

© FINHAVEN™ GATEWAY INC. WEBSITE TERMS OF USE

PLEASE READ THIS AGREEMENT IN ITS ENTIRETY!

This website is owned and operated by Finhaven Gateway Inc..

In these Terms of Use, Finhaven Gateway Inc. is referred to as “Finhaven”. The website address is <https://www.gateway.finhaven.com> and is referred to as the “Site”.

Throughout the Site, the terms “we”, “us”, and “our” refer to Finhaven. Finhaven offers the Site, including all information, tools, and services available from the Site, to you, the user, on condition that you accept the terms, conditions, policies, and notices set out here.

By visiting the Site, and communicating with us via the Site, you engage our “Service” and agree to be bound by the following terms and conditions (“Terms”), including those other terms, conditions, or policies hyperlinked into these Terms. These terms apply to all users of the Site.

Our offer to you of the information, tools, and services available on the Site can only be accepted on these Terms.

1. Applicability

The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's content is legal. We make no representation that materials provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

2. Web Portal Conditions

By agreeing to these Terms, you represent that you are at least the age of majority in your jurisdiction of residence, and that you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our Service for any illegal or improper purpose, nor to violate any laws in your jurisdiction or in British Columbia (including, but not limited to, copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of these Terms will result in an immediate termination of our Service.

These Terms are an agreement between you and all legal persons you represent individually or collectively, and Finhaven. You represent and warrant that you have the legal authority to enter into this agreement by accepting these Terms for yourself and any person you represent.

If you do not agree with the Terms, or if you are not authorized to enter into this agreement on behalf of the person you represent, you may not access or otherwise use the Site or any information contained in it.

2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

If you provide personal information to us during your use of the Site, it will be for the purpose of communicating with us and receiving communications from us. By using our Service, you accept, agree, and consent to our Privacy Policy in full, which can be viewed here:

https://finhaven.ca/wp-content/uploads/2022/01/Privacy_Policy.pdf

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service, or any contact on the Site through which the Service is provided, without express written permission from us.

The headings used in this Agreement are for convenience only and will not limit or otherwise affect these Terms.

3 – Accuracy, Completeness, and Timeliness of Site Information

We are not responsible if information made available on the Site, or on any third-party website to which the Site links, is not accurate, current, or complete. The material on the Site is for general information only and should not be relied upon or used as the sole basis for making decisions of any kind without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on the Site is at your own risk.

We are not responsible for the legality, accuracy, or appropriateness of any content, advertising, products, services, or information located on our Site or any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content. Similarly, we are not responsible for any loss or damages caused or alleged to have been caused by the use of any apps.

The Site may contain historical information which is not current and is provided for reference only. We reserve the right to modify the Site's contents at any time, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes on the Site.

4 – Optional Tools

We may provide you with access to third-party tools that we do not monitor and for which we do not have any control or even input.

You acknowledge and agree that we provide access to these tools on an "as is" and "as available" basis without any warranty, representation, or condition of any kind and without any endorsement. We shall have no liability whatsoever arising from your use of such third-party tools.

Your use of optional tools offered on the Site is entirely at your own risk and discretion and you should ensure you are familiar with and agree with the terms on which those tools are provided by third-party providers.

We may also, in future, offer new services or features through the Site (including the release of new tools and resources). Such new features and services will also be subject to these Terms.

5 – Links

The Site may contain links to other internet websites or links to content created by third parties that are not affiliated with us. We neither control nor endorse such other websites or content, nor have we reviewed or approved any content that appears on such other websites or on our Site. Please read the terms of use and privacy policy of any such third-party sites that you interact with before you engage in any activity.

You are solely responsible and liable for your use of and linking to all third-party sites. We are not liable for any harm or damages related to your purchase of or use of goods, services, resources, content, or any other transactions made in connection with any third-party website.

You may link to any content on the Site provided such linking does not negatively impact search engine ranking or act as a *de facto* portal website consisting primarily of links from your website to our content.

6 – Prohibited Activity on and Uses of the Site

In addition, in connection with your use of the Site and its content, and the Service, you agree not to:

- restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site;
- "frame" or "mirror" any part of the Site without our prior written authorization;
- use any robot, spyder, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine", "scrape", "harvest", or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content;
- harvest or collect information about visitors to the Site without their express consent;
- transmit any content which contains software viruses, or other harmful computer code, files, or programs;
- use them for any unlawful purpose;
- solicit others to engage in, perform, or participate in unlawful acts;
- violate any international, federal, provincial, state, regional, or municipal regulations, rules, laws, or local ordinances;
- infringe upon or violate our intellectual property rights or those of others;
- harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- submit false or misleading information;
- interfere with or circumvent the security features of the Service, the Site, or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Site, the Service, or any related website for engaging in any of these prohibited uses.

If you are interested in reprinting, re-publishing, or distributing content from the Site, please write to legal@finhaven.com to obtain written consent.

7 – Copyright and Permitted Use

The Site and its content as well as all copyrights, including without limitation, the text, documents, data, products, software, graphics, photos, sounds, videos, interactive features, services, links, third-party apps, and any other content on the Site and the trademarks, service marks, and logos contained therein are the property of Finhaven and its third-party licensors or providers.

You may access and use the content and download and/or print out copies of any content from the Site, solely for your personal, non-commercial use, provided that you do not modify any of the content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. You may not copy, imitate, reproduce, republish, upload, post, transmit, modify, index, catalogue, mirror, or distribute the Site in any way, without our express prior written permission. You must retain all copyright and other proprietary notices. You acknowledge that you do not acquire any ownership rights by using the Site. Finhaven reserves all rights not expressly granted in and to the Site.

