



Financial Information Dashboard Terms of Service

Last Updated: 2019-01-22

These terms of service, together with the and any documents and/or additional terms they expressly incorporate by reference (collectively, these “**Terms**”), govern your access to and use of our Financial Information Dashboard service at www.sunshineccu.com (our “**Service**”). The Terms apply to all websites, desktop or mobile applications through which the Service is accessed. These Terms constitute legally binding contract between you and Sunshine Coast Credit Union (“**Provider**,” “**we**,” “**us**,” “**our**”).

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service.

1. **Service Overview.**

The Service is a financial information dashboard service that enables customers of Sunshine Coast Credit Union to access and view their credit score and credit report excerpts, comparative information, and advice and product recommendations. The Service is made available solely for your personal, noncommercial use.

2. **Eligibility.**

You must be a resident of Canada and at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are a resident of Canada (b) you are at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18); (c) you have not previously been suspended or removed from the Service; and (d) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

3. **Privacy Policy; Additional Terms**

3.1 **Privacy Policy.** Please read the [Sunshine Coast Credit Union Privacy Policy](#) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Sunshine Coast Credit Union Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

3.2 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”), such as end-user licence agreements for any downloadable software applications, or rules that applicable to a particular feature or content on the Service, subject to Section 16. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

4. **Accounts and Registration.**

To access the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us (see Section 26 for information on how to contact us).

You authorize us to make any enquiries we consider necessary to verify your identity. These enquiries may include asking you for further information, such as current or previous addresses, your date of birth or your social insurance number, requiring you to take steps to confirm ownership of your email address, and logging into an existing account with a Canadian financial institution. If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Service.

5. **Offers for Products or Services.**

The Services may display offers for products or services that may be custom matched to you based on information stored in the Services, queries made through the Services or other information. We do not guarantee that you will be presented with offers for any particular types of products or services or that you will meet the approval criteria for any particular offer. We may disclose when a particular offer is sponsored or otherwise provided by a third party. We do not endorse, warrant or guarantee the third-party products or services advertised on or linked from our site. It is always your choice whether to apply for a particular product or and we will never submit an application for a product or service on your behalf without your consent. In the case of offers that are provided by the third parties, any offer is subject to the third parties’ review of your information. We may receive compensation from third parties which may impact the

placement and availability of third party offers. If you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

6. **Information from Third Parties.**

In using the Service, you may direct us to retrieve your information maintained online by third parties with which you have customer relationships, maintain accounts or engage in financial transactions (“**Third Party Information**”). By submitting data, passwords, usernames, PINs, other login information, materials and other information to Sunshine Coast Credit Union through the Services, you are authorizing the Sunshine Coast Credit Union to use and store such information for the purpose of providing the Services and obtaining Third-Party Information. Sunshine Coast Credit Union may use and store the information in accordance with these Terms and our [Privacy Policy](#). You represent that you are entitled to submit it to Sunshine Coast Credit Union for use for this purpose, without any obligation by Sunshine Coast Credit Union to pay any fees or be subject to any restrictions or limitations.

We work with one or more Third Party Service Providers (see Section 22, below) to access this Third-Party Information. We do not review the Third-Party Information for accuracy, legality or non-infringement. Technical or other difficulties may at any time result in failure to obtain data or loss of data, personalization settings or other service interruptions. We are not responsible for the timeliness, accuracy, deletion, nondelivery or failure to store any Third-Party Information. By using the Services, you expressly authorize Sunshine Coast Credit Union to access your Third-Party Information, on your behalf as your agent, and you expressly authorize the relevant third parties to disclose your information to us. For purposes of these Terms and solely to provide the Third Party Information to you as part of the Services, you grant Sunshine Coast Credit Union a limited power of attorney, and appoint Sunshine Coast Credit Union as your attorney-in-fact and agent, to access third-party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Sunshine Coast Credit Union IS ACCESSING AND RETRIEVING THIRD PARTY INFORMATION FROM THIRD-PARTY SITES, Sunshine Coast Credit Union IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD-PARTY SITE. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services. Sunshine Coast Credit Union is not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information.

