR LIMITATIONS OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS/LIMITATIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW.

ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, INCLUDING THE CONTENT, THIRD PARTY OFFERS AND SERVICES PROVIDED THEREIN (INCLUDING ANY THIRD PARTY BANK ACCOUNT VERIFICATION SERVICES), IS BEING PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

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WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF ANY CONTENT.

INDEMNITY

You agree to indemnify and hold harmless SimplyBorrowed, its affiliates, members, officers, employees, agents, and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from your (or anyone acting under your password or username) use of the Services, connection thereto, or any alleged violation by you of these Terms of Use, including, without limitation, the Code of Conduct and Third Party Offers.

PRIVACY

Please review our Privacy Policy at www.simplyborrowed.ca/privacy-policy for information on the manner in which we collect, use, disclose and otherwise manage your personal information.

CONTESTS

From time to time we may offer and/or co-sponsor contests or promotions in connection with the Services. Each of these activities shall be governed by specific rules accessible from the pages of the Website or App offering the promotion or when you submit your entry.

CHANGES AND TERMINATION

EXCEPT WHERE PROHIBITED BY LAW, INCLUDING THE PROVINCE OF QUEBEC, SimplyBorrowed reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Further, SimplyBorrowed reserves the right to change these Terms of Use at any time and to notify you by posting an updated version of the Terms of Use on this Website. You are responsible for regularly reviewing the Terms of Use, including, without limitation, by checking the date of “Last Update” at the bottom of this document. Continued use of the Website or App after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Website constituting consideration from Borrowwell to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms of Use (2) any policy or practice of ours in operating the Website or (3) any Content available through the Website, is to stop visiting and using the Services and/or to close your account by contacting customerservice@simplyborrowed.ca.

TRADEMARKS

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APPLICABLE LAWS

EXCEPT WHERE PROHIBITED BY LAW, INCLUDING IN THE PROVINCE OF QUEBEC, these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Toronto, Province of Ontario. Except if prohibited by law, the place of these Terms of Use is Toronto, Ontario.

If any provision of the present Terms of Use shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. A printed copy of these Terms of Use and of any notice in electronic form shall be admissible in any judicial or administrative proceedings to the same extent and under the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms of Use and any and all other legal notices or statements posted on the Website or App constitute the entire agreement between you and SimplyBorrowed with respect to the use of the Website, including the Content. In the event of a conflict between these Terms of Use and your Instalment Loan Agreement or other terms and conditions, the terms and conditions of your applicable loan prevails.

NOTICE

Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms of Use or to the services offered by the Website.

LANGUAGE

The parties hereto have expressly requested and required that these Terms of Use and all other related documents, including notices, be drawn up in the English language. *Les parties aux présentes conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent, y compris tout avis, soient rédigés en langue anglaise.*

CONTACT

If you have any questions or comments regarding these Terms of Use please contact us at customerservice@simplyborrowed.ca

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