

Website Terms and Conditions of Use

1. Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for www.lenderbidding.com (the "**Website**"), constitute a legal agreement and are entered into by and between you and Lender Bidding Corp. ("**we**," "**us**," "**our**", the "**Company**"). The following terms and conditions together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**") apply to users of the Website, including without limitation, lenders, mortgage brokers and agents (including customers for which mortgage brokers or agents may be acting on behalf of) ("**you**"), and govern your access to and use, including any content, functionality, and services offered on or through the Website.

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY (THE "PRIVACY POLICY"), FOUND AT WWW.LENDERBIDDING.COM/POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Modifications to the Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website, and the Website, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

3. The Company's Role in Providing Services and in Related Transactions

The Company acts as an information organizer and aggregator when providing information about mortgages or other financial products and services that are not identified as being offered or requested by the Company itself (collectively, the "**Third-Party Services**"), such as approval criteria and interest rates related thereto. Information about Third-Party Services on the Website is information provided to us by third parties. We do not directly generate any information about Third-Party Services.

The Website is not a substitute for actual legal, investment, or professional advice from a qualified licensed individual in their field of expertise. The information and services offered on this Website are provided with the understanding that the Company is not engaged in providing legal or other professional services or advice. Your use of the Website is subject to additional disclaimers and caveats that may appear throughout.

If you decide to conclude or obtain a Third-Party Service through the Website, you will be dealing with third-party institutions. Your conclusion of a mortgage, transaction or financial product may not be solely governed by these Terms and Conditions and may be the subject of a separate contract with the Company, to the extent such products are identified or tagged as being offered by the Company. Similarly, Third-Party Services are not governed by these Terms and Conditions. Third-Party Services are the subject of distinct contracts with the concerned third-party institutions, customers or other Website users of Lender Bidding, and may be the subject of an additional contract with the Company.

The Company does not offer mortgages itself. The Company may only help find Third-Party Services (which are offered or requested by third parties), or to select a Third-Party Service that you, customers or other Website users may qualify for. The Company may then put you in touch with the third-party institution that is offering or requesting such Third-Party Service so that you may sign a distinct contract with it (collectively, the “**Services**”).

The final decision about whether you qualify for a given Third-Party Service will be made by the third-party institution. We have no control over this decision nor do we have any liability resulting from such decision.

We are not a party to your contract with any third-party institutions. As such, we cannot accept any responsibility for any claims, losses or damages arising from or related to these Third-Party Services, third-party contracts, nor arising from any other third-party services (including websites or apps) which are used in the process.

Before forwarding any requests or offers including related information to you, or on your behalf to a third-party institution, customers or other Website users, you may be required to sign a distinct contract with us, including but not limited an exclusivity agreement, confirming serious and exclusive intent to conclude a transaction with the third-party institution or customer. This additional contract may contain other terms and conditions and is between you and the Company alone, and does not involve the third-party institution or customer.

4. Your Use of the Website and Account Set-Up and Security

You will be required to register for an account using correct, current, and complete information in order to use the Website. You are limited to a single account, and cannot create multiple accounts, either under your own name or the names of others.

In those situations where there are co-applicants, you are responsible for obtaining any co-applicants’ details and documents to the co-applications, and represent and warrant that valid consent has been obtained from the concerned co-applicants for the Company to collect and process their information in compliance with applicable privacy law and as set forth in our Privacy Policy.

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. You are responsible for obtaining your own access to the Website. You are required to ensure that all persons who access the Website through your internet connection are aware of these Terms and Conditions and comply with them. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal, or interest group web pages, profiles, forums, bulletin boards, and other such functions (collectively, the "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan

horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

5. Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the Company trademarks, the Company logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;
- (c) one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user licence agreement for such downloads, and
- (d) in the event that social media platforms are linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit.

Users are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print off, copy, or download any part of our Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

6. User Submissions and Website Content Standards

As a condition of your access and use, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content, material, and information you submit, post, publish, display, or transmit (collectively, "**submit**") to the Website on behalf of yourself or others, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations, and these Terms and Conditions.

Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy.
- (b) In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website.
- (c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion.
- (d) Involve, provide, or contribute any false, inaccurate, or misleading information.
- (e) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- (f) Use the Website in any manner that may: dilute or depreciate the name and reputation of the Company, or any trademarks, partners, licensors, content providers, service providers or contractors thereof, as applicable; result in the circumvention or

breach of any user authentication, password, security or control measures regarding the Website or any other internet resource or computer system; conceal or misrepresent the author or origin of any messages or communications; or disclose images of any person or private information about any person (such as names, telephone numbers, e-mail addresses, postal addresses, social insurance or other security number) without that person's permission.

(g) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.

(h) Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

(i) Use the Website in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Website's system resources, accounts, servers, networks, affiliated or linked websites, connected to or accessible through the Website. This includes uploading, posting or otherwise transmitting on the Website computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the Website's infrastructure, or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Website or the content in whole or in part.

(j) Use the Website or its contents in data matching or data mining, such as the collection or use of information about other users or distributors without their express consent.

(k) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.

(l) Promote any illegal activity, or advocate, promote, or assist any unlawful act.

(m) Give the impression that they originate from or are endorsed by the Company or any other person or entity, without their consent.

7. User Submissions: Grant of Licence

The Website may contain Interactive Functions allowing User Submissions on or through the Website.

None of the User Submissions you submit to the Website will be subject to any confidentiality by the Company. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to

use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights, including any applicable consents, to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the all User Submissions and comply with these Terms and Conditions. When uploading documents or other information to the Website, you represent and warrant that all User Submissions uploaded are true and accurate copies of the original document, that the original document from which a copy/scan was made is authentic and valid, that the documents do not create a misleading impression of financial and other circumstances by omission or otherwise, and that the information provided is accurate, up to date, and complete. You represent and warrant that all User Submissions comply with applicable laws and regulations and the User Submissions and Website Content Standards set out in these Terms and Conditions.

You understand and agree that you, not the Company nor Company's parent, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, or successors, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. The Company is not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

8. Website Monitoring and Enforcement, Suspension, and Termination

The Company has the right, without provision of notice to:

- Remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion.
- At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the Terms and Conditions.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS,

EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

9. No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of the Website.

The Website includes content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

10. Privacy

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy as we deem reasonable for use of the Website and provision of Services. If you are submitting personal information on behalf of another person to the Website, you represent and warrant that you have obtained all necessary consents to provide the personal information to the Company for use in accordance with these Terms and Conditions.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the option to accept it. You

may also set your browser to turn off cookies altogether. If you do turn off cookies altogether, some areas of the Website may not be accessible or function adequately.

Any confidential information about the Company or any other entities or individuals, such as financial, strategic, business information, and any personal information obtained throughout the course of your business dealings with the Company may not be used, disclosed or sold except for the purposes of providing Services in accordance with these Terms and Conditions. Confidential information is any information which should be confidential in nature, and which is not publicly available.

11. Third-Party Websites

For your convenience, this Website may provide links or pointers to third-party websites. We make no representations about any other websites that may be accessed from this Website. Accessing any such websites, is done at your own risk. We have no control over the contents of any such third-party websites and accept no responsibility for such websites or for any claims, losses or damages that may arise from your access or use of third-party websites. You are subject to any terms and conditions of such third-party websites.

Such links to third-party websites from the Website may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from this Website. You may only use these features when they are provided by us and solely with respect to the content identified.

You may link to the Company's Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Terms and Conditions. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

12. Geographic Restrictions

The owner of the Website is based in the Province of Ontario in Canada. We provide this Website for use only by persons located in Canada. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

13. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF

ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

14. Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS,

LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

15. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third-party websites, any use or provision of the Website's content, Services, and products other than as expressly authorized in these Terms and Conditions.

16. Governing Law and Choice of Forum

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

17. Waiver

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or

provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Reporting and Contact

This website is operated by Lender Bidding Corp., 255 Duncan Mill Road, Unit 406, Toronto, ON. M3B 3H9

All notices of copyright infringement claims should be sent to the Company at support@lenderbidding.com

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at support@lenderbidding.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to support@lenderbidding.com.

DATE: November 2023