7. **Authorization to Receive Credit Report Data.**

By registering for the Service, you are providing “express consent” in accordance with applicable Canadian privacy and credit reporting legislation for us to request and receive your credit report data and other personal information about you from Equifax, Transunion or our other third-party credit reporting agencies (the “**Agency**”), including specific authorization to: (i) verify your identity and share with the Agency certain personal information about you,

including your Social Insurance Number (ii) request and obtain your consumer credit report, including your score, historical data and related information, from the Agency throughout the term in which we provide you the Service; and (iii) use and retain your credit information, along with the other information you have given us access to under these Terms, to provide the Service. You agree that we may use and analyze your information as follows: (a) present you an overview of your credit profile including detailed information if available; (b) provide you with customized recommendations and general information about you; (c) provide you with the Service; and (d) serve you targeted ads and other communication based on your information. Sunshine Coast Credit Union may send you information via email, text or online display or other means of delivery in Sunshine Coast Credit Union's reasonable sole discretion. We may also aggregate and evaluate your information to do statistical analysis to provide historical or comparative information and to improve Sunshine Coast Credit Union products and services. We will obtain your prior consent if we use your identifying information for any other purpose not expressly permitted under these Terms. Please refer to our Privacy Policy for more information.

In connection with your use of the Service as regards credit report data, you agree to provide true, accurate and current information. You agree not to do any of the following: (i) violate any applicable local, state, national or international law, or any regulations having the force of law; (ii) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or (iii) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

YOU UNDERSTAND AND AGREE THAT THE SERVICE DOES NOT INCLUDE THE PLACING OF FRAUD ALERTS WITH ANY CREDIT REPORTING AGENCIES. YOU MUST CONTACT THE CREDIT REPORTING AGENCIES DIRECTLY IF YOU SUSPECT ANY FRAUD ACTIVITY.

8. Notice Regarding Credit Score Information.

All credit score information is intended for your own educational use. It is also commercially available to third parties along with numerous other credit scores and models in the marketplace. Please keep in mind third parties are likely to use a different score when evaluating your creditworthiness. Third parties will take into consideration items other than your credit score or information found in your credit file, such as your income. Moreover, the consumer credit information contained in credit reports reflects the latest information provided to the pertinent credit reporting agency. Recent activity may not yet be reflected in your credit report. If not, this activity will not be reflected in your credit score. In addition, your credit score may change every time new information is added to or removed from a credit report as well as with the passage of time. The Service is not intended to substitute or constitute an offer for any free credit report or similar consumer disclosure that may be available to you without cost or obligation under applicable law from the credit-reporting agencies.

9. Not Legal, Tax or Financial Advice.

THE SERVICES ARE NOT INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Any analysis and estimates we provide as part of our Services are for illustrative and informational purposes only. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

10. **Licence.**

Subject to your compliance with these Terms, Sunshine Coast Credit Union grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable licence to: (i) access and use the Applications on your personal device solely in connection with your use of the Service; and (ii) access and use any content, information and related materials that may be made available through the Service, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Sunshine Coast Credit Union and Sunshine Coast Credit Union's licensors

11. **User Content.**

11.1 **User Content Generally.** Certain features of the Service may permit users to upload content to the Service, including messages, reviews, photos, video, images, folders, data, text, and other types of works ("**User Content**") and to publish User Content on the Service. You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.

11.2 **Limited Licence Grant to Sunshine Coast Credit Union.** By posting or publishing User Content, you grant Sunshine Coast Credit Union a worldwide, non-exclusive, royalty-free, fully paid right and licence (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.

11.3 **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- a. you are the creator and owner of the User Content, or have the necessary licences, rights, consents, and permission to authorize Sunshine Coast Credit Union and users of the Service to use and distribute your User Content as necessary to exercise the licences granted by you in this section, in the manner contemplated by Sunshine Coast Credit Union, the Service, and these Terms; and
- b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy

right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Sunshine Coast Credit Union to violate any law or regulation.

11.4 **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Sunshine Coast Credit Union may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Sunshine Coast Credit Union with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Sunshine Coast Credit Union does not permit copyright-infringing activities on the Service.

