

Terms and Conditions

THE TERMS AND CONDITIONS BELOW CONTAIN AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER.

Welcome to Clever Credit Dashboard (herein referred to as "Clever Credit"), powered by ScoreNavigator Canada, Inc. ("SNCI") and any such are referred to as herein collectively as, "we", "us" and "our". Clever Credit is subject to your provider's online terms and conditions. In addition, by accessing and using Clever Credit, you agree to be bound by the below Terms and Conditions.

Clever Credit is provided to you subject to your agreement to be bound by these terms and conditions of use ("Terms and Conditions"). YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO CLEVER CREDIT. IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE CLEVER CREDIT.

Eligibility and Availability

Clever Credit is offered to select accountholders only. To access Clever Credit, you must have already enrolled in your provider's online secure account management website and accepted the online terms and conditions. You will not have access to Clever Credit if you do not have access to your provider's online account management website. Clever Credit is only available if we can match your personal information with your credit file. If TransUnion cannot match you to its credit database or is otherwise unable to generate your credit score, you will not be able to use all or part of this service until such time as you have built a credit sufficient history. We may terminate access to Clever Credit for any reason and without notice. You may ask to cancel your enrollment at any time, by contacting your provider. Your cancellation will be effective after your provider has a reasonable time to process it. Upon cancellation, you will lose access to Clever Credit, including any credit data and analyses that have been displayed to you in the past.

Consent to Obtain Credit Information

In order to deliver Clever Credit to you, we must obtain your credit file and other information. You hereby authorize SNCI to access your credit file from TransUnion and exchange certain information about you in order to verify your identity and provide you Clever Credit. Each time you access Clever Credit, you are providing "written instructions" as set forth in the applicable provincial consumer reporting legislation for SNCI to obtain your consumer credit report from TransUnion, a consumer reporting agency.

TransUnion Credit Score

The credit score provided is your TransUnion Score, a model created by TransUnion. The TransUnion Risk Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many different credit scores in the marketplace based on different models with different scoring ranges and lenders use a variety of different credit scores to make credit decisions. The Scores provided by Clever Credit are for educational/informational purposes only and are not intended for use by lenders. The credit score provided through Clever Credit may not be the same score used by your Lenders or other commercial users to make credit decisions about you. Clever Credit can only evaluate the Account information that appears on your TransUnion consumer credit report. Accounts not reported to, or subsequently deleted from, your TransUnion consumer credit report will not be reflected in your score.

SNCI does not maintain your credit report information and is not able to make any changes to it. SNCI cannot initiate any disputes on your behalf. Neither SNCI nor TransUnion is responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

Credit alerts, TransUnion credit reports and credit scores are available as part of Clever Credit, but are subject to a refresh frequency limit determined by your provider.

Simulations

Clever Credit has a Target Score Simulator and a Money Calculator that estimates how certain changes in your credit behavior may impact your credit score. These Simulators shows how these changes impact the credit score displayed on Clever Credit, which is the TransUnion Risk credit score. Simulated scores and score changes simulated by Clever Credit are only predicated estimates. Neither TransUnion nor SNCI guarantee that your actual credit score will change by the same amount, in the same way, or at all.

Not a Credit Repair Tool

TransUnion and SNCI are not credit repair or credit counseling organizations or similarly regulated organization under other applicable law, and do not provide credit repair advice. Clever Credit is not a credit repair tool and SNCI makes no representation or promise that it will improve your credit record, credit history or credit rating or provide you with any assistance in that regard.

Communications

You agree to receive, in electronic form, these Terms and Conditions and all other commercial electronic messages regarding Clever Credit, and complimentary products and services offered by SNCI or our third party business associates (such as, financial institutions, telecommunications companies, retailers, insurance companies, real estate companies). You can withdraw consent to allow SNCI or our third party business associates to send you commercial electronic messages by making use of the unsubscribe mechanism included in a promotional email you receive from us or a third party business associate or by contacting us as outlined below (see "Notices").

As part of the Clever Credit service, we may send you credit alerts by email, text message or telephone. You consent to receive these communications and any other service-related electronic messages. If you unsubscribe for marketing commercial electronic messages, you will continue to receive service-related electronic messages.

Right To Receive A Free Credit Report

The credit and personal information provided to you as part of the Clever Credit service does not constitute a "consumer disclosure" for the purposes of applicable consumer reporting legislation. By law, you are entitled to receive a free copy of your consumer disclosure from each of the national credit reporting agencies by contacting them directly. For more information visit www.transunion.ca.

New Features

We may, from time to time, introduce new features to Clever Credit or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

Intellectual Property

The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on Clever Credit are the property of SNCI or its licensors and are protected by copyright, trademark and other laws. In addition to our rights in individual elements of the Content within Clever Credit, SNCI owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from Clever Credit for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold,

transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of SNCI or the owner of the Content.

Disclaimer of Warranties and Liabilities

CLEVER CREDIT, INCLUDING ALL CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH CLEVER CREDIT, IS PROVIDED TO YOU "AS IS".

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER SNCI NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH CLEVER CREDIT, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO CLEVER CREDIT, PRODUCTS OR SERVICES OR THAT CLEVER CREDIT, PRODUCTS OR SERVICES WILL BE ERROR-FREE.

