

## **TERMS & CONDITIONS**

YOU UNDERSTAND THAT BY USING OR ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

### **1. SCOPE AND PRELIMINARY PROVISIONS**

This website is operated by Floria Capital Ltd. Throughout the website, the terms “we”, “us” and “our” refer to Floria Capital Ltd. and its affiliates and subsidiaries (“**Floria**”). By using/visiting our website or any sub-domain, website or mobile application that we own or operate and/or by filling out an application, you engage in our “**Services**” and agree to be bound by the following terms and conditions (“**Terms of Service**”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, customers, merchants, and/or contributors of content. If you do not agree to all the Terms of Service, then you may not access the website or use any Services.

We reserve the right to update, change or replace any part of these Terms of Service at any time without prior notice. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

These Terms of Service only apply to contracts for the loan of money secured by an immovable hypothec, to the exclusion of any other type of credit contract. These Terms of Service are compliant with Canadian legal requirements along with Quebec’s Office de la Protection du Consommateur (OPC).

### **2. USE OF OUR SERVICES**

You are responsible for ensuring that you have legal access to the website or any mobile application and that the materials available on these platforms, or through it, including our Services, are legal in each jurisdiction through which you access or view these platforms or such material. Our Services are strictly reserved for Canadian Citizens or permanent residents of Canada aged 18 years old or older. If you do not meet these requirements, please do not use our Services.

### **3. PERSONAL INFORMATION**

Your submission of personal information for our Services through the website or mobile application is governed by our Privacy Policy, which is an integral part of these Terms of Service and forms part hereof. To view our Privacy Policy please visit our website: <https://floriacapital.com/contact-us>. If any discrepancy between the Terms of Service and our Privacy Policy, the Privacy Policy will prevail.

Floria will ensure that any service providers with whom your personal information, including payment information, is shared is bound to Floria by a confidentiality agreement regarding the treatment of such personal information, which will be at least equivalent to the provisions of our Privacy Policy. Our service providers can transmit and share your

personal information (to us or to other service providers) as reasonably necessary for them to provide and perform the Services you required.

#### **4. ACCOUNT AND PLATFORM**

To use our Services, you must create an account on our website or mobile application and provide all personal and financial required information. You understand that bank transactions are not processed by us, as stated in our Privacy Policy. All transfers of funds will be processed by a third party payments service provider. As such, we take no responsibility for the processing performed by third parties and make no guarantees about the offering or availability of our Services.

Please note that you cannot create multiple accounts on our website. You are only allowed to create one account that is linked to one of your bank accounts.

By using our Services, you will also have access to Floria's Platform where you will have your own profile, access to a dashboard, access to up-to-date information on the status of the loan and a communication portal to retrieve and send communications with us.

#### **5. ELIGIBILITY CRITERIA**

All online loan requests are assessed, and a selection method is conducted to verify and confirm that you meet the set eligibility criteria described on our website. Following this assessment, your loan request will be approved or denied. We use our best efforts to provide you with our decision in a timely manner, but we do not guarantee any specific deadline.

#### **6. CREDIT REPORT VERIFICATION**

All applicants will be subject to a credit report verification. By filling out our application form, you agree and give us consent to verify your credit report. We do not solely rely on your credit history in order to make a decision on your file, however this is one of the criteria we take into account.

#### **7. HOME EQUITY LOAN**

Floria offers only home equity loans. The duration of the loans varies between 60, 72, 96, 120, 180 or 240 months and the loan amounts vary from \$20,000 to \$100,000. The interest rates range from 8.99% percent to 21.99% percent and the components of the interest rate applicable to your loan will be detailed in your loan agreement with Floria. The duration of your loan repayment term and the amount of your loan will depend on the equity in your home, the duration and size of the loan, and your credit history. The loan proceeds can be used for home improvements, bills and expenses, vehicle financing, educational expenses, business, wedding expenses travel expenses, and other reasons if approved by Floria.

No loan is automatically renewed. Unless we invoked a forfeiture of the term or exercised a hypothecary right, we will, at least 21 days before the end of the term of your loan agreement, provide you with a written notice of whether or not we intend to renew your loan agreement. If we offer to renew your loan agreement, it is your obligation to confirm to us if you want your loan to be renewed or not.

## **8. HYPOTHEC**

All loans will be secured by an immovable hypothec with respect to the property or properties to which the home improvement loan(s) will apply. To that effect, Floria is exempted to hold a money lender permit pursuant to the *Consumer Protection Act*.

## **9. FEES AND DEFAULT PAYMENT**

You will be charged a non sufficient funds fee (NSF) for any defaulted payment or refused payment by your bank. Other fees, like monthly servicing fee, may be charged depending on our Services or the provisions of your specific loan agreement entered into with Floria.

In case of default on your loan, your payment plan will be immediately terminated if you failed to remedy the default and different collection methods will be employed to collect your remaining balance.

