

Terms & Conditions

This Agreement sets forth the terms and conditions that apply to your access and use of the website owned and operated by Kaptrak Inc. a company registered under the laws of Canada and located at www.kaptrak.com (hereby referred to as the "Website"). By using the Website, you agree to be bound by the terms and conditions of this Agreement, as they may be amended from time to time in the future.

Definitions

1. "Agreement" means these Terms & Conditions, including any and all subsequent amendments.
2. "Information" means any confidential and/or personally identifiable information or other information related to you, including but not limited to the following: name, email address, post/shipping address, phone number and financial information.
3. "Service" means the products, services, portals, and websites offered or available to you by Website.
4. "Us" or "We" or "Kaptrak" refers to Kaptrak Inc.
5. "Website" means any URL through which we provide the Services to you.
6. "Visitor" means that you simply browse the Website.
7. "Client" means that you have registered with Kaptrak.
8. "End-User" means that you are an individual who qualifies as a consumer and/or entity instructed by a registered client to log your information through the Kaptrak link)
9. "User," "you" or "your" means you and any other person or entity entering into these Terms & Conditions with us or using the Service as well as a Client, Visitor and/or End-User of Kaptrak and Kaptrak.com.

Provide Accurate Information

You, the end user, agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at other websites, and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights

You are permitted to use content delivered to you through the Service only on the Kaptrak platform. All content within this Website, including without limitation all software, graphics, text, design, images, illustrations, databases, user interfaces, visual interfaces, audio, design, structure, arrangement, products, and information (collectively, "Content") of this Website are owned, controlled, and licensed by Kaptrak and/or its licensors. The Content is protected by trademark, copyright, and patent laws, and other intellectual property rights and unfair competition laws. Kaptrak grants you the right to view and use the site subject to these terms. You may download or print a copy of information provided on the site for your personal, internal, and non-commercial use only. Except as expressly stated herein, no part of the Website or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded,

transmitted, or distributed in any way, including the use of framing or mirrors, to any other computer, server, website or other medium for publication. Further, you agree not to reverse engineer or reverse compile any of the service technology.

Content You Provide

You are licensing to Kaptrak and its service providers, any information, data, passwords, materials, or other content (collectively, "Information") you provide through or to the Service. Kaptrak and its service providers may use, modify, display, distribute and create new material using such Information to provide the service to you. By submitting Information, you automatically agree, or promise that the owner of such Information has expressly agreed that, without any particular time limit, and without the payment of any fees, Kaptrak and its service providers may use the Information for the purposes set out above. As between Kaptrak and its service providers, Kaptrak owns your confidential account Information.

Third Party Accounts

By using the Service, you authorize Kaptrak and its service providers 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 Kaptrak and its service providers, a limited power of attorney, and you hereby appoint Kaptrak and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, 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. YOU ACKNOWLEDGE AND AGREE THAT WHEN KAPTRAK OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, KAPTRAK AND ITS SERVICE PROVIDERS 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 Service is not endorsed or sponsored by any third-party account providers accessible through the Service. You acknowledge that by using this Service and Website, Kaptrak shall have access to your account credentials, including, but not limited to login username and passwords.

Acceptable Use

Kaptrak is not a lender. Kaptrak does not make any loan or credit decisions and are not representatives, brokers, or agents of any lender. Kaptrak is a paid service where its Clients (often lenders) compensate Kaptrak for facilitating the retrieval of your bank account information from your financial institution. The purposes may vary, but typically you are being asked to share your bank account data, including transaction history, to assist you in the process of application for finance.

The bank account information and other information you may provide Kaptrak is not,

and is not treated as, an application for a loan or a request to be pre-approved, pre-qualified or any similar concept. Kaptrak does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any lender; loan approval standards are established and maintained solely by individual lenders. Likewise, Kaptrak does not guarantee that the loan terms or rates offered and made available by lenders are the best terms or lowest rates available in the market. You should be aware that the rates and fees provided by lenders may be higher or lower depending on your complete credit profile, collateral/property considerations including but not limited to location, equity and value and income/asset consideration including, but not limited to loan to value and debt to income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement.

By using the Service, you authorize Kaptrak to allow its Clients to request you to log into your financial institution, through Kaptrak. If you successfully log in, a report will be generated showing the current status of the accounts found at that institution, very similar to your bank statement. Kaptrak does not warrant that the data is complete, accurate or certified. Instead, Kaptrak makes your bank account information, including bank transaction history, available to its Clients for their specific use. You will typically be asked to agree to their terms and conditions during this process.

