



## Nyble Credit Building Line

# Line of Credit Agreement

This constitutes a legal agreement ("Agreement") between you ("Borrower", "you" or "your"), the person granted the use of Nyble's Line of Credit and Fincentify Inc. doing business as Nyble ("Nyble", "Company", "we", "us", or "our").

### Summary of Your Line of Credit

Nyble provides a no-fee and no-interest Line of Credit. The terms of the Line of Credit are described below:

Credit Line Limit	\$250.00	This is your maximum credit limit.
Available Credit	Subject to change	Your available credit limit is subject to change at our sole discretion.
Term	Open	You can repay at any time without penalties.
Annual Interest Rate	0%	Your Line of Credit has no interest.
Annual Percentage Rate (APR)	0%	Your total cost of borrowing.
Non-interest Charges	\$0	There are no late fees, processing fees, or any other non-interest charges.
Minimum Payment	Outstanding balance	The minimum payment is equal to your outstanding balance.
Payment Due Date	31 days following drawdown	The first payment is due on a date that you select within 31 days and can be extended upon request.
Dishonoured Payment Fee	\$15	If a pre-authorized payment is rejected by your bank or financial institution, a Dishonoured Payment Fee of \$15 is applied to cover the cost Nyble incurs.



## **Promise to Pay**

You hereby agree to pay any principal amount you borrow from your Line of Credit. You have no obligation to pay any more than the principal amount borrowed from your Line of Credit. You can extend your due date by contacting support at [support@nyble.com](mailto:support@nyble.com).

## **Default**

Failure to repay a Nyble Line of Credit may automatically make you ineligible for future Line of Credit borrowings. Nyble may report non-payment of outstanding balances to the credit bureau. Non-payment of any outstanding balances owed may negatively impact your credit score.

## **Credit Reporting**

Nyble reports 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. 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.

## **Authorization Agreement ("Authorization") for Pre-Authorized Debit (the "PAD")**

The borrower hereby authorizes the Company, and, if applicable, the financial institution designated herein or such other financial institution that the Company may authorize in writing to collect your Line of Credit repayments by pre-authorized debit ("PAD"), by debit card or by other designated payment methods with the effective authorization date being the date which you opt into the Agreement. You are responsible for the accuracy of your PAD instructions. It is your responsibility to ensure that sufficient funds are available in your account at the time of payment.

If you cancel or revoke our ability to withdraw funds for these purposes while you are still a member, we have the right to deny you further Services.



The PAD instructions shall remain in effect until any contracted amounts are paid in full or until we receive written notification from you of a change to your banking information at least three (3) business days before the next debit is scheduled.

In the event any PAD is not honored, due to non-sufficient funds or any other reason other than revocation of this authorization, you authorize us to re-present the PAD at our discretion and for your financial institution to process such PAD without any pre-notice or any other consent. You hereby waive any requirement for pre-notification of changes in the amounts and/or payment dates of PADs drawn against your account at the financial institution you provide in accordance with this authorization.

You have certain recourse rights if any debit does not comply with these Terms of Service. For example, you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this authorization. To obtain more information about your recourse rights, you can visit [www.payments.ca](http://www.payments.ca).

### **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 the Company, 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 the Company 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.

### **Waiver**

If Nyble fails to insist that you perform any of your obligations under these Terms, or if Nyble does not enforce its rights against you, or if Nyble delays in doing so, that will not mean that Nyble has waived its rights against you and will not mean that you do not have to comply with those obligations. If Nyble does waive a default by you, it will only do so in writing, and that will not mean that Nyble will automatically waive any later default by you.

**Amendments, Modifications, etc.**

This Agreement may not be amended or modified, or any provision hereof waived, except by an agreement in writing executed by both you and Nyble.

**Right of Assignment**

The Borrower consents to Nyble transferring, selling, or assigning this Agreement and the Company's interest in the loan.

**Binding Effect**

This Agreement will be binding upon and enure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors and permitted assigns from time to time, as the case may be.

**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 of Service or your use of the Services, other than as expressly authorized in these Terms of Service.

**Severability**

If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon any determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the fullest extent possible.



## **Language**

These terms and conditions of use 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 reserve the right to limit the availability of our Services to any geographic area of jurisdiction.

## **Acceptance**

By confirming a transaction with Nyble, you electronically accept/sign this Agreement as of the Effective Date and agree to be bound by the terms and conditions set out herein. To review Nyble's electronic signature policy and other information, please see Nyble's Website Terms and Conditions and Privacy Policy.