IN ADDITION, SNCI AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND INFORMATIONAL CONTENT.

THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF CLEVER CREDIT, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK.

BY USING CLEVER CREDIT, YOU ACKNOWLEDGE AND AGREE THAT NEITHER SNCI NOR ITS AFFILIATES HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO CLEVER CREDIT, CONTENT, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

Release

You agree to release, discharge and hold Clever Credit harmless from any and all claims, losses, damages, obligations, or liabilities, directly or indirectly relating from your use of the Clever Credit Dashboard. In no event shall SNCI be liable for any direct, incidental, special, punitive or consequential damages however caused arising out of your use, or inability to use, the Clever Credit Dashboard.

Privacy Policy

By accessing Clever Credit, you are consenting to the collection, use and disclosure of your personal information in accordance with our Privacy Statement. Our privacy statement can be reached from the Privacy Policy link located in the footer of each Clever Credit page.

Applicable Law

The laws applicable to the interpretation of these terms and conditions shall be the laws of the Province of Ontario and applicable federal law, without regard to any conflict of law provisions. SNCI can provide credit information only for individuals who have established credit in Canada. If you choose to access Clever Credit from outside Canada, you do so at your own initiative and are responsible for compliance with local laws.

Policy Regarding Children

We define children as individuals under the age of majority in their Province of residence. Clever Credit is not intended for the use of children and we do not intend to collect information about children through Clever Credit. Furthermore, you must have reached the age of majority in your Province of residence to access Clever Credit.

Policy on Links to Third Party Web Sites

Clever Credit may contain links to third party web sites. SNCI does not represent, guarantee, or endorse any web site that you may access from this web site. In addition, if we provide a link to a web site, we do not represent, guarantee, or endorse the company or any of its offerings. Links contained on this web site are provided solely as a convenience to you. When you access a non- SNCI web site, please understand that the linked site and its content are not under our control. SNCI is not responsible for web casting or any other form of transmission received from any linked sites. You are responsible for protecting your system from viruses and other invasive items.

Notices

You should send any notices or other communications regarding Clever Credit, including products or services accessed through Clever Credit, to ScoreNavigator Canada, Inc., 716 Gordon Baker Road (Unit 204-a), Toronto, Ontario M2H 3B4.

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your personal information, please go to "My Account" and then to "My Information."

AGREEMENT TO RESOLVE DISPUTES BY BINDING INDIVIDUAL ARBITRATION

THIS SECTION IS AN AGREEMENT TO ARBITRATE DISPUTES ("ARBITRATION AGREEMENT") THAT MAY ARISE AS A RESULT OF YOUR ACCESS TO AND USE OF CLEVER CREDIT, YOUR USE OF THE PRODUCTS OR SERVICES ACCESSED BY CREDIT VIEW, AND/OR THESE TERMS AND CONDITIONS.

Except where prohibited by law, you agree that any dispute, claim or controversy ("Claim") between you and SNCI or TransUnion, their respective parent, agents, contractors, employees, officers or assignees, arising out of or relating in any way to your access to and use of Clever Credit, your access or use of any product or service accessed through Clever Credit, and these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions, including, without limitation, tort and contract claims, claims based on any federal, provincial or local statute, law or regulation must be resolved exclusively by private and confidential binding arbitration, to the exclusion of the courts.

YOU UNDERSTAND AND AGREE THAT SUCH CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM, DISPUTE OR CONTROVERSY MAY BE CONSOLIDATED WITH A DISPUTE OF ANY OTHER PERSON IN ARBITRATION, OR RESOLVED ON A CLASS-WIDE BASIS BY A CLASS ACTION OR OTHER PROCEEDING AND YOU HEREBY WAIVE YOUR RIGHT TO COMMENCE OR PARTICIPATE IN ANY SUCH COLLECTIVE OR REPRESENTATIVE PROCEEDING. Unless a different procedure is required by applicable law, the arbitration will be conducted before a single arbitrator pursuant to the ADRIC Arbitration Rules of the ADR Institute of Canada (the "ADRIC"). The place of mediation shall be Toronto, Ontario. The language of the arbitration shall be English.

You understand and agree that before you take a dispute to arbitration under this Agreement, you must first contact our customer account representatives and give us an opportunity to resolve this dispute. Similarly, before SNCI takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty (60) days from the date you or SNCI is notified by the other of a dispute, either party may then contact the ADRIC in writing and request arbitration of the dispute. Information about the arbitration process and the ADRIC's arbitration rules and its fees are available from the ADRIC on the Internet at <http://www.amic.org/>.

This Arbitration Agreement and any proceedings hereunder shall be governed by the *Arbitration Act, 1991* (Ontario) as amended or replaced from time to time.

In the event of a conflict between the applicable arbitration rules and this Arbitration Agreement, this Arbitration Agreement shall govern. To the extent that the class action and collective action waivers contained herein are rendered invalid or unenforceable by applicable law as to any Claims, this Arbitration Agreement shall not apply to such Claims and thus we may elect to proceed exclusively in court. If any other provision of this Arbitration

Agreement should be found invalid or unenforceable, such a determination shall not affect the enforceability of the remaining provisions, which shall remain and continue in full force and effect. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

Version Date: May 2018