

# Terms of Use

Updated 02/01/2021

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We and You covenant, promise and agree as follows:

## 1. Acceptance of the Terms and Conditions

These Terms of Use for the Filogix Expert Plus and Expert Pro services (the "Service"), constitute a legal agreement and are entered into by and between you ("You" or "Your") and D+H Mortgage Technology Corporation. c.o.b. as Filogix ("**Filogix**", "**We**," "**Us**," "**Our**"). The following terms and conditions together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**") and Our Privacy Policy (together, these Terms and Conditions and Our Privacy Policy are hereinafter referred to as "this Agreement"), govern Your access to and use of the Service, including any content, functionality, and services offered on or through the Service.

**BY USING ANY ELEMENT OF THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SERVICE.**

By using the Service, You represent and warrant that You are the legal age of majority under applicable law to form a binding contract with Filogix and meet all other eligibility requirements. If You do not meet all of these requirements, You must not access or use the Service.

## 2. Definitions

(a) "**Broker**" means a mortgage company, mortgage brokerage, or a similar entity that You are working for or with to either offer (in the case of an agent) or secure (in the case of a consumer) mortgage services.

(b) "**Discloser**" has the meaning as defined in Section 8.

(c) "the **Service**" means: (i) the software-as-a-service platform known as Expert Plus and Expert Pro (previously Doorrr) offered by Filogix; (ii) the Websites; and (iii) all other software, hardware, and systems used by Filogix to host and make the Service available for Your use and access.

(d) "**Feedback**" has the meaning as defined in Section 7.

(e) "**Financial Information**" means financial information of a User (including bank account information).

(f) "**Interactive Functions**" has the meaning as defined in Section 4.

(g) "**Open-Source Component**" means any software component that is subject to:

an open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser General Public License, that has been approved by the open-source initiative;

any other obligation, restriction or license agreement that:

substantially conforms to the open-source definition as prescribed by the open-source initiative; or

may otherwise require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

(h) "**Personal Information**" means information about an identified or identifiable individual.

(i) "**Privacy Policy**" means the Filogix Expert Plus/Pro privacy policy located at [https://www.finastracanada.com/Expert\\_Plus\\_Pro\\_Privacy\\_EN.pdf](https://www.finastracanada.com/Expert_Plus_Pro_Privacy_EN.pdf).

(j) "**Recipient**" has the meaning as defined in Section 8.

(k) "**Third Party Service Provider**" has the meaning as defined in Section 15.

(l) "**User**" means You or any other person or entity who accesses the Services for the purpose of offering or receiving mortgage services.

(m) "**User Submissions**" has the meaning as defined in Section 6.

(n) "**Websites**" means any Filogix-owned websites used to make the Service available, but not including any websites operated by others, even if such websites are accessed through the Service.

(o) "**Your Data**" means any data, information, content, records, and files that You load, transmit to or enter into the Service or otherwise provide to Us, and any data, information, content, records and files that the Service obtains from Your servers or systems or from third parties on Your behalf (including Personal Information and Financial Information, and Customer Data as defined in the Privacy Policy), including any and all intellectual property rights in any of the foregoing.

### 3. **Modifications to the Terms and Conditions and to the Service**

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 Service. You agree to periodically review these Terms and Conditions in order to be aware of any such modifications and Your continued use shall be Your acceptance of any changes.

The Service and the information and material on the Service 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 Service is restricted to Users or unavailable at any time or for any period.

#### 4. **Your Use of the Service and Account Set-Up and Security**

Users are responsible for obtaining their own access to the Service and for the Service's availability and performance. Users are required to ensure that all persons who access the Service through a User's internet connection are aware of these Terms and Conditions and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Service.

The Service or certain areas of the Service may require User registration. It is a condition of Your use of the Service that all the information You provide on the Service is correct, current, and complete.

Your provision of registration information and any submissions You make to the Service through any functionality (collectively, "**Interactive Functions**") constitutes Your consent to all actions We take with respect to such information consistent with Our Privacy Policy.

