

SureFund Terms of Use

This website and the products and services (including the Payment Services) available by way of this website (“**SureFund**”) are operated by Teranet Inc. (“**Teranet**” or “**we**” or “**us**”). By clicking “I Agree”, creating a user account and/or accessing SureFund, you agree to be bound by these SureFund Terms of Use (“**Terms of Use**”), including any additional terms, conditions, and policies referenced herein and/or made available by hyperlink. If you do not agree to these Terms of Use, you should not use SureFund. “You” or “you” means a User, Administrator or Account Holder, as applicable.

Any new features, tools, or products which are added to SureFund shall also be subject to these Terms of Use. With respect to updates to these Terms of Use:

- We may, from time to time and at our sole discretion, amend or supplement these Terms of Use on 10 days’ notice to the Account Holder and Users, including without limitation, by email, electronic notice or by posting any amendments on the SureFund website.
- Please ensure sure you keep your email address updated with us and that any browser pop up blocker you use does not block these pop-up notifications.
- Your continued use of SureFund after the notice period set out above will constitute your acceptance of such changes or modifications. It is your responsibility to check this page periodically for changes. If you do not agree to any amended Terms of Use, you must stop using SureFund.

1. Application and Associated Product Account:

1.1. These Terms apply to all users of SureFund, including:

- (a) Account Holders. Account Holder represents and warrants that the individual it assigns to be its Administrator is at least 18 years of age, has the requisite authority to bind the Account Holder in respect of the matters under these Terms of Use and has been designated by the Account Holder to perform administrative tasks in relation to a SureFund account. The individual that identifies the Administrator represents and warrants that they have the authority to do so. The Account Holder confirms it will be responsible and liable for: (i) the breach of these Terms of Use by the Account Holder, its Administrators and Users; and (ii) any activity that occurs using the Credentials associated with its account;
- (b) Administrators. The Administrator confirms that it has the right to bind the Account Holder to these Terms of Use; and
- (c) Users. Users are accepting these terms in their own capacity and not on behalf of the Account Holder or Administrator.

1.2. The Account Holder, Administrator and Users for SureFund are established and managed through the account management of the Associated Products.

2. Definitions: In these Terms of Use:

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| “ Account Holder ” | means the person, law firm or other entity ultimately responsible for a SureFund account which is tied to the account of the Associated Products; |
| “ Administrator ” | means an individual that is indicated as having authority for an Account Holder’s SureFund account within SureFund which is tied to the account of the Associated Products; |
| “ Associated Products ” | means the other Teranet operated products linked to, or subject to the same underlying account as, SureFund; |
| “ Contact Details ” | means all names, addresses, phone numbers, emails and other business contact details uploaded to SureFund by the Account Holder or its Administrator or Users; |

“Content”	means all data, information, materials and documents that the Account Holder or its Administrator or Users upload to SureFund, including information pertaining to Transactions, including without limitation, Contact Details;
“Credentials”	means user ID, password, security questions and security answers;
“Designated Contact”	means the individual designated as the contact with respect to issues arising with respect to a Transaction;
“Designated Payees”	means the recipients of funds relating to a Transaction as designated by an User through SureFund;
“Fees”	means the then current fees for the Payment Services as communicated through SureFund plus applicable taxes;
“Payment Services”	means the payment services offered by Teranet and available through SureFund where Users direct Teranet to issue payments to various Designated Payees;
“Teranet Group”	means Teranet and its affiliates and their respective suppliers, directors, officers, employees, contractors, agents and representatives;
“Transaction”	means a real estate transaction for which a file is opened in SureFund by an Authorized User where funds are transferred using the Payment Services;
“Transaction Funds”	means the funds associated with applicable Transactions to be disbursed by Teranet through the Payment Services;
“User”	means an individual registered to an Account Holder’s SureFund (or Associated Product) account that is employed by, or otherwise acting on behalf of, the Account Holder.

