

# Terms Of Service

EFFECTIVE DATE: DECEMBER 26, 2022

LAST REVISED: SEPTEMBER 21, 2023

**1. Terms of Service Agreement:** The following Terms of Service ("Terms") represent a legal agreement between you (either as an individual or on behalf of an entity) and NetNow Financial Inc., also known as NetNow ("NetNow", "we", "us", "our"). This agreement outlines the conditions under which you can access and use the services provided on the NetNow website at <https://netnow.io> ("Site"), as well as any other online or offline platforms referencing these Terms, and their related content and features, including but not limited to NetNow Financial INC ("NetNow Financial INC") – collectively referred to as the "Service".

Before using the Service, please review these Terms thoroughly. By accessing the Service or by selecting the accept or agree option when prompted, you confirm your acceptance of these Terms and our Privacy Notice. If you disagree with any part of these Terms, please refrain from using the Service immediately.

Please note: The Service is intended for users who are at least eighteen (18) years old. If you are below this age, you are prohibited from accessing or using the Service.

**2. Service Accessibility and Modifications:** While we aim to provide uninterrupted access to our Service, there may be times it's unavailable due to maintenance, updates, or unforeseen interruptions. We also retain the authority to update, alter, or restrict access to any component of the Service at our sole discretion, potentially without prior notification. Should the Service be unavailable for any duration or reason, we are not accountable for any inconveniences caused.

### **3. Intellectual Property Provisions**

(a) NetNow Content:

Our Service, encompassing its data, features, design, text, graphics, and other elements (termed “NetNow Content”), is the exclusive property of NetNow, its licensors, or content providers, safeguarded by U.S. and international intellectual property laws. Do not commercially use, or make this Service available to third parties. Unauthorized reproductions, alterations, public displays, and distributions of the NetNow Content are prohibited. No rights are conferred upon you beyond what is specified in these terms. Unauthorized use may lead to service restrictions or termination. Some NetNow Content may have additional terms, which you must adhere to.

(b) Your Content:

You can upload, post, and share content via some Service features (“Your Content”). While you retain its ownership, NetNow needs specific permissions to facilitate the Service. Thus, you grant NetNow a royalty-free, non-exclusive right to use Your Content as detailed here.

You assure NetNow that:

Your Content is owned by you or you have adequate rights.

No third-party rights or confidentiality agreements are breached by Your Content.

No laws are contravened when posting Your Content.

There are no claims, or potential claims, regarding Your Content.

NetNow can reject or remove Your Content that violates our terms. If deemed necessary, we may restrict your access.

It's your responsibility to keep copies of Your Content. NetNow isn't responsible for any content losses or damages.

(c) Systems Data:

All Systems Data is NetNow's exclusive property. We can legally use this data, possibly in aggregate form, to enhance our services and products. Here, "Systems Data" refers to aggregated, de-identified data related to Service usage, including certain content aspects.

(d) Feedback:

Any feedback or ideas shared can be utilized by NetNow. Although you retain ownership of such feedback, you grant NetNow a global, perpetual, non-exclusive license to use and further develop this feedback.

**4. Disclaimer.** Please be aware that we provide the Service and all NetNow content on an "as-is" basis, with no assurances or guarantees. The responsibility for ensuring the service meets your expectations in terms of quality, performance, accuracy, and effort lies entirely with you. We do not promise or guarantee any particular outcomes, and we specifically reject any and all representations or warranties, whether direct, indirect, or statutory. This includes, but is not limited to, guarantees related to product quality, suitability for a specific purpose, results, precision, completeness, and the protection of your private information. Any obligations we might have – including those of good faith, reasonable effort, or diligence – are hereby disclaimed. If there is an obligation that cannot be waived, your only recourse will be in cases where we act with deliberate misconduct. Moreover, we cannot promise non-infringement or that your use of the Service will remain uninterrupted. Any risks associated with the use of the Service or any NetNow

content are yours to bear.

