

LEAD BANK USER AGREEMENT

LAST UPDATED: AUGUST 28, 2017

1. Your Acceptance

Welcome to the Lead Bank User Agreement (the “**Agreement**”). This Agreement is between 1129421 B.C. LTD. (“**Lead Bank**”, “**us**”, “**we**” or “**our**”), the owner and operator of <http://www.leadbank.ca/> (the “**Site**”) and the Lead Bank mobile application (“**Apps**”), and you (“**you**” or “**your**” or “**user(s)**”), a user of the Site and/or Apps (together, the “**Services**”). This Agreement governs your access and use of the Services.

This Agreement incorporates by reference the Privacy Policy posted by us on our Site (the “**Privacy Policy**”), and any other policies posted by us on our Site from time to time and expressly referencing this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND LEAD BANK, AND IS DEEMED ACCEPTED BY YOU UPON YOUR FIRST ACCESS, USE OR DOWNLOAD OF ANY OF THE SERVICES. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS, USE OR DOWNLOAD ANY OF THE SERVICES.

Users of our Services must be at least eighteen (18) years of age and the age of majority as defined in the applicable jurisdiction(s). Use of our Services by anyone under such age is expressly prohibited.

2. Overview of Services

Lead Bank operates a web based customer relationship management software-as-a-service for insurance agents.

While Lead Bank prohibits conduct and use of the Services that is in violation of any of the terms below, you understand and agree that Lead Bank cannot be responsible for the content posted on the Services. Lead Bank does not pre-screen any user content, but Lead Bank and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any such content that is available via the Services. As such, you may be exposed to materials that is in violation of these terms. You agree that your use of the Services is at your own risk and liability, and that Lead Bank is released of any liability in connection with same. You are solely responsible for all content posted and activity that occurs under your account.

3. Responsible Use

In accessing, using and/or downloading the Services, you must **not**:

- (a) distribute or otherwise provide to any other user of the Services personally identifiable information or any personal health information of a third party without the prior written consent of such third party, and in such case, any distribution or provision of such information must be in accordance with such consent;
- (b) post, list or upload content or items in inappropriate categories or areas on our Services;
- (c) breach or circumvent any laws or any third-party rights;
- (d) block ads that are used on the Services;
- (e) use our Services if you are not able to form legally binding contracts (i.e. lacking legal capacity with respect to age, mental capacity or other factor), or are temporarily or indefinitely suspended from using our Services;
- (f) post false, inaccurate, misleading, deceptive, abusive, defamatory, indecent, violent, illegal or libelous content;
- (g) transfer your Lead Bank account to, or share your Lead Bank account with, another party without our consent;
- (h) add any other user to your mailing list or otherwise contact any other user without their explicit consent;
- (i) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
- (j) distribute viruses or any other technologies that may harm Lead Bank or the interests or property of users;

- (k) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior written consent of Lead Bank;
- (l) interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- (m) infringe the copyright, trademark, patent, publicity, moral, database and/or other intellectual property rights (collectively “**Intellectual Property Rights**”) that belong to or are licensed to Lead Bank. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Lead Bank or third parties;
- (n) infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- (o) harvest or otherwise collect information about users without their consent;
- (p) circumvent any technical measures we use to provide the Services or take any action to violate, interfere with or undermine the security or system integrity of the Services;
- (q) reproduce, copy, modify, adapt, exploit for commercial purposes, license, sublicense, distribute, transmit, translate, or create derivative works of, the Services or the content therein or any part thereof except with the prior written consent of Lead Bank or in the ordinary and prescribed use of the Services;
- (r) engage in any activity that is competitive with Lead Bank, as determined in Lead Bank’s sole discretion in each instance;
- (s) take any action that would damage, harm, or diminish Lead Bank’s reputation, goodwill, or public image; or
- (t) represent or suggest that Lead Bank endorses any user, business, product, or service, except with the prior written consent of Lead Bank.

If Lead Bank determines, in our sole discretion, that you are abusing the Services or failing to comply with the terms of this Agreement, we may, without limiting any other available remedies, limit, suspend or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), and take technical and/or legal steps to prevent you from using our Services.