3. Liability:

- 3.1. **Our (which shall include our subcontractors) maximum aggregate liability to Account Holder, its Administrator and a User under these Terms of Use, for all claim(s) whatsoever relating to these Terms of Use, an account and any other product or services (including, but not limited to, password reset, customer support and technical support services) provided under these Terms of Use whether in contract or tort (including negligence), in the aggregate, as a result of breach of warranty, strict liability or under any other theory of liability whatsoever, will be limited to direct damages (see Section 16.2 below) in an amount not exceeding the greater of: (a) the Fees for Payment Services paid under these Terms of Use in relation to the claim matter in the 6 months preceding the claim date; and (b) one thousand Canadian dollars (\$1,000). Notwithstanding the foregoing, this Section 3.1 shall not limit our liability with respect to damages arising due to fraud or willful misconduct for which direct damages shall be uncapped. Additionally, in the event of our failure to follow payment instructions, resulting in the incorrect amount being paid to a payee, or payment to the incorrect payee, we will be responsible for all actual interest resulting from delay of payment, and any additional wire and similar fees associated with remediating such failure, as well as the amount of the impacted Transaction Funds up to the amount of two million Canadian dollars (\$2,000,000). For clarity, we will not be responsible for any delays, errors, or issues arising from incorrect instructions provided to us or arising as a result of a payee’s or delivery services’ acts or failure to act.**
- 3.2. **In no event, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, will we or our subcontractors be liable to Account Holder, its Administrator and a User under these Terms of Use for: (i) any indirect,**

consequential, incidental, exemplary, punitive or special damages; or (ii) for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive or special, characterized as lost revenue, lost savings or lost profits; even if we have been advised of the possibility of such damages in advance.

4. SureFund:

- 4.1. Under these Terms of Use, we will provide you with access to SureFund. SureFund will be provided in accordance with the then current documentation found on the SureFund website. Should SureFund not operate in all material respects substantially in conformance with its documentation, as updated from time to time, we will use our reasonable efforts to repair SureFund.
- 4.2. We will use reasonable efforts to: (a) ensure Payments Services are provided in a timely fashion and in accordance with payment instructions provided by you; and (b) promptly remediate any failure to follow payment instructions accurately.
- 4.3. We reserve the right to add, amend, remove or augment SureFund features at any time in our sole discretion. You are advised to periodically check the SureFund website so that you are aware of such amendments.
- 4.4. We will use reasonable efforts to ensure that SureFund is available 24x7x365 except during maintenance window periods as required from time to time. We will use reasonable efforts to provide you with notice of planned maintenance activities in advance.
- 4.5. The planned maintenance windows for SureFund are: (i) Monday to Thursday between 5:00 pm and 5:00 am ET; (ii) 5:00 pm ET Friday until 5:00 pm ET on Sunday; and (iii) holidays. These times are subject to change in our sole discretion. Emergency and unplanned urgent maintenance activities will be performed as and when needed; provided that we will use reasonable efforts to provide you with advance notice of such maintenance and schedule such maintenance in a manner to minimize the impact to SureFund when required to be performed outside of the planned maintenance windows. Notwithstanding the foregoing, we make no warranties as to the availability of SureFund at any time or that all SureFund related issues will be resolved.
- 4.6. Teranet may perform its obligations under these Terms of Use on its own or through its Affiliates. Teranet shall also have the right to subcontract any services provided under these Terms of Use to third parties, provided that and between you and Teranet, Teranet remains fully responsible and liable for the acts or omissions of such subcontractors.
- 4.7. Teranet will collect statistical information about the occurrence of certain usage related events within SureFund (“**Event Information**”) and will use this information for its internal business purposes, including without limitation, for billing, to measure and understand the behavior and preferences of our customers, to troubleshoot technical problems, to enforce these Terms of Use, and to ensure proper functioning of SureFund. You will not interfere or attempt to interfere with the collection and transmission of such information.

