

Terms and Conditions

Your Acceptance of these Terms of Use

Please read these Terms and Conditions of Use (“**Terms**”) carefully before accessing or using our services because they represent a legally binding agreement between each user (“**you**”, “**your**”) and Pay2Day Inc. (referred to as “**Pay2Day**”, “**we**”, “**us**”, or “**our**”).

If you wish to access and use the Pay2Day website, other online platforms, our mobile, tablet and other smart device applications (collectively, “Sites”) you must accept and agree to be bound by and comply with these terms of use. If you do not agree to these terms of use, you may not access or use the Services provided by us.

By using our Sites, you are also consenting to how we use cookies according to our cookies policy under our Privacy Policy Agreement.

When you apply for a loan and use our services, you will be asked to explicitly agree to these terms.

Changes to the Terms and Conditions

We reserve the right, at our sole discretion, to modify these Terms of use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these terms of use on a regular basis to keep yourself up-to-date of any changes. You can find the most recent version at the top of these Terms.

Use of Our Sites

Subject to the terms of this agreement, we hereby grant you (as a permitted user) a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license and right to use and access our Sites for your own personal use and in compliance with applicable law. Use of our Sites beyond the scope of authorized access granted to you by these terms of use immediately terminates that license.

Access and use of our Sites may be subject to limitations, delays and other problems inherent to the use of the Internet and electronic communications. Pay2Day cannot guarantee the continuous and uninterrupted availability and accessibility of the Sites. We are not responsible for any delays, or other damage resulting from such problems, or from the unavailability of the Sites for any reason. Pay2Day may improve, enhance and modify the Sites and introduce new services from time to time.

All rights not expressly granted by these terms of use are reserved to us, or, if applicable, our licensors.

Eligibility

You must be at least 18 years old to access and use the Sites or register a Pay2Day account. The Sites may contain technologies that restrict or limit their use (including restrictions based on location). The products and services offered through our Sites are only intended for access and use by people located in Ontario. We make no claims that the Sites or any of its content is accessible or appropriate outside of Ontario. If you access or use the Sites from outside Ontario, you do so on your own initiative and are responsible for compliance with local laws.

Copyrights and Trademarks

The Pay2Day logo and design, and other related trademarks and symbols are registered or unregistered trademarks, service marks and trade names owned or used under licence by Pay2Day. You acknowledge and agree that any and all intellectual property rights included in the services and the Sites belong exclusively to Pay2Day and/or its affiliates and are protected from copying and simulation under national trademark and copyright legislation in Canada.

Our Sites and its entire content including, but not limited to, all text, software, audio, images and other materials or elements (collectively, "Content") is owned by Pay2Day, its licensors and other providers and is protected by copyright, trademark and other property laws in Canada. You may not reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer or otherwise exploit for any commercial purposes any content or material of our Sites except as expressly permitted by Pay2Day. Copying or reproducing our Sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Pay2Day.

You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our Sites.

Any use of the Sites not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws, rules and regulations.

Your Privacy

We respect your right to privacy. By using the Sites, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of Pay2Day as explained in the Privacy Policy Agreement, which is accessible at any of our Sites, as revised from time to time, and as otherwise permitted by applicable law.

Prohibited Uses

You agree to use the Sites and the services offered for lawful purposes only and in compliance with these Terms and all applicable laws, rules and regulations. You warrant to Pay2Day that you may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites. Additionally, you agree not to gain or attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Sites, the server on which the Sites are stored, or any server computer or database connected to the Sites.

Accessing the Website and Account information

Certain sections of our sites may only be available to you upon registration for a Pay2day Account ("Account"). Account registration requires you to submit certain personal information such as address, phone number, e-mail address, date of birth, driver's license, social insurance number, credit and employment history. By registering, you represent and warrant to Pay2Day that: (a) all information provided by you to us during the registration process is truthful, accurate and complete; and (b) you will comply with these Terms of use.

You agree to maintain accurate, complete and up-to-date Account information promptly update your registration data as necessary to keep it true, accurate, current and complete.

You will be responsible for any and all loss, damage, or additional costs that we and/or our service providers or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via our Sites.

You acknowledge that you are solely responsible for authorizing, monitoring, controlling accessing to and maintaining the confidentiality of your Account password and username, and that you (and not us) will be responsible for any loss resulting from any unauthorized use of your Account or access to your content. You agree to immediately notify us of any unauthorized use of your Account and any breach of confidentiality. You may not allow another person to use your username or password. You are responsible for ensuring that you exit from your Account at the end of each session

Links to Other Sites

Our Sites may contain links or references to other sites (collectively, "Linked Sites") that are not operated by Pay2Day. WE DO NOT CLAIM NOR ACCEPT RESPONSIBILITY FOR ANY CONTENT OF SUCH OTHER LINKED SITES. We are not liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third-party Linked Sites or content. Pay2Day is providing these links to you, only as a convenience, and the inclusion of any link does not imply endorsement by Pay2Day of the Linked Site or any association with its operation. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the terms of use and privacy policies posted at these third-party Linked Sites.

Warranty Disclaimer

IF YOU CHOOSE TO USE OUR SERVICES AND SITES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. OUR SITES (INCLUDING ITS CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEMS INTEGRATION, AND ACCURACY, ALL OF WHICH **PAY2DAY** EXPRESSLY DISCLAIMS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICE AND LICENCED SITES SHALL BE BORNE SOLELY BY YOU.

Pay2Day will not be liable or otherwise responsible for any failure or delay in updating the Sites or any content. We have no duty to update the content of the Sites. Pay2Day makes no representations or warranties that use of the Sites (including its content) will be uninterrupted or error-free. You are responsible for any results or other consequences of accessing the Sites and using the content. You acknowledge that any data or information downloaded or otherwise obtained or obtained or acquired through the use of the services and the Sites are at your sole risk and discretion and we will not be liable or responsible for to any damage to you or your property. It is your responsibility to follow proper backup and take all necessary precautions to protect against loss or error resulting from use of the services and the Sites.

NO ADVICE OR INFORMATION WETHER ORAL OR WRITTEN, OBTAIN BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSELY STATED IN THESE TERMS.

Limitation of Liability

IN NO EVENT SHALL PAY2DAY BE LIABLE TO YOU, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF PAY2DAY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES), OR THAT ARISE IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITES, WITH THE DELAY OR INABILITY TO USE THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITES. WHETHER CAUSED IN WHOLE OR IN

PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITES OR THE CONTENT.

Indemnity

You agree to release, defend (at Pay2Day's option), indemnify and hold Pay2Day and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

Termination

Pay2Day reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice or liability to you or any other person, if; (a) you have breached your obligations under these Terms and our Privacy Policy and Standards; (b) you have violated applicable laws, regulations or third party rights; (c) or if Pay2Day believes in good faith that such action is reasonably necessary to protect the safety or property of Pay2Day, its members or third parties.

Upon termination of this Terms you: (a) acknowledge and agree that all licences and rights to use the services and the Sites shall terminate; (b) will cease any and all use of the Sites; (c) will remove the mobile Application from all computing devices, hard drives, networks and other storage media in your possession or under your control. If your permission to use the Sites is terminated for any reason, then these Terms of Use will continue to apply and be binding regarding your access to and use of the Sites before termination and all related matters (including any related dispute).

General Matters and Governing Law

These Terms constitute the entire agreement between you and Pay2Day regarding your use of our Sites. These Terms of Use shall be governed in all respects by the laws of the Province of Ontario Canada, and applicable federal laws of Canada, without giving effect to any choice of law or conflict of law provision or rule. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification. If any part of this Terms is held invalid, or unenforceable that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE OUR SITES.