

TERMS OF USE

Please read the following Terms of Use (the “**Agreement**”) carefully as it is a legal agreement governing your use and access to Let’s Split application and the services made available through such application (the “**Application**”), including all user manuals, handbooks, videos and installation guides relating to the Application (the “**Documentation**”) provided to you (“**you**” or “**your**”) by 9426-9081 Quebec Inc. f.a.s. Let’s Split (“**Let’s Split**”) for use pursuant to and subject to the agreement entered into by and between Let’s Split and You.

BY CLICKING THE “I ACCEPT” BUTTON, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY EACH AND EVERY TERMS OF THIS AGREEMENT. LET’S SPLIT MAY REFUSE ACCESS TO THE APPLICATION FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT VERY CAREFULLY. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK THE “I ACCEPT” BUTTON AND YOU WILL HAVE NO LICENCE TO, AND MUST NOT ACCESS OR USE, THE APPLICATION.

1. **ACCESS TO THE APPLICATION.** Subject to your strict compliance with this Agreement and your payment of the applicable fees, Let’s Split hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited licence to use and access the Application solely in accordance with the Documentation, solely for your personal use. Without the prior written authorization of Let’s Split, you cannot use the Application for any commercial purposes.

2. **ACCOUNT**

2.1. **Account creation.** The Application requires the creation of a user account. If you create an account, you must complete the registration process by providing Let’s Split with current, complete, and accurate information as prompted by the applicable registration form and comply with any specific requirements that might be set out. You will also choose a unique username and a safe password. In case of a breach of this paragraph 2.1, Let’s Split may end your right to access and use the Application, at its sole discretion.

2.2. **Use of the Application by Minors.** If you are 14 years of age or older, but under the age of majority in the jurisdiction in which you reside, please review the Agreement with your parent or legal guardian. You may only use the Application through the account of your parents or legal guardian, and any interaction or communication we have with you shall be directed to your parents or legal guardian. As such, you represent and warrant that your parents or legal guardian consented on your behalf and are bound by the Agreement. Let’s Split does not knowingly collect any information from children 14 years of age or younger. In any case, the Application cannot be used by anyone under the age of 14 years old and without a valid credit card.

2.3. **Responsibility of the Account.** You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Let’s Split immediately of any unauthorized use of your account or any other breach of security.

2.4. **Account Security.** Although we are using reasonable security measures to protect your personal information, we cannot assure that unauthorized third parties will never be able to breach the

Application's security measures or make improper use of your personal information. Therefore, you acknowledge that you are providing your personal information at your own risk.

2.5. **Liability for Account Misuse.** To the extent permitted by applicable laws, Let's Split will not be liable for any loss, including the loss of data associated with your account, that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by Let's Split or another party due to someone else using your account or password.

2.6. **Use of Other Accounts.** You may not use anyone else's account at any time, unless with the permission of the account holder as her or his duly authorized mandatory.

2.7. **Deletion of the Account by Let's Split.** Let's Split reserves the right to delete any account that is no longer used or accessed for a period deemed too long by Let's Split at its sole discretion by using commercially reasonable efforts to provide you with a written notice prior to the deletion of your account.

2.8. **Deletion of the Account by you.** You may close your account and terminate your relationship with Let's Split without cost, but you will remain liable for all obligations related to your account even after your account is closed. Any incomplete transactions or transfers must be completed or cancelled and you must transfer any money, if any, from your account before closing it. Let's Split reserves the right to refuse the deletion of an account in specific cases, such as, but not limited to: (i) to avoid an investigation; (ii) while there is an open dispute or a pending transaction; or (iii) if you owe Let's Split any amount.

3. **USE OF THE APPLICATION**

3.1. **Restrictions.** You shall not, at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Application or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Application, in whole or in part; (iv) remove any proprietary notices from the Application or the Documentation; (v) use the Application or the Documentation as a service bureau, in time-sharing or in any other way allowing third parties access to the Application through your account; (vi) use the Application contrary to the Documentation; (vii) provide passwords or other connection information to the Application to third parties; (viii) share features of the Application content with third parties; (ix) probe, scan, vulnerability test or bypass any security mechanism used by websites, servers or networks connected to the Application; (x) undertake any action that imposes an unreasonable or disproportionately large load on websites, servers or networks connected to the Application; (xi) access (and attempt to access) or use the data of other authorized users through the Application; (xii) knowingly decrease or impede access to the Application; (xiii) access or use the Application to create a similar or competing Application or service; (xiv) use the Application in a manner that could be reasonably believed to be an abuse of the applicable card system or a violation of card association or network rules, including abusing the Application to earn rewards, perks, miles, points or else with a credit card; (xv) take any action that may cause Let's Split to lose any of the services from its Internet service providers, payment processors, or other supplies or service