12. Interactive Services

12.1 The Service may also include interactive features and services, including social networking functionality, forums, message boards, ratings or review functionality, and similar services, in which you or third parties may send messages to other users, and create, post, or store profile data, pictures, ratings or reviews, and other content on the Service ("**Interactive Services**"). You are solely responsible for your use of Interactive Services and use them at your own risk. By using any Interactive Services, you agree not to post, transmit, distribute, upload, or otherwise disseminate through the Service any of the following:

- Materials that are unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- Materials that violate, or that cause us or our affiliates, subsidiaries, or partners to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction;
- Materials that infringe or violate, or that may infringe or violate, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available;
- Private or confidential information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Insurance Numbers, credit card numbers, and any trade secrets or information for which you have any obligation of confidentiality or material that impersonates any

person or entity, or misrepresents your affiliation with the Service or with any other person or entity;

- Material that is or contains any advertising or solicitation, including, without limitation, links to commercial products or services or any political campaigning (except in portions of the Service that are expressly designated as portions in which such Material is allowed, such as the posting of Promotions by non-commercial users);
- Viruses, corrupted data, or other harmful, disruptive, or destructive files; or
- Material that, in our sole judgment of, is objectionable, restricts or inhibits any person or entity from using or enjoying any Interactive Services or other portions of the Service, or which may expose us or our users to harm or liability of any nature.

12.2 We take no responsibility and assume no liability for any material posted, stored, or uploaded by you or any third party, or for any loss or damage thereto. Although we have no obligation to screen, edit, or monitor any material posted on or transmitted through the Service, we reserve the right, and have absolute discretion, to remove, screen, and edit any material posted, stored, or transmitted on or through the Service at any time and for any reason without notice.

13. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

13.1 use the Service for any illegal purpose or in violation of any local, provincial, state, national, or international law;

13.2 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

13.3 post, upload, or distribute any User Content or other content that is unlawful, defamatory, libellous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

13.4 remove any copyright, trademark or other proprietary notices from any portion of the Service;

13.5 reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted by Sunshine Coast Credit Union;

13.6 decompile, reverse engineer or disassemble the Service except as may be permitted by applicable law;

13.7 link to, mirror or frame any portion of the Service;

- 13.8 cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or hindering the operation and/or functionality of any aspect of the Service;
- 13.9 attempt to gain unauthorized access to any aspect of the Service or its related systems or networks;
- 13.10 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- 13.11 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- 13.12 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 17) or any right or ability to view, access, or use any Material; or
- 13.13 attempt to do any of the acts described in this Section 13, or assist or permit any person in engaging in any of the acts described in this Section 13.
14. **Third-Party Services.** The Service may be made available or accessed in connection with third-party services and content (including advertising) that Sunshine Coast Credit Union does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Sunshine Coast Credit Union does not endorse such third-party services and content and in no event shall Sunshine Coast Credit Union be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Service using applications developed for Apple iOS or Android-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Service in any manner. Your access to the Service using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.
15. **Termination of Use; Discontinuation and Modification of the Service.** You may terminate your account at any time by unsubscribing. If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, Sunshine Coast Credit Union may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on

account of any change to the Service or any suspension or termination of your access to or use of the Service.

16. **Modification of these Terms.** Sunshine Coast Credit Union may amend these Terms in the future. Sunshine Coast Credit Union will give you notice of any such amendment and the amendment will come into effect 24 hours after we provide the notice. Notice of any such amendment may be given in any of the following ways:
- By posting a notice of the amendments on Sunshine Coast Credit Union's website or within any application used to access the Service, or
 - By sending a notice of the amendments to you at the email address associated with your account.

If you continue to use the Service after any amendment, it will mean that you accept that amendment. If you do not agree, then you may terminate your use of the Service.

Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

17. **Ownership; Proprietary Rights.** The Service is owned and operated by Sunshine Coast Credit Union or our third-party licensors. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by Sunshine Coast Credit Union are protected by intellectual property and other laws. All Materials included in the Service are the property of Sunshine Coast Credit Union or our third-party licensors. Except as expressly authorized by Sunshine Coast Credit Union, you may not make use of the Materials. Sunshine Coast Credit Union reserves all rights to the Materials not granted expressly in these Terms.
18. **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Sunshine Coast Credit Union an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.
19. **Indemnity.** You are responsible for your use of the Service, and you will defend and indemnify Sunshine Coast Credit Union and its affiliates, and its and their respective officers, directors, employees, consultants, subsidiaries and agents, and any Third Party Service Providers (see Section 22, below) (together, the "**Provider Entities**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you

(without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defence of that claim.