In our sole discretion, we may cancel unconfirmed accounts, accounts created by bots or any other automated method, or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right at any time and from time to time to refuse or terminate all or part of our Services to anyone for any or no reason at our sole discretion.

4. Referral Conditions

When making referrals to another user of the Services, you agree that:

- (a) you are responsible for the accuracy and content of the referral;
- (b) you are responsible for obtaining prior written consent from the third party individual to whom the referral relates, which consent must specify the kind of information collected and the persons to whom such information will be disclosed;
- (c) personally identifiable information and personal health information of any such third party is treated as confidential information and that you will not disclose or use such information for any purpose or to any person except as the applicable third party has provided express written consent; and
- (d) any content that violates this Agreement or any of Lead Bank’s policies (as may be provided, posted or amended from time to time in Lead Bank’s sole discretion) may be deleted without notice to you and at Lead Bank’s sole discretion.

5. User Content

When providing information and content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion,

and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce against Lead Bank, our assignees, our sublicensees, and their assignees your Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Agreement, does not and will not infringe any Intellectual Property Rights, privacy rights or contractual rights of any third party. Lead Bank takes no responsibility and assumes no liability for any content provided by you or any third party.

6. **Lead Bank Content**

The content contained on the Services, including without limitation the text, graphics, images, audio, video and other material, as well as the taglines and look-and-feel (collectively, the "**Content**"), is protected by copyright, trademark and other such intellectual property laws in Canada, the United States and foreign countries, and is owned or controlled by Lead Bank or by third parties that have licensed their Content to Lead Bank. Unauthorized use of the Content by you may violate copyright, trademark, and other intellectual property laws. Where the Services are configured to enable download of the Services or any Content therein, Lead Bank grants you a limited, revocable, non-exclusive license to download one copy of such Content to a single device for your personal use only, provided that you: (a) maintain all copyright and other proprietary notices contained in the original Content; (b) without prior written permission from Lead Bank in each instance, not sell, manipulate, modify, reproduce, display, publicly perform, distribute, decompile, reverse engineer, disassemble or otherwise use the Content in any way for any public or commercial purpose, or any purpose outside of the ordinary intended purpose for which such Content was provided to you; and (c) do not otherwise use the Content in a manner that is contrary to this Agreement.

The trademarks, logos and service marks (the "**Marks**") displayed on the Services, and which may be included with the Content, are owned by Lead Bank or third-party licensors. Except as expressly contemplated herein, you are prohibited from using such Marks without prior written permission from Lead Bank or such applicable third party in each instance.

For certainty, Lead Bank retains all right, title and interest in and to the Content and the Marks. Your use under limited license of the Content and Marks must strictly comply with the terms of this Agreement.

7. **Fees and Payment Processing**

Access, use and/or download of the Services and certain of its features, tools and/or activities may require payment of a fee ("**Service Fees**"). Service Fees are non-refundable.

We use third party payment processors in order to facilitate Service Fee payments (the "**Payment Processor**"). We disclaim any and all liability that may result from your use of the Payment Processor and make no representation, warranty or guarantee with regards to the Payment Processor or their actions. Your activity on the Payment Processor's sites or applications is governed by such Payment Processors terms and conditions. Any claim and dispute you may have in connection with Service Fees must be solely directed to such applicable Payment Processor, and you hereby release Lead Bank, and its affiliates, and each of their officers, directors, employees and agents, from any and all claims, actions, demands or losses in connection with same.

8. **Disclaimers and Liability Limitation**

YOU AGREE THAT YOU USE THE SERVICES AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWABLE AT LAW, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND ARE **PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS**. WITHOUT LIMITING THE FORGOING, THE