providers, (xvi) use the Application to test credit card behaviours, or make excessive or unexplainable transactions; (xvii) circumvent any of the applicable policies or determination about your account, including but not limited to, attempting to open a new or additional account when you have amounts owed to Let's Split or when your account has been restricted, suspended or otherwise limited, opening new or additional accounts using false information or information that is not your own; (xviii) harass and/or threaten Let's Split's employees, agents, or other users; or (xix) use the Application or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

3.2 Suspension of the Application. Notwithstanding anything to the contrary in this Agreement, Let's Split may temporarily suspend your access to any portion or all of the Application if Let's Split reasonably determines that: (i) there is a threat or attack on any component of the Application; (ii) your use of the Application disrupts or poses a security risk to the Application or to any other client of Let's Split; (iii) you are using the Application for fraudulent or illegal activities; (iv) your use of the Application is prohibited by applicable laws; or (v) your use of the Application is in breach with the provisions of the present Agreement (each, a "**Suspension**"). Let's Split shall use commercially reasonable efforts to provide you with a written notice of any Suspension and to provide you with updates regarding resumption of access to the Application following any Suspension. Let's Split shall use commercially reasonable efforts to resume providing access to the Application as soon as reasonably possible after the event giving rise to the Suspension is cured. Let's Split shall have no liability for any damage, liabilities, losses (including any loss of profits), or any other consequences that you may incur as a result of a Suspension. Without limiting the above, and notwithstanding anything to the contrary in this Agreement, Let's Split can take the necessary actions to protect itself, its customers or others at any time within its sole discretion when it believes that you are engaged in any activities deemed a Suspension. This includes, but is not limited to, (i) termination of this Agreement and close your account immediately and without penalty to us; (ii) refuse to provide the services or access to the Application; (iii) limiting your access to our other services, websites, software, systems or other applications operated by us or on our behalf; (iv) updating inaccurate information you provided us; or (v) take legal action against you.

3.3 Compliance Measures. The Application may contain technological copy protection or other security features designed to prevent unauthorized uses of the Application, including features to protect against uses of the Application: (i) beyond the scope of the licence granted to under Section 1; and/or (ii) prohibited under Section 3. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

4. COLLECTION AND USE OF INFORMATION: AGGREGATED DATA

4.1 Collection and Use of Information. Let's Split may, directly or indirectly through the services of others, collect and store information regarding use of the Application and about equipment through which the Application is accessed and used, by means of: (i) providing maintenance and support services; (ii) security measures included in the Application as described in Subsection 3.3 above; and (iii) by transfer through the Internet. You agree that Let's Split may use such information for any purposes related to any use of the Application by you, including but not limited to: (a) improving the performance of the Application or developing updates; and (b) verifying compliance with the terms of this Agreement and enforcing Let's Split's rights, including all intellectual property rights in and to the Application.

4.2. **Aggregated Data.** Notwithstanding anything to the contrary in this Agreement, Let's Split may monitor your use of the Application, collect, and compile aggregated and anonymized data sets and decision models (the "**Aggregate Data**"). As between the parties, all rights, titles, and interests in and to the Aggregated Data, including any and all intellectual property rights therein, shall belong to and are retained solely by Let's Split. You acknowledge and agree that Let's Split may: (i) make the Aggregated Data publicly available in compliance with applicable laws; and (ii) use the Aggregated Data to the extent and in the manner permitted under applicable laws.

5. USER CONTENT

5.1. **Content Ownership.** As between you and Let's Split, you retain ownership of any text, video, photos or other materials that you post on or communicate through the Application or otherwise provide to Let's Split hereunder (the "**Content**"), except for the Feedbacks (as defined below).

5.2. **Content License.** By submitting the Content on the Application, you grant Let's Split a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, and transferable licence to reproduce, publish, modify and in general use the Content in connection with the Application. You further agree to complete and execute any documents that Let's Split may reasonably request to give full effect of this provision.

5.3. **Netiquette.** At all times, when you provide any Content hereunder, you agree not to make any statement or provide any Content that could be considered, at Let's Split's sole discretion, to be: (i) abusive, defamatory, hateful, racist, xenophobic, homophobic, or sexist (or any use of discriminatory language); (ii) involving vulgar, obscene or malicious language; and (iii) disclosing personal information or the confidential information of others.