5. Payment Services

- 5.1. You agree that with respect to the Payment Services:
 - (a) all funds provided to Teranet are held in trust until they are issued as payments to the Designated Payees;
 - (b) payments made through the Payment Services are irrevocable and Teranet may not be able to retract, reverse or otherwise correct such payments;
 - (c) interest earned on trust accounts belongs to Teranet;
 - (d) Teranet provides the Payment Services, and disburses funds, based on the instructions you provide to SureFund. You are fully responsible and liable for the Content you input into SureFund, including the entry of any account numbers, routing details or payments instructions made in error;
 - (e) only a lawyer that is eligible to practice (in accordance with his/her/their applicable professional governing body) can initiate the disbursement of funds in SureFund;

- (f) Teranet may notify the Designated Contact pertaining to issues that may arise with respect to an applicable Transaction. The Designated Contact must be reachable and responsive to address Transaction related issues;
- (g) you agree to take reasonable steps, and with respect to Account Holders agree to have policies and procedures in place, to ensure that Transactions entered into SureFund are legal and valid Transactions and are not related to any criminal or fraudulent activity; and
- (h) Account Holder is responsible for settling any disputes relating to the underlying transaction, including disputes with opposing lawyers or payees and disputes regarding imposition of interest, penalties or additional charges for late payments or acknowledgments.

5.2. Teranet reserves the right to suspend a Transaction and to take all actions it deems appropriate with respect to any court order, direction or demand from a court of competent jurisdiction, law enforcement agency, regulator, authorized regulator, trustee in bankruptcy, duly appointed receiver, duly appointed monitor, execution creditor, statutory creditor or any other part with ostensible authority to assert a claim in connection with the funds, including Supplier's compliance with the Office of Foreign Assets Control ("OFAC") of the US Department of Treasury, the Office of the Superintendent of Financial Institutions ("OSFI") or a law society.

5.3. if Teranet determines that an Account Holder or User is on a prohibited list or is connected to a sanctioned country, entity or individual, or an entity or a prohibited activity as designated by the relevant OFAC and OSFI directives, Teranet may be required to stop payment of any funds related to a Transaction.

6. Requirements

6.1. If you are an individual User, you agree that: (i) you are at least 18 years of age; (ii) you have the authority of the Account Holder to use their SureFund account; (iii) you are using SureFund so in the course of your employment or the course of your professional activities; and (iv) you will comply with these Terms of Use as applicable to your use of SureFund.

6.2. Except as otherwise expressly provided in these Terms of Use, the Account Holder must:

- (a) ensure that Users understand and comply with its obligations under these Terms of Use, including with respect to applicable laws;
- (b) immediately notify Teranet of any suspected breach of these Terms of Use by the Account Holder, its Administrators or its Users; and
- (c) comply with all obligations or restrictions: (i) regarding the use of SureFund as we may communicate from time to time; and (ii) imposed by third party solution providers that may be applicable to your use of SureFund.

6.3. You agree you will not, nor assist any third party to: (a) sub-license or otherwise share your access to SureFund; (b) add to, delete from, update, modify, tamper with, alter, reverse engineer, translate, decompile, disassemble or attempt to do any of the foregoing in any way to SureFund; (c) infringe any copyright, patent, trade-mark or trade secret of Teranet or its third party subcontractors; (d) use SureFund in a service bureau, bulk sales, computer service or timesharing business; (e) resell or otherwise commercially exploit SureFund; (f) use Credentials, a SureFund account or SureFund in connection with the commission of any criminal act or any act otherwise contrary to law or regulation; (g) take any action that imposes, or may impose an unreasonable or disproportionately large load on SureFund's infrastructure; (h) attempt to gain unauthorized access to SureFund; (i) use SureFund to store or transmit content that infringes on any person's intellectual property rights; (j) use SureFund in any manner that interferes with or disrupts the integrity or performance of SureFund; (k) use SureFund to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; or (l) use any automated or semi-automated process, system or software to access and use SureFund.

6.4. You are responsible for, and agree to obtain, all necessary licenses, permits, instructions and consents related to your use of SureFund and provision of the Content, including the Payment Services (including as required by applicable law and applicable professional governing bodies) and will pay all expenses as are necessary to do so, including any licenses, permits, instructions and consents required for Teranet and its subcontractors to provide

the Payment Services, including with respect to: (a) the Transaction instructions; and (b) any confidential information or personal information of third parties, including such information about your clients.