## **5. Service Access and Account Safeguarding.**

(a) Ensure that you: (i) arrange everything needed to access the Service, such as your Internet connection; and (ii) inform anyone accessing the Service via your connection about these Terms and ensure their adherence.

(b) Some Service pages can be viewed without being a registered user ("User"). However, for full access, particularly to NetNow Financial INC sections, User registration is mandatory. You must provide truthful, up-to-date, and comprehensive information during registration and while using the Service.

(c) Keep your password secret. Any activities under your account are your responsibility. Your account is individual to you; do not share access details with others. If there's any unauthorized activity or security breach, inform us immediately. Always log out after using your account. We may modify a User name you choose if we find it unsuitable or offensive at our discretion.

## **6. Service Information and No Advisory.**

NetNow does not guarantee the information's accuracy, timeliness, or completeness on the Service. The Service is purely informative. It's not a call to invest or conduct any transaction. The Service should not be perceived as giving financial, legal, tax, or other professional advice. Always consult a professional before making any decisions. NetNow will not be accountable for decisions you make based on the Service's content.

## **7. Payment Terms.**

(a) At NetNow's discretion, some services might be free or chargeable. If a fee applies: (i) prices may change without prior notice; and (ii) the applicable fees will be disclosed to you. If you disagree with the fee, cancel the transaction. Unless specified, payments are in U.S. dollars. We might add sales tax to purchases when necessary.

(b) Ensure you settle any charges or fees related to the Service using a valid payment method. By making a purchase, you grant us permission to charge your selected payment method. For subscriptions or recurring charges, we'll bill your payment method automatically until you cancel. Refunds are not part of our policy unless explicitly mentioned.

(c) Always maintain updated payment details. Ensure you swiftly adjust your account details, including email, payment method, and card expiration date, for seamless transactions and communication. If payments fail or there's an overdue balance, we'll employ other means to collect outstanding amounts. This might include using alternative payment methods or hiring collection agencies and legal representation at our discretion.

(d) We retain the right to rectify pricing mistakes, even post-payment. We also reserve the right to decline any payments related to the Service.

## **8. NetNow Financial INC Terms:**

(a) Upon registering and obtaining Usage Rights for NetNow Financial INC, we grant you a limited, revocable license to access and use our services for personal, informational purposes. This license is subject to the specific Usage Rights you've acquired.

(b) Always operate within your acquired Usage Rights. For instance, some Usage Rights might limit the number of users or impose other restrictions. It's your responsibility to be aware of these limitations. If you overstep these bounds, NetNow may:

Charge you additional fees for unauthorized use.

Require payment within 30 days of the invoice.

Pursue other available remedies for unauthorized use.

(c) NetNow Financial INC is a digital platform enabling:

Credit Seekers to submit applications to potential Credit Providers.

Credit Providers to review and decide on these applications.

Although NetNow offers a template credit application, Credit Providers should note:

It's just a template and might not cater to specific needs.

Modifications can be made as per individual requirements.

NetNow isn't liable for the template's accuracy or any changes made by Credit Providers.

Credit Seekers must:

Provide true, complete, and owned credit data.

Ensure data shared doesn't breach any third-party rights.

Credit Providers acknowledge that NetNow doesn't verify this data's authenticity.

The platform's display is based on user input. NetNow isn't responsible for:

The accuracy of such inputs.

Decisions made based on these inputs.

Our platform is for informational purposes. NetNow:

Doesn't guarantee data accuracy or timeliness.

Doesn't offer financial advice.

Users should exercise personal discretion when making financial decisions based on the platform's data.

Credit decisions lie solely with Credit Providers, not NetNow. Providers must comply with all applicable Credit Laws.

Interactions and disputes between users, including Credit Seekers and Providers, don't involve NetNow. We hold no liability for such disputes.

(d) We may provide a free trial (Demo Service) of NetNow Financial INC. Users trying this service:

Will be billed after the trial or after surpassing certain features.