Any user name, 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 or Your organization, and You agree not to provide any other person with access to this Service or portions of it using Your user name, password, or other security information. You agree to notify Us immediately of any unauthorized access to or use of Your user name 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 user name, 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 circumventing or violating, or from attempting to circumvent or violate, the security of the Service, 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; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services or otherwise disrupting Our ability to monitor the Service; (f) using any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including to monitor or copy any of the material on the Service; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Service via a denial-of-service attack, distributed denial-of-service attack, flooding, mail-bombing or crashing; (i) modifying, translating, reverse engineering, decompiling, disassembling, or creating derivative works based on the Service (j) creating any "links" to or "frame" or "mirror" of the Service or any portion thereof; or (k) otherwise attempting to interfere with the proper working of the Service.

## **5. Intellectual Property Rights and Ownership**

You understand and agree that the Service and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Filogix, 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.

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

You may only use the Service for Your personal use. 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 the Service, 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, retaining any proprietary notices thereon, which may only be used for non-commercial and lawful use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from the Service nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If You print, copy, or download any part of the Service in breach of these Terms and Conditions, Your right to use the Service 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 Service or to any content on the Service, and all rights not expressly granted are reserved by Us. Any use of the Service not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other intellectual property laws.

## 6. Conditions of Use, User Submissions and Service Content Standards

As a condition of Your access and use, You agree that You may use the Service only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content, Your Data, material, and information a User submits, posts, publishes, displays, or transmits (collectively, "**Submit**") to the Service, 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 and regulations.

Without limiting the foregoing You warrant and agree that Your use of the Service 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 or legal rights (including the rights of publicity and privacy of others);

(b) 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 or Our Privacy Policy;

(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, age, or other such prohibited ground or be otherwise objectionable;

(d) Involve stalking, attempting to exploit any individual, or harm minors in any way by exposing them to inappropriate content or otherwise, or ask for Personal Information;

(e) Involve, provide, or contribute any false, inaccurate or misleading information;

(e) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms and Conditions;

(f) Impersonate or attempt to impersonate Us, a Filogix 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);

(g) Include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by Us, may harm Filogix or users of the Service or expose them to liability;

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

(i) Promote any illegal activity, or advocate, promote, or assist any unlawful act; or

(j) Falsely give the impression that they originate from or are endorsed by Us or any other person or entity.

You understand and agree that You, not Filogix, 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. We are 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 Service.

## 7. **Feedback: Grant of License**

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

You may provide feedback to Us including, but not limited to, suitability, problem reports, suggestions and other information with respect to the Service and services ("**Feedback**"). You hereby grant to Us a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service and/or services and any other Filogix products or services, or for any other purposes, any Feedback provided by You.

## 8. **Confidential Information**

For purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the "**Recipient**", the Party disclosing such information will be the "**Discloser**", and "**Confidential Information**" means any and all information of Discloser disclosed by Discloser to Recipient or otherwise coming into the possession of Recipient during the term that is marked as "confidential" or that a reasonable person would understand to be confidential (including all Personal Information and Financial Information); provided that Discloser's Confidential Information (excluding Personal Information) does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential Information; (ii) information that is publicly available through

no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

Recipient hereby agrees that, during the term and at all times thereafter, it will not: (i) disclose such Confidential Information of the Discloser to any person, except to its own personnel or affiliates having a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other Recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations, or as otherwise contemplated under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient will be deemed to have discharged its confidentiality obligations under this Section 8 (Confidential Information) if Recipient uses the same degree of care in safeguarding the Confidential Information of Discloser as it uses in protecting its own Confidential Information of a similar nature from unauthorized disclosure (but at all times not less than a reasonable degree of care).

Notwithstanding anything to the contrary in this Section 8, Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its employees, accountants, internal and external auditors, legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable services related to Filogix's business; (iii) in the case of Filogix, to potential assignees, acquirers or successors of the company or assets associated with the Service, if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Filogix; or (iv) as otherwise may be permitted in the Privacy Policy; or (v) in accordance with Your express instructions.

Notwithstanding anything to the contrary in these Terms and Conditions, You authorize Us to disclose Your Data and Confidential Information to the Broker or other entity who has entered into a contract with Us in relation to providing the Service to You and You understand that certain services provided as part of the Service or by Your Broker or its agent may require additional documentation to be completed. You agree that You will, from time to time at the request of Filogix, Your Broker, or Your Broker agent, without any additional consideration, furnish to Us, Your Broker or Your Broker agent such further information or assurances, execute and deliver such additional documents and take such other actions and do such other things, as may be reasonably necessary to carry out the requested services or the provisions of this Agreement.