20. **Disclaimers; No Warranties**

THE SERVICE AND ALL MATERIALS, CONTENT, AND PRODUCTS AVAILABLE THROUGH THE SERVICE ARE PROVIDED “**AS IS**” AND ON AN “**AS AVAILABLE**” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDER ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS, CONTENT, AND PRODUCTS AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE PROVIDER ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE PROVIDER ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SUNSHINE COAST CREDIT UNION DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF PROFESSIONALS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER OR PROFESSIONAL, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

YOU ACKNOWLEDGE THAT SUNSHINE COAST CREDIT UNION IS SOLELY AN INTERMEDIARY BETWEEN YOU AND ANY CREDIT REPORTING AGENCY OR OTHER INFORMATION PROVIDERS ACTUALLY SUPPLYING YOUR CREDIT REPORTS, CREDIT SCORES AND OTHER INFORMATION. SUNSHINE COAST CREDIT UNION EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN OUR CONTENT OR OUR SERVICES, INCLUDING THE INACCURACY OR INCOMPLETENESS OF ANY SUCH CREDIT REPORTS, CREDIT SCORES, OR OTHER INFORMATION, TOOLS OR ANALYSES AVAILABLE THROUGH OUR SERVICES OR OUR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

21. Limitation of Liability

IN NO EVENT WILL THE PROVIDER ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY PROVIDER ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE PROVIDER ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO ONE HUNDRED CANADIAN DOLLARS (CND \$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 21 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

22. Third-Party Service Providers

You understand and agree that Sunshine Coast Credit Union may use third-party service providers, including providers of software and other technologies ("Third-Party Service Providers"), to provide or to assist in providing the Services.

You authorize any Third-Party Service Sunshine Coast Credit Union to collect, use and disclose, any information required to provide or operate the Services, or any information or content

you may provide while using or accessing the Services, in accordance with the Privacy Policy. You authorize Sunshine Coast Credit Union to share any such information or content with any Third-Party Service Sunshine Coast Credit Union for the purpose of providing or assisting Sunshine Coast Credit Union in providing the Service. You also authorize any Third-Party Service Sunshine Coast Credit Union to use information or any content you may provide while using the Services, or any information about your use of the Services, for preparing, using and distributing reports or analytical models about the Services, that aggregate and analyze that data, either alone or together with the data of other individuals, provided that the information contained in all such reports or models does not and cannot be used to identify You.

You also understand and agree that this Agreement is between you and Sunshine Coast Credit Union and not with any Third-Party Service Sunshine Coast Credit Union, and that Sunshine Coast Credit Union is solely responsible for providing you with the Services. You understand and agree that each Third-Party Service Sunshine Coast Credit Union is a third-party beneficiary of the rights of Sunshine Coast Credit Union under this Agreement and will have the right to enforce these rights, including but not limited to the rights of Sunshine Coast Credit Union in this Agreement regarding disclaimers of warranties, limitations on liability and indemnification by You. Accordingly, for such purposes in interpreting this Agreement, "Sunshine Coast Credit Union" shall include each Third-Party Service Sunshine Coast Credit Union.

23. **Governing Law.** These Terms are governed by the laws of the Province of British Columbia, Canada, and you agree to submit to the personal and exclusive jurisdiction of the courts located within British Columbia, Canada for the purpose of litigating any dispute relating in any way to these Terms, your use of the Service, or any items you purchase through the Service. We operate the Service from our offices in Gibsons, British Columbia Canada, Canada, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
24. **General.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Sunshine Coast Credit Union regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 19 through 25, along with the Privacy Policy and any other accompanying agreements, will survive.

25. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

26. **Contact Information.** The Service is offered by Sunshine Coast Credit Union, located at 985 Gibsons Way, Gibsons, BC. You may contact us by sending correspondence to that address or by calling 604-886-2122.