Kaptrak shall make best efforts to retrieve your complete account information according to the type of verification requested. You agree that certain factors outside of our control may affect the completeness of the information returned including the data returned by our service providers, our data providers, and your financial institution. Similarly, Kaptrak may request that you enter your bank account number and routing number (or equivalent). In doing so, you authorize Kaptrak, our service providers, our data providers, and Clients to retrieve all bank account information available at your financial institution using the log in credentials you provided. In some cases, you may provide a partial or incorrect account number and Kaptrak will still be able to retrieve account information and transaction history. Kaptrak may retrieve account details for multiple checking and/or savings accounts that have different account numbers if they are available at your financial institution using the same credentials you provided. The way Kaptrak's Clients use your bank account data will vary widely and we encourage you to read their terms and conditions and understand how your data is being used and for what purposes by contacting them directly.

Disclaimer of Representation and Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KAPTRAK AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT

OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. KAPTRAK AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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 KAPTRAK OR OUR SERVICE PROVIDERS THROUGH OR FROM THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

YOU AGREE THAT NEITHER KAPTRAK OR OUR SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, 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 KAPTRAK OR OUR SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) 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 (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

Indemnification

You agree to protect and fully compensate Kaptrak and its service providers and their affiliates from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Service, your violation of these terms or your infringement thereof, or infringement by any other user of your account, of any intellectual property or other right

of anyone. You agree that our service providers are third party beneficiary of the above provisions, with all rights to enforce such provisions as if our service providers were a party to this Agreement.

Accepting the Terms

By using the information, tools, features and functionality located on the Website, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Website) or you are a “Client” (which means that you have registered with Kaptrak) or an “End-User” (which means that you are an individual who qualifies as a consumer and/or entity instructed by a registered client to log your information through the Kaptrak link). The term “you” or “User” refers to a Visitor, Client and/or End-User. If you wish to become a Client, communicate with other Clients and make use of the Service, you must read this Agreement and indicate your acceptance during the Kaptrak Registration process.

You may not use the Service and you may not accept this Agreement unless you are (i) at least 18 years of age; (ii) you are legally authorized to enter into this Agreement; (iii) you will not use this Website or the contents herein for any purpose or manner that violates any Laws, regulation or that infringes the rights of us or any third party; (iv) any information or data you provide to us will not violate any law, regulation or infringe the rights of any third party; (v) all information that you provide to us in connection with this Website (e.g. name, e-mail address, phone number and/or other information) is true, correct and accurate; and (vi) you are authorized and able to fulfill and perform the obligations and meet the conditions of a user as specified herein.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

Your Use of the Service

Your right to access and use the Website and the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the site for lawful purposes.

Your access and use of the Website may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Website or other actions that Kaptrak, in its sole discretion, may elect to take.

Access and Interference

You agree that you will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor

the site or any portion of the site, without Kaptrak's express written consent, which may be withheld in Kaptrak's sole discretion;

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the site, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of www.Kaptrak.com or the Service; or

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of www.Kaptrak.com or the Service.

Modifications

Kaptrak may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website www.Kaptrak.com site. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

Governing Law and Forum for Disputes

This Agreement, and your relationship with Kaptrak under this Agreement, shall be governed by the laws of Quebec without regard to its conflict or choice of law provisions. Any dispute with Kaptrak, or its officers, directors, employees, agents, or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the court of Quebec, district of Montreal, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Kaptrak may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, Kaptrak is able to offer the Service at the terms designated and that your assent to this provision is an indispensable consideration to this Agreement.

No Class Actions

To the extent allowed by law, You and Kaptrak each agree to waive any right to pursue disputes on a consolidated or class-wide basis; that is, to either join a claim with the claim of any other person or entity, or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding. You hereby understand that by agreeing to this class action waiver, you may only bring claims against Kaptrak in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

You also acknowledge and understand that, with respect to any dispute with Kaptrak, its officers, directors, employees, agents, or affiliates, arising out of or relating to your use

of the Service or this Agreement:

Entire Agreement

These Terms which are hereby incorporated by reference as if set forth fully herein, represent the entire agreement between You and Kaptrak with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Kaptrak with respect to the Website.

Miscellaneous

The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at info@Kaptrak.com

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