8 - Trademarks and Permitted Use

Finhaven’s logos are trademarks and may not be used without Finhaven’s express written permission. Your use of the Site does not transfer to you any ownership other rights in the Service, the Site, or its contents. Other product and company names and logos appearing on the Site may be registered or unregistered trademarks, service marks, trade names, or logos of their respective owners. Any use of the trademarks, service marks, trade names, logos, or official marks displayed on the Site (the “Marks”) except as expressly provided in these Terms is strictly prohibited. Nothing appearing on the Site, or elsewhere, will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks.

Finhaven Technology Inc., the owner of the Marks, grants you a limited license to use, download, print, or reproduce in whole or in part Finhaven’s Marks, subject to the following conditions:

- they must identify Finhaven Technology Inc. as the source of the Marks;
- they must be used or reproduced accurately, without any modification; and
- they must be used exclusively for non-commercial purposes.

Finhaven Technology Inc.’s prior written consent is required for the use of the Marks not expressly permitted above, such as for a commercial use.

9 - User Comments, Feedback, Other Submissions

If, at our request, you send certain specific submissions (for example, contest entries) or, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (the “Comments”), you agree that we may, at any time and without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments you forward to us. We are and shall be under no obligation to maintain Comments in confidence, pay compensation for any Comments, or respond to any Comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or which violates any party’s intellectual property or these Terms.

You agree that your Comments will not violate the rights of any other party, including copyright, trademark, privacy, or any other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive, or obscene material. You may not use a false or anonymized email address, pretend to be someone other than yourself, or otherwise mislead us, or any third parties, as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or by any other third-party.

10 – Errors, Inaccuracies, Omissions

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies, or omissions.

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service, or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

11 - Disclosure

We reserve the right to access, read, preserve, and disclose (whether published or not) any personally identifiable information we believe is reasonably necessary to:

- comply with any applicable law, regulation, legal process, subpoena, or governmental or regulatory request;
- enforce these Terms, including investigation of potential violations of it;
- detect, prevent, or otherwise address fraud, security, or technical issues;
- respond to user support requests; or
- protect the rights, property, or safety of Finhaven, its users, yourself, or the public.

12 – Disclaimer of Warranties; Limitation of Liability

You expressly agree that your use of, or inability to use, the Site or the Service, is at your sole risk. No opinion, advice, or statement of Finhaven or any third-party user shall create any warranty.

The Site, and any product or service obtained or accessed through the Site, is provided "as is" and without representations or warranties of any kind, either express or implied, suppliers, advertisers, and agents disclaim all warranties, express, implied or statutory, including, but not limited to, warranties of title and non-infringement, implied warranties of merchantability and fitness for a particular purpose, and all warranties relating to the adequacy, accuracy, or completeness of any information on our site.

Finhaven does not guarantee, represent, or warrant that your use of the Site or our Service will be uninterrupted, timely, error-free, or secure, nor that the Site or the server(s) on which the Site is hosted are free of viruses or other harmful components.

You agree that from time to time we may remove the Service, or any part of it, for indefinite periods of time or cancel them at any time, without notice to you.

In no case shall Finhaven, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect,

incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Site or the Service, or for any other claim related in any way to your use of the Site or the Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the Site or the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

13 - Indemnification

You agree to indemnify, defend, and hold harmless Finhaven and its subsidiaries, affiliates, partners, directors, officers, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from and against any and all claims or demands made by any third parties for damages, losses, costs (including reasonable legal fees), or other expenses that arise directly or indirectly out of or from:

- your violation of these Terms, including any additional terms or documents incorporated by reference;
- your access to or use of the Site or the Service; or
- your violation of any law or the rights of any third party.

14 - Termination

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms by ceasing to use the Site or by notifying us that you no longer wish to use our Service.

You understand and agree that Finhaven may, under certain circumstances and without prior notice to you, terminate your access to and use of the Site if in our sole discretion we think:

- you have breached or violated these Terms;
- we are obliged to respond to a request by a law enforcement or other government or regulatory authority; or
- you have repeatedly violated third-party copyrights or other intellectual property.

15 – Severability

If a provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by law and the unenforceable portion shall be deemed to be severed from these Terms, so that such determination shall not affect the validity and enforceability of any remaining provisions.

16 – Entire Agreement

If we fail to exercise or enforce any right or provision of these Terms, that shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules referred to in them or posted by us on this Site or in respect of the Service constitutes the entire agreement and understanding between you and us and govern your use of the Site and the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

17 – Governing Law

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Province of British Columbia and applicable federal laws of Canada without regard to the principles of conflict of laws. You and Finhaven agree to submit to the personal and exclusive jurisdiction of British Columbia, Canada, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Any dispute between you and Finhaven or any other person connected to the Site, the Service, these Terms, or any related matters will be resolved before the Courts of British Columbia, Canada.

18 - Changes to Terms

You can review the most current version of these Terms at any time at this page.

We reserve the right, at our sole discretion, at any time to update, change, or replace these Terms by posting updates to the Site. It is your responsibility to check the Site periodically for updates or changes. If you continue to use or access the Site or the Service after updates or changes are posted, you are deemed to accept the updated or changed Terms.

- change the Site including eliminating or discontinuing any content or feature; or
- modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. Notification will be provided of any material changes.

19 - Contact Information

Questions about these Terms should be sent to legal@finhaven.com.

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