



Updated January 5, 2024

General terms of use

These Terms of Use (“Terms”) constitute a legal agreement and are entered into between you (“you” or “your”), the person accessing and using any affiliated online services offered by Fincertify inc. via electronic means, and Fincertify Inc. doing business as Nyble (“Nyble”, “Company”, “we”, “us”, or “our”).

Acceptance to Terms

These Terms set forth the legally binding Terms and Conditions concerning your use of Nyble’s Website, App, and Platform (the “Website”) at nyble.com as well as Services (as defined below) offered by Nyble either online, via telephone, or via mobile applications owned and operated by Nyble. The Website includes but is not limited to other sites, sub-domains, portals, and digital applications owned and operated by Nyble.

By using the Website, you agree to have read and are indicating your acceptance to be bound by these Terms and Conditions and our Privacy Policy located at nyble.com/privacy, which shall govern your access and use of the Website and Nyble Services. If you do not agree with one or more of these Terms or the Privacy Policy, you must not access or use the Website.

Changes to Terms and Services

We may revise or update these Terms at any time, at our sole discretion. You agree to periodically review these Terms in order to be aware of any such modifications and your continued use shall constitute your acceptance of these modifications.

Nyble Services

Nyble provides a financial technology platform designed to help you save, monitor credit, build credit history, and track your financial health. Services and products available through the Website (the “Services”) include:



- Credit score monitoring for active registered Nyble account holders.
- Consumer credit reports from Equifax and/or TransUnion.
- Credit reporting services through the Nyble no-fee, no-interest line of credit account, whereby your eligible payment history can be reported to the credit bureau.
- Insurance products, including digital identity protection.
- Rewards, whereby redeemable reward points can be earned through increases in credit scores, reducing debt, and partaking in other actions on the Website.
- Offers of third-party financial services and products.

Terms Related to the Services

- You must be at least 18 years old and a resident of Canada to be eligible for our Services.
- You agree to provide accurate and true information in connection with the use of our Services (including up-to-date contact information such as email address, mobile number, and mailing address).
- You are only registering an account for yourself and only one account is eligible per individual. You may not create multiple accounts.
- You must not sell or transfer your account to anyone else and keep your password confidential.
- Access to the Services is subject to eligibility criteria as determined at our sole discretion.
- You are capable of forming a binding contract with Nyble.
- We offer our Services to select provinces and territories and reserve the right to limit the availability of our Services to any geographic area of jurisdiction.

Contact

If you have any questions or complaints about these Terms or the Services, you can contact us:

- By email at support@nyble.com
- Through the Nyble Website or the Nyble app



Terms Regarding Consumer Credit Score and Reports Provided to You

If you register for an account on Nyble's Website, Nyble will obtain and provide you with your credit score from a consumer reporting agency. Nyble will provide your credit score to you at the time of account creation and on a regular basis thereafter as long as you have an account with Nyble.

Credit score and credit reports are provided by Equifax and/or TransUnion for educational purposes and are not intended to provide you with financial advice. We don't review your credit report information and the information provided cannot be interpreted as credit approval. As such we are not liable for any decisions you make based on your credit score or credit report.

Each time you use Nyble to access your credit report, Nyble will share your information with Equifax Canada Co., including your name, address, and date of birth. This information will be used by Equifax Canada Co. to confirm your identity and obtain information from your credit file with Equifax.

Terms Regarding Data Furnished About You to Consumer Reporting Agencies

Nyble provides the ability to report eligible payments to the credit bureau, which in part is designed to assist in establishing a credit history. Such reporting will be subject to guidelines promulgated by or for the credit bureaus for such reporting, and applicable law.

Credit reporting services and line of credit accounts are subject to eligibility requirements and identity verification. Nyble reserves the right to change its eligibility criteria in its sole discretion. Nyble is required to report both on-time and late payments, which may impact a credit bureau's determination of your credit score. Credit scores are independently determined by credit bureaus based on a number of factors, including the status of your non-Nyble accounts. Nyble does not guarantee that your credit score will improve. While Nyble takes all commercially reasonable steps to report data correctly to a consumer reporting agency, Nyble can not guarantee the accuracy of the data on your credit report.



Terms Regarding Insurance Products

All insurance products are subject to the limitations and conditions in the applicable policy or certificate of insurance in force at the time of purchase or enrollment, and applicable legislation. In providing access, recommendations and pricing of insurance products, we are relying on your disclosure to us.