## **9. Site Monitoring and Enforcement, Suspension and Termination**

Filogix has the right, without provision of notice to:

(a) Remove or refuse to post on the Service any User Submissions for any or no reason in Our sole discretion.

(b) At all times, to take such actions with respect to any User Submission deemed necessary or appropriate in Our sole discretion, including without limitation, for violating these Terms and Conditions.

(c) Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Service. 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 Service.

(d) Terminate or suspend Your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms and Conditions.

YOU WAIVE ANY CLAIMS AGAINST AND HOLD HARMLESS FILOGIX AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY FILOGIX AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER FILOGIX OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation or responsibility to You or any third party to monitor the Service or use, and do not and cannot undertake to review material that You or other users Submit to the Service. 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.

## **10. No Reliance**

The content on the Service is provided for general information purposes only. It is not intended as advice on which You should rely, and Filogix is not responsible for any such reliance. You must obtain more specific or professional advice from Your Broker or Broker agent (as applicable) before taking, or refraining from, any action or inaction on the basis of the content on the Service.

Filogix makes no representations, conditions, warranties or guarantees, whether express or implied, that the content on the Service is accurate, complete or up to date. Your use of the Service is at Your own risk and We have no responsibility or liability whatsoever for Your use of the Service.

You agree that all decisions You make in relation to mortgage products or services are Your full responsibility and You agree to retain legal counsel licensed to practice in Your jurisdiction regarding any legal issue of enough importance to reasonably require it. You agree to accept full responsibility for determining the value of, and for any use You make of, the Service and information, and for obtaining any assistance from a properly



licensed Broker or other professional advisor to assess the value of and appropriate uses for any such information.

The Service includes content provided by third parties, including from Your Broker, and third-party licensors and suppliers. All statements and/or opinions expressed in any such third party content, other than the content provided by Us, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Filogix. Filogix is not responsible, or liable to You or any third party, for the content or accuracy of any third party materials.

## **11. Privacy**

By accessing or using the Service, You understand that We will collect and use certain Personal Information. For more information about Our collection, use, disclosure and protection of Personal Information, please read Our Privacy Policy at <https://doorr.webflow.io/privacy-policy/>.

## **12. Your Data**

As between Us and You, You exclusively own all rights, title and interest in and to all Your Data. Filogix does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of Your Data.

You hereby irrevocably grant all such rights and permissions in or relating to Your Data: (a) to Filogix, its subcontractors and its personnel as are necessary or useful for You to use the Service and for Us to perform any services; and (b) to Filogix as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

You represent and warrant to, and covenant with, Us that Your Data will only contain Personal Information and/or Financial Information in respect of which You (and, if applicable, your Broker) have obtained all applicable third party consents, authority and permissions, and have made all applicable third party disclosures, in each case as required by applicable laws, regarding all collection, storage, access, use, disclosure and transmission of such information.

Upon request by Broker or Broker agent Users made during the term hereof, Filogix will make certain of Your Data available to You for export or download. If you are a Broker agent, We may require consent from Your Broker before providing Your Data, but accept no liability associated with a failure to secure such consent, and it is Your responsibility to ensure that Your request is consistent with Your agreement with your Broker. However, unless otherwise required by applicable law or pursuant to a specific contractual obligation between You or your Broker and Filogix, , Filogix will have no obligation to maintain or provide Your Data, and may delete or destroy any or all copies of Your Data in Our systems or otherwise in Our possession or control..

## **13. Rights in De-identified Data**

You acknowledge and agree that the Service may compile, store and use aggregated data and system usage, analytics and diagnostic information to monitor and improve the Service and for the creation of new products. Filogix shall have: (a) the right to de-identify, anonymize, pseudonymize, aggregate or otherwise convert Customer Data into blind data (collectively, the “De-identified Data”); and (b) a perpetual, irrevocable, worldwide right to use, sell or disclose De-identified Data for product improvement and development, benchmarking, analytics and insights, or any other lawful purpose, as long as such De-identified Data does not directly identify You or any particular individual.

#### **14. Third Party Services**

For Your convenience, the Service may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from the Service. If You choose to access any such sites, You do so at Your own risk. We have no control over the contents of any such third party sites, and accept no responsibility for such sites or for any loss or damage that may arise from Your use of them. You are subject to any Terms and Conditions of such third party sites.

