



Updated February 2024

Membership Terms and Conditions

These Terms and Conditions for Renewal Membership govern your purchase and use of a Nyble Membership, which is a subscription that renews automatically (the “Program”, the “Subscription”, the “Membership” or the “Renewable Membership”) offered by Fincentify Inc. doing business as Nyble (“Nyble”, “Company”, “we”, “us”, or “our”). Participation in the Program is subject to these Terms and Conditions for Renewable Membership and Nyble’s general Terms of Use and Privacy Policy.

How Renewable Memberships Work

You may receive an offer in-app or by email for specific renewable benefits that can be applied to your Nyble account (“Offer”). Each Offer will include important details and terms, such as where and when a Renewable Membership may be used, the benefit(s) conferred by the Renewable Membership (“Membership Benefits”), the cost of the Renewable Membership (“Membership Rate”), and the billing interval (“Billing Cycle”). Please refer to your Offer for details before purchasing the Renewable Membership. When you buy a Renewable Membership you agree to have your debit card, bank account, or any other payment method that you designate charged every Billing Cycle on a recurring basis, you agree to these Renewable Membership Terms, as well as the specific terms of the Offer. Offers are limited and subject to change. By participating in this Program you are agreeing to these Renewable Membership Terms. If you do not agree to these Renewable Membership Terms, do not participate in the Program.

Duration and Frequency of Charges

When you buy a Renewable Membership, you’ll be charged the Membership Rate for your first Billing Cycle on the date of purchase, which activates the Renewable Membership for the term set forth in your Offer. Unless you cancel, you’ll be charged at the Billing Cycle stated in your Renewable Membership Offer based on the initial purchase date on your selected payment method. BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR RENEWABLE MEMBERSHIP WILL AUTOMATICALLY RENEW AT THE BEGINNING OF EACH BILLING CYCLE, AND THE MEMBERSHIP RATE WILL BE AUTOMATICALLY CHARGED TO YOUR SELECTED PAYMENT METHOD. If you do not want your Renewable Membership to automatically renew, you can cancel your subscription at any time.



In addition to your primary method of payment, you may have the opportunity to provide a secondary method of payment. In the event that there is an insufficient balance accessible to complete your Renewable Membership payment for any Billing Cycle for which you have selected as your method of payment, your secondary method of payment will be charged the remaining balance.

Nyble will automatically retry your selected payment method periodically over the course of your billing cycle to help you get back to enjoying the benefits of your membership, and/or may attempt to charge another payment method on your account. Nyble reserves the right to terminate your Renewable Membership with no further charges to you if Nyble is unable to collect payment from you. Nyble and/or its parent, subsidiaries, and/or affiliates are not responsible for any fees charged by your bank including, but not limited to, overdraft fees, insufficient funds fees, interest charges, foreign exchange fees, cross-border fees, and other penalties levied by your bank.

Canceling Your Renewable Membership

You may cancel your Renewable Membership up to 48 hours prior to your next scheduled payment to avoid further charges. To do this, go to the applicable Renewable Membership section in the Nyble App where you purchased your Renewable Membership and select "Manage Membership." Select the option for "End membership," and then confirm you wish to cancel your subscription. If you are less than 48 hours prior to your next scheduled payment, contact support to cancel at support@nyble.com.

If you cancel your Renewable Membership, you will still have access to your Membership Benefits until the end of the current Billing Cycle. Provided however, if you have a free trial and you cancel your Renewable Membership, then your access to your Membership Benefits will end upon cancellation. All payments are non-refundable and non-transferable, and will not be refunded on a pro-rata basis for any cancellation initiated during a Billing Cycle. Please contact support@nyble.com to report any unauthorized charges within 60 days. Nyble is not responsible for overdraft fees that may be incurred.

Free Trial

Nyble and/or third parties on behalf of Nyble may offer some users a free trial or other promotional subscriptions to a Renewable Membership. Such trial or promotional subscriptions are subject to these Renewable Membership Terms except as otherwise stated in your Offer. Only one trial or promotional subscription is available per user. Free trial



eligibility is determined by Nyble at its sole discretion and Nyble may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers.

For some trials or promotional subscriptions, we require you to provide your payment details to start the trial or promotional subscription. BY PROVIDING SUCH DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL SUBSCRIPTION PERIOD, YOUR RENEWABLE MEMBERSHIP WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED THE MEMBERSHIP RATE STATED IN YOUR OFFER AT THE BEGINNING OF EACH BILLING CYCLE UNTIL YOU CANCEL YOUR RENEWABLE MEMBERSHIP. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE TRIAL OR PROMOTIONAL SUBSCRIPTION BEFORE THE END OF THE TRIAL OR PROMOTIONAL SUBSCRIPTION.

Changes to Renewable Memberships

Nyble reserves the right to modify or stop offering Renewable Memberships or change Membership Rates, Membership, or Benefits, at any time in its sole discretion. In the event Nyble increases the Membership Rate of a Renewable Membership, we will provide you with thirty (30) days prior notice via email before such changes take effect. All changes will be effective upon your next Billing Cycle, but if you do not agree with the price change, you have the right to reject the new Membership Rate and may avoid these charges by canceling your Renewable Membership.

Nyble may terminate your Renewable Membership at our discretion without notice. If that happens, Nyble will give you a pro-rated refund based on charges already applied to your current billing period. We will not give any refund for termination related to conduct that we determine, in our sole discretion, violates these Renewable Membership Terms, or any applicable law, or involves fraud or misuse of the Renewable Membership.

Changes to Renewable Membership Terms

Nyble reserves the right to modify these Renewable Membership Terms. If we make material changes to the Renewable Membership Terms while you have an active Renewable Membership, we will notify you either in the Renewable Membership section of the applicable Nyble App and/or via email. Your continued use of a Renewable Membership constitutes your acceptance of the revised Renewable Membership Terms. If you are not willing to agree to the revisions, you may cancel your Renewable Membership.



Right of Assignment

Nyble's rights and obligations under the Program may be assigned or transferred by Nyble to any other related or unrelated entity at any time, and performances shall be the responsibility of that entity.

Interpretation of Renewable Membership Terms

All interpretations of these Renewable Membership Terms will be at Nyble's sole discretion and Nyble's decisions will be final.

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

You hereby authorize 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 Renewable Membership payments by pre-authorized debit ("PAD"), by debit card or by credit card 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.



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.

Disclaimer

The Program and/or any of its features may be unavailable, inaccurate or interrupted from time to time for a variety of reasons. We are not responsible for any unavailability, interruptions or errors of the Program or its features. Nyble may from time to time request information from you to confirm your identity before renewing your Renewable Membership. Nyble may delay your access to your Renewable Membership until you comply with this information request. The Program and all the information accessible through it are provided for information purposes only on an "as is" and "as available" basis. We, our information providers, and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Program, the information, materials, content, availability, and products. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

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.



Contact Us

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