6.5. You must ensure the all information provided by you to SureFund, including any Transaction related information, trust account, routing and banking information are complete, accurate and up-to-date and you acknowledge that it is solely your responsibility to update such information.

7. Privacy:

7.1. Information collected from use of an account, use of SureFund is subject to our privacy policy accessible at <https://www.teranet.ca/privacy/> as amended from time to time without notice, which is incorporated herein by reference (the "**Privacy Policy**"). We will primarily use your personal information for the purposes of providing you with access to SureFund; however, we may also use it as set out in the privacy policy and as follows: (i) for the development and enhancement of SureFund; (ii) for administrative, data back-up, or processing purposes; (iii) for the purposes of statistical and market analysis; and (iv) to meet contractual reporting and audit obligations to suppliers whose products form part of or are otherwise related to SureFund. In addition to those disclosures set out in the privacy policy, we may disclose any of your personal information to: (A) our affiliates, partners and subcontractors that carry out certain functions for or provide certain services to us; and (B) any law enforcement authority or regulator having jurisdiction (including, without limitation, your governing law society), in connection with any investigation by any of them relating to the Account Holder, Administrator or a User's use of SureFund.

7.2. You acknowledge and agree that Teranet and its subcontractors may also disclose Content, including personal information to:

(a) any law enforcement authority or regulator having jurisdiction, or professional governing body or law society having jurisdiction over your professional activities, in connection with any investigation by any of them relating to your use of SureFund; and

(b) affiliates and subcontractors for the purpose of providing you with SureFund in accordance with these Terms of Use.

8. Content:

8.1. You agree that if you upload any Contact Details to SureFund, you represent and agree that you have the right to do so and that we may make those Contact Details available to other users of SureFund.

8.2. You are responsible for the verification of the contents, accuracy and quality of any Content uploaded to SureFund and its fitness for its intended purpose. You will not: (i) upload malicious content to the Services; (ii) violate applicable laws; and (iii) upload content that is or comprises harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or racially or ethnically objectionable material.

8.3. You are responsible for creating and retaining any backup copies of Content as you may require, including record required to meet it legal and regulatory requirements with respect to the Transactions.

8.4. You grant us, our subcontractors and our affiliates the right to store your Content and use it to provide you with Services and support of those Services and for any other purpose set out in these Terms of Use and to disclose the Content as necessary to provide the Payment Services including without limitation to Designated Payees (the "**Limited Purpose**").

8.5. It shall not be considered a breach of these Terms of Use if we disclose Content as required by law; provided that we: (a) where permitted by law, give you written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the you to secure confidential treatment of the Content; and (c) disclose only such Content as is required by law.

8.6. We will logically separate your Content from our own data and the data of other Teranet customers. If you do not use SureFund for a period of 18 months, we may delete your Content and deactivate your account (of in the case of Account Holder, all applicable User accounts).

8.7. Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that we and our subcontractors have the right to generate and utilize anonymized and aggregated data from the Content, including

data related to the Transactions conducted and facilitated through SureFund (“**Aggregated Data**”) and that we and our subcontractors shall own all right, title and interest in such Aggregated Data. We and our subcontractors use Aggregated Data for the purposes of enhancing SureFund, demographic analysis, commercialization, research purposes, business related activities, including business analysis, support and analytics. We and our subcontractors shall ensure that our obligations of confidence and compliance with commitments to privacy are maintained in our and our subcontractors’ creation and use of Aggregated Data.

9. Accounts:

- 9.1. In order to use SureFund, the Account Holder must first set up an SureFund account by providing us with accurate and complete registration information and designating an Administrator. The Administrator is responsible for: (a) adding, changing and deleting the list of Users authorized to use an account; and (b) maintaining up to date account information. If we determine that SureFund account information is not up to date, we reserve the right to update such information. The Account Holder is responsible and liable for all usage and activities under its account and by its Users and is responsible for ensuring use by such Users complies with these Terms of Use.
- 9.2. Credentials for SureFund are shared across the Associated Products. Updating your Credentials for SureFund or Associated Products will cause the Credentials to be updated across all Associated Products and SureFund.
- 9.3. Each Administrator and User must have separate Credentials. Each Administrator and User agrees:
 - (a) to designate its own Credentials;
 - (b) to safeguard against disclosure and not disclose their Credentials to anyone else;
 - (c) not to use Credentials which have not been specifically assigned to it;
 - (d) be responsible for all activity under its Credentials;
 - (e) in the case of an Administrator, to immediately de-activate any Credentials for Users that are no longer permitted to access the Services (e.g. termination of employment); and
 - (f) to notify us immediately if you become aware or suspect that your Credentials have been compromised.
- 9.4. The Account Holder agrees it is ultimately responsible for all activity under Administrator and User Credentials associated with its SureFund account and agrees to notify us immediately upon becoming aware or suspects that any Credentials have been compromised.
- 9.5. We have the right to temporarily suspend access to a SureFund account or to SureFund or use of any Credentials:
 - (a) if an event that would permit Teranet to terminate the Terms of Use has occurred;
 - (b) if we believe, acting reasonably, that the account or Credentials have been compromised;
 - (c) if we believe your use of SureFund poses a security risk to SureFund or any third party;
 - (d) during SureFund maintenance; or
 - (e) in the event that we reasonably believe a User is in breach of these Terms of Use. A suspension does not constitute termination of these Terms of Use and the suspended Account Holder, Administrator or User shall continue to be bound by these Terms of Use during the period of such suspension. A suspended Account Holder, Administrator or User may not access SureFund through the use of another account or another person or entity’s Credentials.

10. Security:

- 10.1. We have implemented and will maintain and follow appropriate and industry standard physical, technical and organizational measures intended to protect your Content against accidental, unauthorized or unlawful access or disclosure, including without limitation, operational security, encryption, access control, identity management, threat management, logging and network security.
- 10.2. We will use reasonable efforts to notify you within a reasonable time of any actual unauthorized access or disclosure of your Content discovered by us. Content will be stored and backed-up at data centres located in Canada. Any information we collect by way of SureFund will be done using a valid Secure Socket Layer certificate from a reputable source.
- 10.3. While we are committed to protecting the security of SureFund, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Account Holders, Administrators and Users are

responsible for implementing adequate firewall, password and other security measures to protect their respective systems, data and applications from unwanted intrusion, whether over the internet or by other means. You agree not to attempt to violate the security of SureFund, including without limitation, (i) by attempting to log into a SureFund account which you are not authorized to access; or (ii) by attempting to interfere with the Services and SureFund through means of a virus, by overloading a server or by any other means.

11. Term and Termination:

11.1. These Terms of Use shall remain in full force and effect until terminated in accordance with this Agreement ("**Term**").

11.2. These Terms of Use can be terminated by:

- (i) the Account Holder by providing us with written notice of termination (email is acceptable);
- (j) A User by providing us written notice of termination (email is acceptable); or
- (k) by us where:
 - (i) SureFund has not been accessed by an applicable User, Administrator or Account Holder for 18 months;
 - (ii) the account of the Associated Products has been terminated or suspended;
 - (iii) the Account Holder has failed to pay any amount past-due under these Terms of Use or the terms of use applicable to the Associated Products or if such accounts are regularly overdrawn or deposits to or debits from such account regularly result in an insufficient fund notification;
 - (iv) the Account Holder, Administrator or a User has failed, or we reasonably suspect such failure, to comply with any of the terms and conditions of these Terms of Use;
 - (v) you become bankrupt or insolvent, make an assignment for the benefit of its creditors, or where a receiver is appointed under any instrument or over any assets of, or an order is made or resolution passed for your winding up;
 - (vi) your permission to use SureFund has been suspended under Section 9.5 and has not been reinstated within 180 days following the suspension;
 - (vii) you die or become incompetent; or
 - (viii) we cease to provide SureFund.