SERVICES ARE PROVIDED WITHOUT IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE CANNOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT DEFECT, ERRORS, INTERRUPTION, OR DOWNTIME. BY USING OUR SERVICES, YOU AGREE THAT LEAD BANK AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AFFILIATES, AND ASSIGNS, ARE NOT LIABLE FOR ANY LOSS, HARM, DAMAGE, COST, OR INJURY SUFFERED (INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) IN CONNECTION WITH YOUR ACCESSING, DOWNLOADING, USING, OR THE INABILITY TO ACCESS, DOWNLOAD OR USE, THE SERVICES. BY ACCESSING, DOWNLOADING OR USING THE SERVICES YOU AGREE THAT LEAD BANK IS NOT RESPONSIBLE OR LIABLE FOR YOUR ACTIONS OR JUDGMENTS IN CONNECTION WITH SAME. LEAD BANK IS NOT RESPONSIBLE OR LIABLE FOR THE ACTIONS OR CONTENT OF OTHER USERS OR THIRD PARTIES.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE CONTENT YOU PROVIDE (DIRECTLY OR INDIRECTLY) WHEN USING THE SERVICES; (B) YOUR USE OF OR YOUR INABILITY TO USE OUR SERVICES; (C) DELAYS OR DISRUPTIONS IN OUR SERVICES; (D) ANY ACTS OR OMISSIONS YOU TAKE IN THE COURSE OF USING THE SERVICES; (E) ANY RELIANCE YOU PLACE ON THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES; OR (F) ANY ACTION TAKEN BY LEAD BANK IN ACCORDANCE WITH THIS AGREEMENT.

MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. WE RESPECT SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IN ANY EVENT, LEAD BANK'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. Release

If you have a dispute with one or more users or third parties, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and otherwise) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.**

10. Indemnity

You agree to defend, indemnify, and hold harmless Lead Bank and its affiliates, and each of their officers, directors, employees and agents, from and against any and all claims, actions, demands or losses, including without limitation reasonable legal and accounting fees, arising from or in any way relating to your breach of or noncompliance with this Agreement. This indemnification obligation will indefinitely survive termination of this Agreement.

11. Reliance

You understand and agree that Lead Bank is making the Services available to you in reliance upon the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein and that the same form an essential basis of the contract between you and us. You agree that the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination of this Agreement.

12. **Copyright Policy**

The look and feel of the Services is copyright ©2017 1129421 B.C. LTD. All rights reserved. Without limitation, you may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Lead Bank.

Lead Bank respects the intellectual property rights of others. If you believe that your Intellectual Property Rights have been infringed, please notify our Designated Agent and we will investigate. To submit a copyright infringement notification, please submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing the below-specified Designated Agent with the following information in writing:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site or application are covered by a single notification, a representative list of such works at that site or application;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow us to locate the material;
- information reasonably sufficient to allow us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid.

Our Designated Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows:

By Email: info@leadbank.ca
By Mail:
DMCA Designated Agent
Attn: Legal Department
1129421 B.C. LTD.
33096 Whidden Avenue
Mission BC V2V 2T2

13. **Service Modifications**

Lead Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Prices of all Services are subject to change upon thirty (30) days' notice from us. Such notice may be provided at any time by posting the changes to the Site or by emailing you directly. Lead Bank will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.

14. **General**

- (a) Entire Agreement. This Agreement, which incorporates the Privacy Policy and any other policy herein referenced, constitute the entire agreement between you and Lead Bank with respect to the subject matter contained herein and there are no other terms, conditions, representations, warranties, or collateral agreements, express or implied.
- (b) Amendments. Lead Bank may amend this Agreement without notice or consent at any time and from time to time by posting the amended terms on the Site thirty (30) days prior to the effective date of such amendments. We may notify you by email of any material amendments. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" reference expressly provided above. Your continued access, downloading or use of our Services constitutes your acceptance of the amended terms. This Agreement may not otherwise be amended except through mutual agreement by you and an Lead Bank representative who intends to amend this Agreement and is duly authorized to agree to such an amendment.
- (c) Force Majeure. Any delay in the performance by Lead Bank of any duties or obligations hereunder will not be considered a breach of this Agreement if such delay is caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving our employees), failures of common carriers (including Internet service providers), or denial of service attacks.
- (d) Assignment. Lead Bank may assign this Agreement, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without Lead Bank's prior written consent in each instance. This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns.
- (e) Non-Waiver. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Waivers will not be effective unless in writing and duly authorized by an officer of Lead Bank.
- (f) Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- (g) Language. This Agreement was written in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (h) Governing Law. This Agreement is governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within the Province of British Columbia, Canada. The foregoing will not limit Lead Bank's right to enforce this Agreement in any other jurisdiction if reasonably necessary or advisable in our sole discretion.
- (i) Trial Waiver. You hereby irrevocably and unconditionally agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to the Services and/or this Agreement.