Digital identity protection is provided by CyberScout, a TransUnion brand. To be eligible, you must have enrolled in the applicable Service and have an active Nyble account in good standing. To enroll, customers must register and follow CyberScout's registration requirements.

Terms Regarding Third-Party Financial Services, Products, Sites & Links

This Website contains links to other websites that are not owned or controlled by Nyble, such as partners who provide personal loans, mortgages, insurance, or financial counseling services. You will need to make your own independent judgment regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them. In no event shall any reference to any third party, third party product or service, be construed as an approval or endorsement by Nyble of that third party, third party product or service. Nyble is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any other website(s) does not imply that Nyble endorses or accepts any responsibility for the content or use of such websites, and You hereby release Nyble from all liability and/damages that may arise from Your use of such websites or receipt of services from any such websites.

Terms Regarding Reward Points

By signing up for an account with Nyble, you may enroll in Nyble rewards. To start earning points, you must sign up using a valid email address and phone number. Only one account is available per user and you may not set up multiple accounts. Points may be earned when you refer a new user to Nyble, when you enroll in certain Services, or partake in certain actions on the Website. Nyble points are redeemable via the redemption page. Points are only redeemable for accounts in good standing. Points have no cash or monetary value and cannot be converted into cash. The maximum number of points that can be redeemed in any



calendar month is 200,000 points. Points are not transferable and may not be combined with other promotions. Redemption of points is subject to verification by Nyble. Nyble is not responsible for lost or stolen points. You are responsible for all taxes applicable. Nyble reserves the right to deduct points for inactive accounts. An account is considered inactive if you do not log in to the Nyble Website within a three (3) month period. Nyble may cancel your accumulated points, suspend your benefits, or cancel your account at any time with immediate effect and without written notice, for any reason and at Nyble's discretion. Nyble will have no liability for any failure, delay, or error in crediting points to your account. Nyble reserves the right to change the rewards program at any time.

Terms Regarding Referrals and Promotions

When you invite a friend to Nyble or participate in any other contests helped by Nyble (the "Promotion"), you and your friend will both receive bonuses in the form of redeemable points, enhanced account features, or cash (the "Bonus"). To be eligible, you must already be a Nyble user. Application of the Bonus is subject to the Qualifying Event, which could be when a your referred friend open an Nyble account or any other event as determined by the Promotion ("Qualifying Event"). If qualified, the additional Bonus will be applied 10 business days after the end of the referee 30 day funding period. To be eligible, the referred individual must be eligible for Nyble Services according to the Terms and have not previously registered or created a Nyble account. Bonuses cannot be combined or used in addition to any other Nyble Promotion unless if otherwise stated in the Terms. You assume all risk of injury, illness, disease, death, or any other damage which may arise in connection with your participation in the the Promotion. Nyble reserves the right to amend, withdraw or restrict the Promotion and/or these terms and conditions at any time without notice. If Nyble suspects fraudulent or abusive behaviour, inappropriate, offensive or derogatory language, gaming of the system or a violation of these terms, Nyble reserves the right to remove all promotions from the Nyble account(s) and take any other action it deems appropriate including, but not limited to, removing the Bonus or closing the Nyble account(s).

Terms Related to Payment Terms and Processing

While select Nyble Services are available for free, some features may require a monthly subscription depending on membership type. Each of the Services has its own requirements regarding payments for such Services. You agree to pay the applicable subscription fees as outlined during enrollment for the applicable Services.



Nyble works with a third-party payment processor (“Payment Processor”) to process your subscription payments. You authorize the Payment Processor to charge your debit card, credit card, or other account that you have designated (“Designated Account”). You further authorize the Payment Processor to automatically charge your Designated Account on a monthly basis. You can cancel your subscription at any time. If you cancel a subscription, you may use your subscription until the end of your then-current subscription term. Please note that we may require up to 3 business days to process the cancellation request.

We may from time to time, modify, amend or change the pricing of the Services and its billing procedures. We will notify you of any changes and, if applicable, how to accept those changes. Subject to applicable law, you are deemed to accept the pricing changes by continuing to use the Services after the changes take effect. You have the right to reject the change by notifying us before the price change goes into effect.