## **10. RESPONSIBLE COLLECTIONS**

Floria may work with third party collection agencies to help with collections. Defaulted payments according to the arrangement you have made with our collection officer will accrue interest on the outstanding balance. You are responsible for any and all legal expenses from recuperating a past due balance. Floria reserves the right to pursue all outstanding debts to the full extent of applicable law.

## **11. MODIFICATIONS TO THE SERVICE AND PRICES**

Interest rates as well as all other relevant fees for our Services are subject to change without notice. We reserve the right at any time to modify or discontinue our Services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, interest change, suspension or discontinuance of the Services.

## **12. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if the information made available on this website is not accurate, complete or current and will, using commercially reasonable efforts, update our website in a timely manner. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk. We reserve the right to modify the contents of this website at any time without prior notice. You agree that it is your responsibility to monitor changes to our website.

## **13. THIRD PARTIES LINK AND SERVICES**

Certain content, products and services available via our Services may include materials from third parties. Our website may contain links to external websites/resources. Please be aware that we have no control over the business of third parties and assume no responsibility for the services, products, or resources offered by third parties. Third parties links on their website may direct you to other third parties websites that are not affiliated with us. We are not liable for any harm or damages related to the services, resources,

content, or any other transactions made in connection with any third parties websites. Please review carefully the third parties policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third parties products or services should be directed to them.

#### **14. MATERIALS**

If you send comments or feedback, at our request or voluntarily, or any creative ideas, suggestions, proposals, plans, or other materials, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any material you forward to us. We are and shall be under no obligation (i) to maintain any material in confidence; (ii) to pay compensation for any material; or (iii) to respond to any material.

#### **15. PROHIBITED USES**

You are prohibited from using the website/mobile application or its content or our Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Services or of any related websites; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our Services or any related websites.

We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

#### **16. DISCLAIMER**

Floria does not promise that the website or any content, document or feature of the website will be error-free or uninterrupted, or that any defects will be corrected or that your use of the website will provide specific results. The material in this website could include technical inaccuracies, typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, interest rates, promotions, offers, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel applications if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your application). However, the website and its content are delivered on an "as-is" and "as-available" basis without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. Floria cannot ensure that any files, documents or other data you download from the website will be free of viruses or contamination or destructive features. Floria disclaims any and all liability for the acts, omissions and conduct of any third parties in

connection with or related to your use of the website. You assume total responsibility for your use of the website/mobile application and any linked sites.

Under no circumstances should any information on the website be construed as a public offering of securities in any jurisdiction. The contents are provided solely for informational purposes and should not be interpreted as a recommendation or as general or specific financial, legal, tax, investment or professional advice applicable to any user, borrower or lender's specific circumstances. The contents may not be relied upon for investment purposes and we recommend that you consult your own professional advisors regarding use of the website or our Services for any purpose.

## **17. LIMITATION OF LIABILITY**

Except where prohibited by applicable laws, neither Floria, nor its directors, officers, employees, affiliates, investors, creditors, agents, contractors, suppliers, service providers, successors or assigns of each, shall be liable to you 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 Services or any products procured using the Services, or for any other claim related in any way to your use of the Services or any product, 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 Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Unless otherwise expressly set forth in a written agreement with you, Floria maximum liability for all claims arising out of or relating to the website, or its content or Services, shall be limited to the amount you paid to Floria in the 6 months prior to the bringing of any claim. Since some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

In addition, we cannot be held liable in the event where we decide to decline, deactivate, block, suspend or close your application or your account, or take any other measure we deem appropriate, due to the non-respect of the Terms of Services or for any other reason that we deem relevant.

## **18. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Floria and our parent, subsidiaries, affiliates, partners, officers, directors, investors, creditors, agents, contractors, licensors, service providers, subcontractors, suppliers and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

## **19. INTELLECTUAL PROPERTY RIGHTS**

This website shall not be reproduced, in whole or in part, without our prior written consent. Certain names, words, titles, phrases, logos, icons, graphics or designs of the website constitute trade names or trademarks owned by us or licensed to us. Our domain names are our exclusive property and no appropriation of the domain names by hyperlinking,

framing or registering related domain names shall be tolerated. All other material contained on the website is protected by copyright. Any unauthorized downloading, retransmission, copy or modification of the trademarks, images, texts or data contained on the Website may breach federal or provincial statutes and, in particular, all statutes pertaining to trademarks, industrial designs or copyrights, and may expose you to legal proceedings.

Except for the purposes of surfing the Internet and unless indicated otherwise, it is strictly forbidden to copy, redistribute, reproduce, republish, store on any medium, retransmit or modify the information found on the website or make any public or commercial use thereof in any form whatsoever, subject to our prior written approval, which will be subject to any conditions we deem necessary.

## **20. TERMINATION**

These Terms of Service are effective unless and until terminated by either you or us. We may terminate these Terms of Service at any time by notifying you in writing upon 30-days prior notice. However, if you fail to comply with any term or provision of these Terms of Service or any specific documents or policies entered into with Floria, we may terminate these Terms of Service at any time without notice.