Acknowledge that NetNow isn't responsible for any issues arising from the Demo Service's use. Any risks associated with the Demo Service are solely the user's responsibility.

## **9. User Responsibilities.**

You are permitted to utilize the Service only for lawful objectives, consistent with the stipulations of these Terms of Service. Unless explicitly allowed by these Terms of Service, you commit to refrain from:

(a) Unauthorized utilization of the Service, such as amassing user details or creating accounts through deceitful or automated methods.

(b) Tampering with the Service's security measures or evading restrictions placed on content and its use.

- (c) Unsanctioned framing or linking related to the Service.
- (d) Deceiving or attempting to extract sensitive details from NetNow or its users.
- (e) Misusing NetNow's support channels or falsely reporting issues.
- (f) Automated interactions with the Service, including but not limited to scripts, bots, or data extraction tools.
- (g) Extracting data from the Service for unauthorized compilations or directories.
- (h) Imposing undue stress on the Service or its related networks.
- (i) Impersonating users or misusing another user's identity.
- (j) Trading or transferring your User account.
- (k) Using gathered information to harm, harass, or intimidate others.
- (l) Exploiting the Service for competitive or commercial profits.
- (m) Altering, disassembling, or trying to decode the Service, its content, or associated software.
- (n) Disrespecting or intimidating our staff or representatives involved in the Service's provision.
- (o) Removing intellectual property notices from the Service or its content.
- (p) Cloning or altering the Service's underlying software or code.
- (q) Introducing disruptive or malicious content, including spam or malware, which affects the Service's usability.
- (r) Implementing passive or active data collection tools, such as "spyware" or web bugs.
- (s) Using unauthorized systems, like offline readers or scrapers, which access the Service.



(t) Defaming or negatively impacting NetNow or the Service.

(u) Contravening any applicable Laws, encompassing but not limited to, anti-corruption, privacy, and data protection regulations.

(v) Violating third-party rights, including intellectual property or privacy rights, through the Service or its content.

## **10. Interactions with Third-Party Websites, Materials, and Content.**

(a) Our Service may direct you to external websites. NetNow offers these links for your convenience. If you engage with any of these linked sites, you're not transacting with NetNow. It's advised to consult the respective website's "terms of use", contracts, or privacy notices before finalizing any transaction.

(b) NetNow might incorporate third-party services, applications, or software to provide you with our Service. You commit to adhering to any applicable third-party license agreements, terms of use, or service conditions. You must not act in a manner that would lead to NetNow violating these third-party terms. Additionally, understand that NetNow isn't accountable for any issues or liabilities related to the unavailability or malfunctions of such third-party integrations.

(c) The Service might showcase or include third-party content, such as data or materials ("Third Party Materials"). You recognize that NetNow isn't accountable for the accuracy, completeness, legality, or any other features of these Third Party Materials. NetNow won't bear any responsibility regarding these Third Party Materials to you or any other party.

(d) It's essential to understand that any actions by NetNow such as: (i) linking to an external website; (ii) integrating third-party applications, services, or software; or (iii) featuring Third Party Materials, do not imply our endorsement of the respective third party. Providers of these third-party services, applications, or content might be beneficiaries of these Terms of Service, preserving the right to enforce them as stipulated.

## **11. Oversight and Implementation.**

(a) We hold the right, without being bound, to: (i) oversee the Service for any breaches of these Terms of Service; (ii) initiate suitable legal measures against any individual who, at our sole judgment, breaches any Laws or these Terms of Service, which may include reporting such individuals to the relevant authorities; (iii) at our discretion and without any constraints, decline, limit access, adjust the availability, or deactivate (if technically possible) any of Your Content or a segment of it; (iv) at our discretion and without prior notice or liability, remove or deactivate any files or content from the Service that are deemed overly large or potentially taxing on our infrastructure; and (v) supervise the Service in ways that uphold our rights, assets, and ensure its smooth operation.