#### **15. Third Party Providers**

The Service may provide You with information or referrals with respect to engaging the services of third parties for the provision of services (such third parties, the "**Third Party Service Providers**"). You may separately enter into an agreement with a Third Party Service Provider on such terms and conditions as may be agreed between You and that Third Party Service Provider.

If You engage the services of a Third Party Service Provider, You acknowledge that You are engaging directly with the Third Party Service Provider You select and not with Us, and that Filogix will not be a party to and will in no way be responsible for the performance of either You or the Third Party Service Provider.

Filogix does not make any representations or warranties of any kind in respect of any Third Party Service Provider and You acknowledge that Filogix is not an agent or representative of You or any Third Party Service Providers. You are responsible for managing, inspecting, accepting and paying for services and deliverables provided under any agreements with any Third Party Service Providers.

#### **16. Export Regulation**

The Service may be subject to export control laws. You shall not, directly or indirectly, export, re-export or release the Service to, or make the Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing or otherwise making or using the Service available outside Canada.

## **17. Open-Source Licenses**

Notwithstanding anything to the contrary in this Agreement, the Service may include Open-Source Components. Any use of the Open-Source Components by You shall be governed by, and subject to, the terms and conditions of the relevant open-source license(s).

## **18. Geographic Restrictions**

The owner of the Service is based in Toronto, Canada. This site is not intended for use in any jurisdiction where its use is not permitted. If You access the site from outside Canada, You do so at Your own risk and You are responsible for compliance with local laws of Your jurisdiction.

## **19. Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE 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 AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES OR CONDITIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER FILOGIX NOR ANY AFFILIATES OR LICENSEES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE SERVICE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER FILOGIX NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE 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 DOWNLOAD FROM THE INTERNET OR THE SERVICE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SERVICE 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, MAIL-BOMBING 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 SERVICE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

## **20. Limitation on Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCE WILL FILOGIX, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS, OR LICENSEES BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, OR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND 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 SUCH PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, INABILITY TO USE, OR RELIANCE ON, THE SERVICE, ANY LINKED SITE, OR SUCH OTHER THIRD PARTY SITE, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF FILOGIX IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS IN CANADIAN FUNDS (\$100 CAD). FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL FILOGIX'S THIRD PARTY SUPPLIERS OR LICENSEES HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

## **21. Indemnification**

To the maximum extent permitted by applicable law, You agree to defend, indemnify, and hold harmless Filogix, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensees, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable lawyer fees) arising out of or relating to (i) Your breach of these Terms and Conditions or (ii) Your use of the Service, including, but not limited to, Your User Submissions, third party sites, any use

of the Service's content, services, and products other than as expressly authorized in these Terms and Conditions or (iii) any third party liability related to Your Data or misrepresentation, criminal behaviour or gross negligence on the part of You; or (v) any actual or alleged infringement, violation or misappropriation of the rights of any person (including intellectual property or privacy rights) as a result of Your use of the Service (or any part thereof) contrary to the terms of this Agreement. You will fully cooperate with Us in the defense of any claim defended by You pursuant to Your indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of Filogix.

## **22. Governing Law and Jurisdiction**

The Service and this Agreement will be governed by and construed in accordance with the laws 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 Ontario or any other jurisdiction) and notwithstanding Your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Service and under this Agreement 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.

## **23. Waiver**

No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. 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.

## **24. Severability**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **25. Entire Agreement**

This Agreement constitutes the sole and entire agreement between You and Filogix regarding the Service and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

## **26. Reporting and Contact**

This Service is operated by:

D+H Mortgage Technology Corporation, c.o.b. as Filogix

5995 Avebury Road

2nd Floor

Mississauga, Ontario

L5R 3P9

All other Feedback, comments, reports of misuse, requests for technical support, and other communications relating to the Service should be directed to:  
[expert.support@finastra.com](mailto:expert.support@finastra.com).

## **27. Assignment**

You will not assign this Agreement to any third party without Our prior written consent. Filogix may assign this Agreement or any rights under this Agreement to any third party without Your consent. Any assignment in violation of this Section 27 will be void. The terms of this Agreement will be binding upon permitted assignees. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

## **28. Survival**

The Sections that by their context should survive the termination of this Agreement will survive including but not limited to Sections 2 and 5 through 28.