Responsibility for Third Party Bank Fees

You, and not Nyble, are responsible for reviewing the terms of your bank account to understand your bank’s overdraft policy and the manner in which your bank posts banking transactions. You acknowledge and agree that you and not Nyble, shall be solely responsible for any fees charged by your bank associated with overdrafts or non-sufficient funds events that occur when the Company debits your bank account for any payments due a payment requested through our Website. This means that you and not Nyble are responsible for any overdraft fees, non-sufficient funds (including finance charges, late fees, or similar charges) that result from your failure to maintain available credit in your bank account that is sufficient to fund all payments that you authorize. The Company shall not, under any circumstances, be liable or responsible for any overdrafts, insufficient funds fees, or other bank fees incurred by you while using the Services.

Electronic Signature Consent

Your Electronic Signature Consent means that any disclosures, communications, or agreements shall have the same meaning in paper form. Your consent herein means that any electronic disclosures, communications, or agreements shall have the same meaning in paper form. By using our Services and clicking checkboxes or buttons such as “Apply”, “Submit”, “Confirm”, “Complete the Transaction”, “Pay”, “I Agree”, or similar buttons or checkboxes indicating your acceptance and authorization, you are providing your electronic signature with the same effect as if your signature had been provided on paper. You are liable for the full amount of all transactions on your account. Subject to applicable law, you



waive all defences you may have that Nyble's Terms and Privacy Policy that was provided to you in electronic form or that other agreements were obtained electronically.

You consent to receive communications electronically including notices, emails, and other communications in connection with your account with us. Nyble may contact you via SMS text message to the mobile telephone number you provided or may provide later to verify your identity. You agree to electronically accept and sign any agreements resulting from any Services you opt in for, and transactions or purchases you make. You may withdraw your consent to receive electronic communications by contacting us. Withdrawing your consent will not affect the enforceability of any Services, contracts, and products already provided or your payment obligations. Nyble reserves the right to deny your application for an account, restrict or deactivate your account.

Termination and Suspension

You may terminate any Nyble product or Service, or this entire agreement at any time by contacting Nyble. Nyble may suspend or terminate your access to the Services or terminate these Terms at any time without notice to you for any or no reason whatsoever. Upon termination, your right to use the Services will cease immediately.

Limitations of Liability and Indemnity

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Nyble, its affiliates, and the irrelative directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms or your use of the Services, other than as expressly authorized in these Terms.

No Warranty

You hereby acknowledge and agree that the Services are provided "as is" without warranty or condition of any kind. Access to, and use of, our Services is at your own risk. Neither Nyble nor any Nyble personnel makes any representation, warranty, or condition about the quality, accuracy, reliability, completeness, currency, timeliness, merchant ability, fitness for a particular purpose, or non-infringement of intellectual property or related rights. Neither Nyble nor any Nyble personnel assumes any responsibility for any errors, omissions, or inaccuracies in the Services. To the fullest extent permitted by law, Nyble and Nyble personnel disclaim all warranties, representations, and conditions of any kind and any and all liability



with respect to the Services whether express, implied or collateral, including, without limitation, implied warranties and conditions of merchant ability, fitness for a particular purpose, and non-infringement of intellectual property and related rights, or that the Services will meet any person's needs or will be available for use at any particular time or will be uninterrupted or error-free.

Intellectual Property Rights

Nyble hereby grants you a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable right and license to (a) access the Website for the purpose of receiving the Services in accordance with these Terms; and (b) access, view, and print any information and documentation made available on the Website, for your personal, non-commercial and informational use only to assist you in the access and use of the Website and the Services. We may terminate this license at any time for any reason whatsoever.

No Reliance on Information

The content on the Website and other information that is displayed or provided to you is provided for general information only. It is not intended to amount to advice, including financial advice, on which you should rely. You should seek professional help before taking, or refraining from, any action on the basis of the content on the Website.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Force Majeure

You agree that we are not liable for a delay or failure in performance of the Services caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, pandemics, power failures, server failures, third party service provider failures or service interruptions.



Language

These Terms and all related documents have been drafted in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.

Governing Law

Any and all disputes arising out of or in connection with the Terms, or in respect of any legal relationship associated with or derived from the Terms, shall be governed by the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any principles of conflicts of law. You hereby consent and agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada in any such action or proceeding and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. We offer our Services to select provinces and territories and reserves the right to limit the availability of our Services to any geographic area of jurisdiction.

Contact

If you have any questions regarding these Terms, please contact us through the Website or by email at support@nyble.com.