For greater certainty, should you enter into a loan agreement or other agreement with us, the terms set forth therein for termination shall govern said document and shall supersede this Section of the Terms of Services.

In the event of a termination, you will remain liable for all amounts due (including interests and applicable fees) up to and including the date of termination; and/or accordingly we may deny your access to our Services (or any part thereof).

## **21. SEVERABILITY**

If any provision of these Terms of Service or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms of Service, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

## **22. WAIVER**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

## **23. ENTIRE AGREEMENT**

These Terms of Service and any policies or operating rules posted by us on this website or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, 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 the Terms of Service). However, it is understood that the terms and conditions of any specific documents signed between Floria and you will prevail on these general Terms of Service.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **24. GOVERNING LAW AND CHOICE OF FORUM**

The website and these Terms of Service will be governed by and construed in accordance with the laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein.

Any action or proceeding arising out of or relating to this website or our Services and under these Terms of Service that are excluded from the Arbitration Provision (as described below) will be instituted in the courts of the District of Montreal, Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

#### **25. DISPUTES AND DISPUTE RESOLUTION**

If a dispute arises between you and Floria or our affiliates, our goal is to resolve the dispute quickly, cost-effectively, and in a friendly manner. Accordingly, you, Floria, and our affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to these Terms of Service, your relationship with Floria, the termination of your relationship with Floria, or the website/mobile application (each, a “**Claim**”) in accordance with this Section (sometimes referred to as the “**Arbitration Provision**”).

- a. Scope of Claims Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to the Terms of Service, any Services, any payments, or monies you claim are due to you from Floria or our affiliates or successors, and claims arising under and all legislated provincial, state or federal claims arising out of or relating to your relationship with Floria or the termination of that relationship. Informal Dispute Resolution

Before serving a demand for arbitration of a Claim, you agree with Floria to first notify each other of the Claim or potential Claim. You agree to notify Floria of the Claim by email to support@floriacapital.com, and Floria agrees to provide to you a notice at your email address on file (in each case, a “**Notice**”). You and Floria then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Floria, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Floria will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s Claim, which, if successful, will avoid the need for further action.

c. Binding Arbitration and Waiver

This Arbitration Provision applies to all users. In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Floria, and our affiliates (if applicable) agree to resolve the Claim by final and binding arbitration before a neutral arbitrator selected by Floria instead of a court.

d. Scope, Place and Rules of Arbitration Agreement

This Arbitration Provision applies to any Claim the parties may have and survives after your relationship with Floria ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to these Terms of Services. This Arbitration Provision is intended to apply to the resolution of any disputes arising out of or in connection with the Terms of Service that otherwise would be resolved in a provincial or federal court of law or before a forum other than arbitration.

Except as otherwise provided herein, arbitration will be conducted in Montreal, Quebec in accordance with the provisions of the *Code of Civil Procedure* (Quebec). Arbitration of disputes brought by a user that allege a violation of a consumer protection statute also will be subject to this Arbitration Provision, and such arbitrations will be conducted in accordance with this agreement, to the extent permitted by law. Any dispute regarding the applicability of a particular set of rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Floria will follow the applicable arbitration rules with respect to arbitration fees. In any arbitration in which an user makes a claim under a consumer protection statute, the user will pay arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted with Floria to make up the difference, if any. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

Notwithstanding any other provision of this agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section unless all parties to that arbitration consent in writing to that amendment.

e. Enforcement and Interpretation

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this agreement, or any other part of the Terms of Service is void or voidable.



In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver below of this Arbitration Provision is deemed to be unenforceable, you and Floria agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

f. Class Action Waiver

Where applicable, both you and Floria agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. Where applicable, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding.

**WARNING**

We warn all applicants to be responsible and careful with loans of any type. The interest rates are greater than traditional banks. By filing an application online, creating an account or using our Services, you make the accompanying statements and warranties that: (a) the information that you have given to us (including on your application) is accurate, correct and complete and (b) you have read these Terms of Services as well as our Privacy Policy and all the provisions of the loan agreement signed with Floria cautiously and that you fully understand all the risks associated with our Services.

**CONTACT**

For more information regarding the Terms, or for any other inquiry or question, you may contact us or our Service Provider by phone, email, by mail or through our Website.

**Floria Capital Ltd.**

By Phone: +1 (647) 715-5300

By Email: [support@floriacapital.com](mailto:support@floriacapital.com)

By Mail: CUB Financial Center, Western Road, Nassau, The Bahamas

Section of the Website: <https://floriacapital.com/contact-us>

**Spectrum: Service Provider in Quebec**

By Phone: (514) 507-2500 ext. 3

By Email: [nfawaz@spectrumconsult.com](mailto:nfawaz@spectrumconsult.com)

By Mail: 2075 boul. Robert Bourassa, Montreal, QC H3A 2L1

Section of the Website: <https://floriacapital.com/contact-us>

*Please note that both English and French versions of these Terms of Service have equal legal value.*