11.3. Upon termination of these Terms of Use you agree to immediately cease use of SureFund. You acknowledge that upon termination of these Terms of Use or any rights granted hereunder, we may terminate your ability to use your Credentials in association with SureFund. Following termination of your access to SureFund, we reserve the right to delete your account and Content in the normal course of operation. You acknowledge that Content cannot be recovered once deleted. Upon termination of these Terms of Use, you agree to pay us any outstanding fees owing from your use of SureFund in accordance with Section 12.

12. Fees and Invoicing:

12.1. Account Holder is responsible for the payment of all Fees for its Administrator's and Users' use of SureFund, including for each payment made using the Payment Services. These Fees are subject to change from time to time at Teranet's discretion. Fees are paid in advance of performance of the Payment Services.

12.2. Fees and Transaction Funds are transferred to Teranet outside of the SureFund solution as directed by Teranet. Teranet will not perform any Payment Services until the Transaction Funds and all Fees are received by Teranet.

Without limiting the foregoing, Teranet may direct Users to issue the Fee and Transaction Fund to one of its subcontractors, as applicable.

13. Applicable Laws:

13.1. You are responsible for compliance with, and agree to comply with:

- (a) all local laws to the extent they are applicable and you agree to comply with all applicable laws with respect to your use of SureFund, including Canadian privacy laws and Canada's Anti-Spam Law ("**CASL**"), as it may be amended from time to time, and with any other applicable rules and regulations of the Canadian Radio-television and Telecommunications Commission and any similar or replacement body with authority to administer and enforce CASL; and
- (b) all rules and regulations of any professional governing body (e.g. the Law Society of Ontario) having jurisdiction over your professional activities, including any applicable provincial law society.

13.2. Each party shall:

- (a) reasonably cooperate with the other party in order to assist such party in complying with its obligations under applicable law; and
- (b) comply upon reasonable notice from the other party with all governmental requests relating to the subject matter of these Terms of Use directed to either us or you and provide all information and assistance reasonably necessary to comply with the governmental request.

13.3. Personal information that forms part of the Content will be stored by us in an encrypted manner and treated in accordance with all applicable Canadian and provincial privacy laws.

14. Intellectual Property:

14.1. We and (where applicable) our subcontractors own all right, title and interest in and to SureFund and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights for any of the foregoing embodied therein and you may not use same except as explicitly permitted in these Terms of Use.

14.2. For the Term, you are granted a non-exclusive right to access and use SureFund for internal use only for the purpose of providing services to your or the Account Holder's clients.

14.3. Certain names, words, titles, phrases, logos, icons, graphics or designs or other content on SureFund are trade names or trade-marks owned by us, or trade names or trade-marks licensed to it. The display of trade-marks and trade names on the SureFund web site does not imply that a license of any kind has been granted to anyone else and you may not use same except as explicitly permitted in these Terms of Use.

14.4. You agree that if you send us suggestions, ideas or other information regarding SureFund we are entitled to unrestricted use of the feedback for any purpose whatsoever, without compensation to you.

14.5. As between the parties, you retain all right, title and interest in and to the Content, other than the rights specifically granted to us herein. You hereby provide Teranet and its affiliates and subcontractors with a perpetual, irrevocable, royalty-free, non-exclusive right and license to use Content: (a) for the purposes of providing the products and Services available through SureFund, including the Payment Services; and (b) in aggregate and anonymized form for the purposes of enhancing SureFund, demographic analysis, commercialization and for research purposes.

15. Warranties:

15.1. Each party represents and warrants that it shall comply with all laws applicable to it pertaining to its performance of its obligations under these Terms of Use. For the purposes of these Terms of Use, "applicable laws" includes any all rules and regulations of any professional governing body/law society having jurisdiction over your professional activities.

15.2. You represent and warrant:

- (a) You have obtained meaningful consent from the applicable individual or entity for the collection, use and disclosure of Content, including any confidential Content of third parties (e.g. clients) and Content consisting of personal information as defined in applicable Canadian and provincial privacy laws;
- (b) Content does not and will not infringe any copyright, patent, trade-mark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) Content does not and will not violate any law, statute, ordinance or regulation; and
- (d) Content is not, and will not be, defamatory, trade libelous, obscene or pornographic.

