

# YIELDEXCHANGE.CA

## Website Terms & Conditions

1. These Website Terms and Conditions govern the use of this website, yieldexchange.ca (the "**Website**"). Your use of the Website will be deemed to constitute Your acceptance of and agreement to be bound by these Website Terms and Conditions. If You do not agree with these Website Terms and Conditions, You may not use the Website. You may print or download a copy of these Website Terms and Conditions agreement at any time.
2. We reserve the right, in our sole discretion, to modify, alter or otherwise update these Website Terms and Conditions at any time and You agree to be bound by such modifications, alterations or updates.
3. In these Website Terms and Conditions:

**YEI, Us, We: YEI, Us, We, Our, Ours** and other first-person pronouns will refer to Yield Exchange Inc., the creator, operator and publisher of the Website, as well as all employees and affiliates of YEI.

You, as the user of the Website, will be referred to with second-person pronouns such as **You, Your, Yours**, or as **User**.
4. YEI reserves any legal rights YEI has which are not expressly stated in these Website Terms and Conditions.
5. The services offered through the Website are subject to the terms of the applicable agreement governing their use.
6. Information on the Website is not intended to provide investment, financial, tax, accounting or legal advice.
7. The Website and information on the Website are provided on an "as is" and "as available" basis, without any representations or warranties of any kind, whether express or implied. YEI does not warrant the accuracy, adequacy, fitness for a particular purpose, timeliness, or completeness of the Website or information on the Website. YEI disclaims liability for any errors or omissions on the Website or information on the Website.
8. In connection with the services offered by Us, We may publish information on the Website about participating financial institutions and provide access to information about the financial products offered by them. YEI uses reasonable efforts to ensure the Website contains accurate and up-to-date information. However, YEI takes no accountability and does not make any representations or give advice, either express or implied, as to the quality, accuracy, timeliness, reliability or credibility of information or material provided or linked on the Website by participating financial institutions.
9. The contents of the Website are protected by applicable copyright and trademark laws. Certain items on the Website may be the copyright or trademark of third parties. Unauthorized use or exploitation of such content is strictly prohibited, including unauthorized downloading,

retransmission, storage in any medium, copying, redistribution, reproduction, or republication of any content of the Website for any purpose.

10. You must not use the Website:

- (a) to engage in any illegal conduct or fraudulent activity that is misleading, deceptive or unlawful;
- (b) for any other purpose than its intended use;
- (c) to make representations or act on behalf of Us;
- (d) to copy any content on the Website without Our prior written consent.

11. By accessing and using the Website You must not and will not instruct nor permit a third party to:

- (a) willfully or otherwise damage, disrupt or impede the performance, proper operation and infrastructure of the Website or the data contained;
- (b) use, endeavor to gain access or retain content of the Website its systems or services in any manner or form contrary to and not permitted by these Website Terms and Conditions;
- (c) introduce, submit or allow transmission of any material containing viruses or any other harmful computer codes that cause harm, damage, disruption to the Website its files, software and hardware;
- (d) devise or use methods that systematically download any content or service displayed on the Website or to combine the content with any other information, content, images or data;
- (e) devise or use methods designed to systematically locate information within the Website to obtain pricing, comparative quotes, offer/bid rankings and related business programs or systems;
- (f) restrict access or hinder another person, business or organization from using the Website and services;
- (g) pretend to be someone else or represent another person;
- (h) provide or transmit any information in any form that may would cause damage or loss both personal and monetary to us or any other person;
- (i) reverse engineer, decompile, mirror or attempt by any manner to detect the Websites source code, construction and processes or otherwise attempt to incorporate any portion of the Website into any service or product;
- (j) use or access the Website or its content in a way that infringes the intellectual property rights or other rights of any person;
- (k) remove any copyright, trademark or other intellectual property rights or proprietary rights;  
or
- (l) use any method or device (robot, spider or other application) to retrieve, copy, replicate, reconfigure or repackage content and the services.

12. YEI may need to interrupt access to the Website to perform maintenance or services on a scheduled or unscheduled basis. You acknowledge and agree that Your access to the Website may be affected by such downtime, but that YEI shall have no liability for any damage or loss caused as a result of such downtime.
13. YEI will not under any circumstances be liable to You or any other person in any way for any loss or damages (direct, indirect, special, economic, incidental, consequential, punitive or exemplary, including without limitation loss of revenue, data, anticipated profits or lost business) in respect of use of, or inability to use, or any reliance on, the Website, any of its content or links (including without limitation any inaccuracies or viruses), or any web browser or other equipment.
14. You agree to indemnify and hold YEI harmless against any and all claims, proceedings, obligations, liabilities, expenses, losses, damages and costs (including legal fees) that YEI may sustain or suffer as a result, whether directly or indirectly, of any breach of these Website Terms and Conditions.
15. If any provision of these Website Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Website Terms and Conditions will be in full force and effect.
16. These Website Terms and Conditions are governed by and construed according to the laws in force in British Columbia and the laws of Canada applicable in British Columbia, excluding any conflict of laws which would lead to the application of any other laws. You unconditionally and irrevocably submit to the exclusive jurisdiction of the provincial and federal courts located in British Columbia and all appellate courts from such courts.