5.4. **Responsibility of the Content.** You hereby agree and accept that you are solely responsible for any Content that you provide hereunder. Therefore, you represent and warrant to Let's Split that: (i) you are either the sole and exclusive owner of the Content, or that you have all rights, licences, permissions, consents, and releases to grant Let's Split rights in such Content; and (ii) neither the Content nor its publication or transmission, nor the use of the Content by Let's Split violates or will violate the rights of any third-party, including intellectual property rights and publicity rights, or any law or regulation, Canadian or foreign.

5.5. **Application Management.** Let's Split reserves all rights relating to the administration of the Application, including in particular the right to delete without notice any Content which, at the sole discretion of Let's Split, does not comply with the rules set out in this Section 5.

5.6. **Review of the Content.** You acknowledge and agree that Let's Split has no obligation to review the Content posted on the Application, or to monitor your access to or use of the Application, but has the right to do so, in order to ensure compliance with the Agreement, applicable laws, court orders, governmental requirements or other requirements.

5.7. **Third-Party Content.** Through the Application, you may use and/or access Content provided by third parties. Let's Split cannot guarantee that such Content will be free of any material or information that you may find objectionable. Let's Split disclaims all liability related to your access to any Content.

5.8. **Complaint.** In the event that you find that any Content violates any of the provisions of this Section 5, Let's Split invites you to file a complaint, which will be treated confidentially.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 **Application and Documentation.** You acknowledge and agree that the Application is provided under licence, and not sold, to you. You do not acquire any ownership in and to the Application or the Documentation under this Agreement, or any other rights to the Application or the Documentation other than to access and use the Application and the Documentation in accordance with the licence granted under this Agreement, subject to all terms, conditions and restrictions as detailed in the Agreement. As between the parties, Let's Split shall retain all rights, titles, and interests in and to the Application and the Documentation and all intellectual property rights arising out of or relating to the Application and the Documentation, subject to the licence expressly granted hereunder. You shall safeguard all the Application and the Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

6.2 **Trademarks.** All trademarks, service marks, logos, trade names and any other proprietary designations of Let's Split or the Application used herein are trademarks and/or registered trademarks of Let's Split. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

6.3 **Feedback.** If you send or transmit any communications or materials to Let's Split suggesting or recommending changes to the Application, including without limitation, new features or functionalities relating thereto, or any comments, questions, suggestions, or the like (collectively, the "**Feedback**"), Let's Split shall have the right (but not the obligation) to use such Feedback. You hereby assign to Let's Split on your behalf all rights, titles, and interests in and to the Feedback and such assignment shall take effect as of the inception of the foregoing rights, titles, and interests. You agree to waive any moral rights that you have or may have in and to the Feedback. Without limiting the foregoing, you acknowledge and agree that Let's Split shall have the right (but not the obligation) to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. You further agree to complete and execute any documents that Let's Split may reasonably request to give full effect of this provision.

7. THIRD-PARTY MATERIAL AND WEBSITES. Let's Split may, at its sole discretion, insert links to third-party websites. In addition, you may access the Application through websites or other applications operated by third parties. You acknowledge and agree that Let's Split is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. Links to and material from any third-party websites do not automatically imply approval or endorsement thereof by Let's Split. Except as provided in its Privacy Policy, Let's Split does not assume and will not have any liability or responsibility for any third-party material or websites, or for any other material, products or services of third parties. You also agree and acknowledge that you may be subject to other terms and conditions from third parties when you use such third parties' material, products, services, software, websites or portals, and that the present Agreement may no longer apply. In any such case, it is your responsibility to ensure that you have read, understood and accepted the applicable terms of use to such third parties' material, products, services, software, websites or portals.

8. MODIFICATIONS TO, SUSPENSION OR TERMINATION OF THE APPLICATION. Let's Split shall have the right, at its sole discretion, to modify, suspend, remove, discontinue or disable access to the Application (or any part, feature or content thereof) at any time and for whatever reason, without notice. Let's Split shall not be liable to you or to any third-party for exercising such rights.

9. DISCLAIMERS

9.1. **Use of the Application.** You expressly acknowledge and agree that your use of the Application is at your sole risk and that Let's Split makes no guarantee, representation or warranty that the operation of the Application or your use of the Application, including all and any of its features, will be uninterrupted or error-free. You also agree that the Application may be temporarily unavailable from time to time for maintenance, technical problems or other reasons. Let's Split may remove the Application for indefinite periods of time or may disable access to the Application at any time, without notice to you and without liability, subject to Section 8 above.