16. Disclaimer:

16.1. Except as expressly provided in these Terms of Use, no member of the Teranet Group or any of their subcontractors makes any warranties with respect to SureFund and any other products and services provided pursuant to these Terms of Use, including, but not limited to, password reset, customer support and technical support services. Except as expressly provided in these Terms of Use, all such products and services are provided on an "as is" basis, without any other warranties, representations or conditions, express or implied, including, without limitation, warranties or conditions of non-infringement of third party rights, accuracy, correctness, completeness, effectiveness, currency, merchantability, fitness for a particular purpose, reliability, security, operation free of interruption, technologically harmful intrusions, denial of service attacks, viruses or other errors or events caused by or introduced through the internet, or those arising by usage of trade or course of dealing.

16.2. Without limiting the disclaimer in Section 16.1:

- (a) although we try to ensure that SureFund is accurate, you agree that we and our subcontractors have no liability for the accuracy, completeness, quality or correctness of SureFund, including the Payment Services, except as expressly set out in these Terms of Use;
- (b) you acknowledge that we and our subcontractors shall have no liability to the Account Holder, an Administrator, a User, Designated Payee, a client or any third party with respect to any damages resulting from inaccurate Content or Content containing errors or loaded in error, including any instructions provided with respect to Payment Services, or arising from any delays, errors, or other acts or failures to act on the part of a payee or delivery service;
- (c) you hereby release each member of the Teranet Group and their subcontractors of any liability arising from payout statements provided by third parties, including any delays relating thereto; and
- (d) no member of the Teranet Group or their subcontractors will be liable for any loss or damage suffered by you that is caused by any delay, error, interruption or failure by a member of the Teranet Group or their subcontractors to provide you with SureFund, including the Payment Services, except as expressly set out in these Terms of Use.

17. Indemnity:

17.1. The Account Holder, the Administrator and the User (as appropriate) shall indemnify and hold the Teranet Group and their subcontractors harmless from any costs, damages, losses or expenses that any member of the Teranet Group may suffer:

- (a) as a result of, or in connection with, any claim asserted by a third party against any member of the Teranet Group, in connection with any unauthorized, improper or illegal use of Accounts, SureFund or data by the Account Holder or the User or committed under their account;
- (b) due to any breach of these Terms of Use by the Account Holder, Administrator or User; and
- (c) in respect of any third party claims relating to any Content, including any claims arising from errors or inaccuracies in the payment instructions provided to SureFund, except where those claims arise due to our gross negligence or intentionally wrongful conduct.

18. General:

- 18.1. Any provision of these Terms of Use intended to survive the termination of these Terms of Use, or any parts thereof, shall survive such termination.
- 18.2. You acknowledge and agree that these Terms of Use, and any disputes related thereto, shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada and you attorn to the jurisdiction of and agree to bring any actions exclusively in the courts of Ontario, save and except of injunctive relief which may be sought in any jurisdiction deemed appropriate.
- 18.3. Neither you nor us or our subcontractors shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, terrorist actions, natural disaster, labour disruptions, insurrections, pandemics, epidemics or any other cause beyond the reasonable control of the party whose performance is affected.
- 18.4. Any notice under these Terms of Use may be delivered by hand, by mail, by courier, by electronic mail or, in the case of a notice from us, by announcement displayed via SureFund. Except as provided for otherwise in these Terms of Use, a notice shall be deemed to have been received on the fifth business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by electronic mail or by announcement through SureFund.
- 18.5. These Terms of Use, and any of the rights and obligations herein, may only be assigned with our prior written consent. Any attempt by any User, Account Holder or Administrator to assign any rights or obligations under these Terms of Use shall be void in the absence of such prior written consent.
- 18.6. If any provision of these Terms of Use shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.
- 18.7. These Terms of Use constitute the entire agreement between us and you with respect to the use of SureFund by the User and the terms and conditions of these Terms of Use shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the User or an Administrator to us.
- 18.8. The headings in the Terms of Use are only for convenience of reference and shall not affect the construction or interpretation of these Terms of Use.