(b) NetNow can: (i) reveal your identity or other pertinent details to any third party asserting that Your Content or other materials you've posted or transmitted via the Service infringe on their rights, including intellectual property, publicity rights, or privacy; or (ii) pursue legal measures, including, but not limited to, alerting law enforcement, in case of any illicit or unauthorized utilization of the Service. We retain the full authority to cooperate extensively with law enforcement, third parties, or any court directive that asks or directs us to unveil the identity or other details (including Your Content) of any user posting or transmitting materials via the Service.

(c) We do not guarantee that we will review Your Content or any other user submissions before they are posted or shared via the Service. We cannot promise the timely removal of undesirable content once posted or shared. As a result, we are not accountable for any actions or lack thereof concerning the content or communications, including any of Your Content, provided by users or third parties. We disclaim any obligation or liability for undertaking or not undertaking the activities mentioned in this Section.

## **12. Privacy Acknowledgment; Supplementary Provisions.**

(a) By providing us with your personal information, either during registration or any other interaction with the Service, you acknowledge that such information will be managed as per our Privacy Notice. You hereby give consent for us to handle your personal details in line with our Privacy Notice.

(b) Engaging with the Service implies adhering to any supplementary terms, policies, rules, or guidelines pertinent to the Service or specific aspects or content of the Service that we might post on or link to the Service (termed “Additional Terms”). All such Additional Terms are integrated into and form part of these Terms of Service.

### **13. Contact for Copyright Concerns.**

We honor and uphold the intellectual property rights of others. If you suspect that your copyrighted material has been improperly used within our Service, you can reach out to our designated Copyright Representative with the following details: (i) an electronic or physical signature from someone empowered to represent the copyright holder; (ii) clear identification of the copyrighted content believed to be infringed upon; (iii) details of the alleged infringing material, along with information that allows us to locate it; (iv) contact details including address, phone number, and if accessible, an email for the complainant; (v) a statement asserting that the complainant genuinely believes the contested use of the material isn’t permitted by the copyright owner, their representative, or legal statutes; and (vi) an assertion that the provided data in the claim is factual, and, subject to perjury penalties, that the complainant is entitled to act for the copyright owner whose rights are purportedly violated.

To address claims and concerns related to copyright violations (excluding other types of notices), direct them to our Copyright Representative as described below:

Via post:

Fasken

333 Bay St. #2400,

Toronto, ON M5H 2T6

Canada

## **14. Ending or Discontinuation.**

As highlighted earlier, this Terms of Service represents a binding contract between you and NetNow concerning your utilization of the Service. Either party, be it you or us, can conclude this Terms of Service either with or without reason or prior notification. Even after ending the agreement, you remain responsible for payments or other duties accrued before the termination. If you continue using the Service post-termination, it will be seen as your renewed acceptance of these Terms of Service. If regulations mandate that we notify about termination or discontinuation, we might either post it directly on the Service or send a message to any contact information (email or otherwise) we have of you in our database. Any rights of NetNow under these Terms of Service which, by their description, essence, or context, are meant to outlast the termination will continue post-termination. Without fully ending your privilege to use the Service according to these Terms of Service (and without affecting NetNow's right to conclude the Terms of Service), we reserve the right to pause or restrict your access to the Service if we believe you may be infringing or disobeying these Terms or could potentially cause harm to us or others. Any violations of these Terms by NetNow will not be considered a significant violation unless NetNow is provided a minimum of fifteen (15) working days to rectify the violation.

## **15. Applicable Law.**

We operate the Service from our locations within Canada and the United States, primarily for Canadian and United States audiences. Should you access the Service from areas outside Canada or the United States, you undertake this on your own initiative and are accountable for adhering to local regulations. Do not use or distribute any content from the Service in breach of Canadian or United States' export rules and guidelines or these Terms of Service. You concur that these Terms of Service and any claims of all types (including but not limited to, contract, tort, and strict liability) concerning the Service will be interpreted under and governed by Canadian laws, applicable to agreements crafted and fully executed within Canada, disregarding any conflict of law provisions. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT GOVERN THESE TERMS OF SERVICE. All disputes will be adjudicated

solely in the courts of Ontario. By using our Service, you accept the jurisdiction of these courts, relinquish any assertion or defense regarding inconvenience of this venue, and agree to be served as per the stipulations of Canadian legislation.

#### **16.Information Accuracy.**

The Service might display content with errors, inaccuracies, or missing details, including but not limited to product descriptions, prices, and availability. We retain the right to amend any discrepancies or incomplete information and modify the content on the Service anytime, without prior warning.

#### **17.Usage Restrictions; Representation.**

You are permitted to use the Service exclusively for lawful, internal, non-commercial purposes, in adherence to this Terms of Service, unless stated otherwise. If you access the Service on behalf of an organization, you confirm that you have the authority to agree to these Terms on its behalf. Moreover, said entity commits to indemnify NetNow as detailed in Section 20.

#### **18. Liability Disclaimer.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU CONCUR THAT NEITHER NetNow NOR ITS CURRENT OR FUTURE PARTNERS, VENDORS, OR REPRESENTATIVES SHALL BE ACCOUNTABLE TO YOU OR ANY THIRD PARTY FOR EXEMPLARY, INCIDENTAL, INDIRECT, OR RELATED DAMAGES, INCLUDING LOST PROFITS, BREACHES OF PRIVACY, DATA LOSS, OR FAILURES OF DUTY, WHETHER THEY BE OF GOOD FAITH, PROFESSIONAL EFFORT, OR ABSENCE OF NEGLIGENCE. THIS STANDS EVEN IF NETNOW IS INFORMED OF POTENTIAL DAMAGES AND REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR DECEPTION.

#### **19.Limitation of Liability.**

**SHOULD NetNow BE DEEMED LIABLE FOR ANY REASON, NetNow'S TOTAL OBLIGATION TO YOU OR ANY THIRD PARTY WILL NOT EXCEED THE LARGER OF: (i) THE AMOUNT YOU'VE PAID TO NetNow WITHIN THE PAST TWELVE (12) MONTHS LEADING UP TO THE EVENT CAUSING LIABILITY; OR (ii) \$100 USD. ANY LEGAL CLAIM YOU WISH TO BRING AGAINST NetNow MUST BE INITIATED WITHIN A YEAR OF THE INCIDENT; IF NOT, SUCH CLAIM WILL BE CONSIDERED FOREVER WAIVED. THE DISCLAIMERS AND LIABILITY RESTRICTIONS IN THESE TERMS SHALL REMAIN IN EFFECT EVEN IF A SPECIFIED REMEDY DOES NOT FULFILL ITS INTENDED FUNCTION.**

## **20. Protection and Compensation.**

You commit to protect, compensate, and absolve NetNow, its licensors, related entities, successors, and the officers, directors, members, agents, partners, staff, and representatives of each from any losses, damages, charges, penalties, responsibilities, accusations, or demands (whether actual or claimed), along with all resulting costs (inclusive of suitable legal fees), stemming from or linked to: (1) Content you provide; (2) your utilization of the Service; (3) any breach of these Service Terms on your part; (4) any infringement of a third party's rights, specifically involving unauthorized use of intellectual property; (5) third-party access and use of your account; (6) conflicts involving you and other users, notably any disagreements between those seeking and providing credits; or (7) any direct harm you cause to another service user. Despite the above, we hold the right, on your dime, to take on the sole responsibility and management of any issue that necessitates your compensation towards us. You promise to assist in our defense against such claims at your own cost. We shall strive to inform you promptly about any claims or actions that demand your compensation under this Section 20 after becoming aware of them.

## **21. Communication and Address for Legal Correspondence.**

(a) We reserve the right to notify you through various lawful means, which may include, but are not limited to, legal notifications and subpoena alerts.

These notices might be shared either through the Service, via email, or direct mail to any contact details we possess for you. It is your responsibility to keep your contact information current and regularly review any announcements on the Service.

(b) For any notices you intend to send our way, please direct them to our designated "Address for Legal Correspondence":

NetNow Financial INC

339 Queen Street East

Suite 302

Toronto, ON, M5A 1S9

Canada

## **22. Modifications.**

At our discretion, we may modify and update these Terms of Service periodically. Any changes become effective as soon as they are published and will be applicable to all subsequent use of the Service. By continuing to use the Service after these changes are posted, you signify your acceptance of the updated terms. We recommend reviewing these Terms of Service regularly for any adjustments..

## **23. Digital Communications and Agreements.**

Interactions via the Service, email correspondences with us, or the completion of online forms are recognized as electronic communications. By doing so, you grant your consent to engage in these electronic interactions. Additionally, you acknowledge that any contracts, notices, or other documents we share with you through electronic means, be it via email or the Service, fulfill any legal obligation for them to be written. YOU EXPRESSLY CONSENT TO UTILIZING ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND SIMILAR DOCUMENTS, AS WELL AS TO THE ELECTRONIC SENDING OF NOTIFICATIONS, TERMS, AND DOCUMENTATION OF TRANSACTIONS INITIATED OR FINALIZED BY US OR THROUGH THE SERVICE. You also

relinquish any legal right or mandate, regardless of jurisdiction, that necessitates the use of handwritten signatures, the manual delivery or preservation of paper records, or any non-digital transaction methods.

#### **24. Comprehensive Agreement; Details.**

The entirety of this Terms of Service, which encompasses: (i) additional stipulations presented on the Service or shared by us for specific functions, inclusive of the Supplementary Terms; and (ii) declarations made by us and approvals given by you on the Service, serve as the full accord between both parties. Neither party has based its agreement on unmentioned promises from the other side. Our non-enforcement or non-exercise of any rights or provisions within these Terms of Service does not constitute a waiver. These Terms are enforced as far as legally allowed. We will not be held accountable for any damages, delays, or inactions arising from circumstances beyond our control. Should any segment or part of a segment of these Terms of Service be ruled as invalid, illegal, or unenforceable, that particular segment will be considered separate from these Terms, without impacting the legitimacy and applicability of the remaining portions. These Terms do not form any kind of partnership, joint venture, employment, or agency bond between the parties. Any interpretation of these Terms should not be adverse to us because we have composed them. You forgo any objections based on the digital nature of these Terms or the absence of physical signatures. Apart from mentions in Sections 10 and 20, no third parties benefit from these Terms. These Terms are exclusively for you and cannot be assigned, transferred, or sublicensed without prior authorization from NetNow, which it can decline without any given reason. In legal undertakings related to these Terms, the successful party reserves the right to recover its rational expenses and attorney charges.

#### **25. No Group Litigations.**

Both parties agree to forgo the right to initiate or join any class action suits. YOU AND NETNOW CONCUR THAT CLAIMS CAN ONLY BE LODGED AGAINST EACH OTHER ON AN INDIVIDUAL BASIS, RATHER THAN AS A MEMBER OR PARTICIPANT IN ANY SUPPOSED CLASS OR COLLECTIVE ACTION.

#### **26. Renunciation of Jury Trial.**



BOTH PARTIES RESOLUTELY RENOUNCE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY ENTITLEMENT TO A JURY TRIAL FOR ANY LEGAL DISPUTES, ISSUES, OR COUNTERCLAIMS STEMMING FROM OR TIED TO THESE TERMS OF USE, OR THE CONTENT OF THESE TERMS OF SERVICE.

## **27. Additional Details.**

Should you wish to obtain NetNow's legal name and address via email or seek other details from NetNow, kindly forward your written request to Our Address for Legal Correspondence. For grievances, please reach out to us at the location(s) detailed in Section 21.

## **28. Trademark Notification.**

NetNow™ along with its related symbols or graphics are the exclusive trademarks of NetNow Financial Inc. All other trademarks and symbols found within the Service or amidst the NetNow Content belong to their legitimate holders. All privileges are preserved.