9.2. **Exclusion of warranty.** The Application, and all information, content, materials and the Documentation made available to you through the Application, are provided by Let's Split "as is" and "as available" and without warranty of any kind. To the fullest extent permitted by applicable laws, Let's Split disclaims any and all warranties and representations with respect to the Application, the Documentation, and the information, content and materials available on or through the Application, and all expressed or implied warranties of merchantability, non-infringement and fitness for a particular purpose are hereby specifically disclaimed and excluded. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusion and limitations may not apply to you.

9.3. **Device.** You acknowledge that the use of the Application or of some of its features may require the use of specific hardware and software products and that such hardware and software are your responsibility. Let's Split makes no guarantee, representation, or warranty that any particular device or other hardware will be compatible with the Application and any other technology used by Let's Split to provide the Application. It is your sole responsibility to ensure that your system(s) and/or devices will function correctly with the Application. Let's Split shall not be liable to you or to any third-party for any loss or damages to your computers, Internet modems, devices, or other hardware. Let's Split makes no guarantee, representation or warranty that the Application will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and, subject to the Privacy Policy, Let's Split disclaims any liability relating thereto. You are solely responsible for backing up your own system.

10. INDEMNIFICATION. You agree to indemnify and hold Let's Split, its affiliates, subsidiaries and related entities, and their respective directors, officers, employees, agents, representatives, contractors and licensors, harmless from and against any claim, loss, liability, damages, costs and expenses arising out of or in connection with (i) your breach of this Agreement; (ii) any violation by you of any law or rights of a third-party; or (iii) any action taken by Let's Split as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred.

11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL LET'S SPLIT, ITS AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND LICENSORS, BE LIABLE UNDER OR IN CONNECTION

WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LET'S SPLIT AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$150.

12. TERM AND TERMINATION

12.1. **Term.** The term of this Agreement shall begin when you accept this Agreement and shall end when terminated by you or Let's Split in accordance with the provisions of this Agreement (the "**Term**").

12.2. **Termination.** If you fail to comply with any of the provisions of this Agreement, including, but not limited to the restrictions of Section 3.1, or infringe or otherwise violate third parties' rights, and without limiting Section 3, Let's Split, at its sole discretion, without prior notice to you, may (i) terminate this Agreement and/or deactivate your right to use the Application; or (ii) preclude access to the Application (or any part or feature thereof). Upon termination of this Agreement, you shall cease all use of the Application.

13. GENERAL.

13.1 **Modifications to the Agreement.** Let's Split may change, revise, update or otherwise modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. You acknowledge and agree that Let's Split may impose new or additional rules, policies, terms or conditions on your use of the Application at any time. You hereby agree that a change notice sent to you by email or the posting on the Application of a change notice or of a modified agreement is considered sufficient notice. All such changes shall take effect immediately. Your continued use of the Application after such changes shall be deemed to constitute your acceptance of any and all such changes. If you do not agree to abide by these new terms, do not continue to use the Application. It is your responsibility to regularly check the Application to determine if there have been changes to these terms and to review such changes.

13.2 **Export Regulation.** The Application may be subject to export control laws. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application 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 and national laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Application available outside Canada.

13.3 **Survival of Provisions.** The provisions that by their nature should survive termination of this Agreement shall survive termination, including ownership and disclaimers of liability.

13.4 **Assignment.** You cannot assign or transfer this Agreement or any rights or obligations thereto.

13.5 **Privacy.** Your use of the Application is subject to Let's Split's [Privacy Policy](#) which governs our use of your personal information. The Privacy Policy is expressly made a part of this Agreement.

13.6 **Entire Agreement.** This Agreement, together with the Privacy Policy, constitutes the entire and exclusive understanding between the Let's Split and you regarding the Application and the Documentation and shall supersede and replace any and all prior oral or written understandings or agreements between Let's Split and you.

13.7 **Waiver; Severability.** The failure of Let's Split to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Let's Split. Except as expressly set forth in this Agreement, the exercise by Let's Split of any of its remedies under this Agreement will be without prejudice to its other remedies. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect.

13.8 **Contact us.** Let's Split appreciates your comments, questions, and feedback, which may be sent through the support form available in the Application or to support@letsplit.com.

13.9 It is the express wish of the parties that this document and all related documents, including notices and other communications, be drawn up in the English language.

Il est la volonté expresse des parties que ce document et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais.