

FFUN TERMS OF USE

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These Terms of Use (the “**Terms**”) govern your access to and use of the website platform and associated features, applications, and services (collectively, the “**Platform**”) published, owned, licensed and operated by FFUN (“**the Company**”, “**we**”, “**us**”, and “**our**”).

In these Terms, you are referred to as “**you**”, “**your**”, or “**yours**”). By accessing, browsing, submitting information to and/or using the Platform or Services (as defined below), you agree that you have read, understand, and agree to be bound by these Terms. You further agree to use the Platform and Services only for lawful purposes and to comply with all rules governing any transactions on and through the Platform. You may not use the Platform or Services if you do not agree to these Terms.

1. Purpose of the Platform

The Platform allows users to browse and search for vehicles, schedule and conduct test drives, apply for financing, and complete a purchase transaction, along with related services as further described in Section 2 (the “**Services**”).

The Platform may be accessed without registration, however in order to fully access and use the Services you must be a registered user.

2. Services

- (a) *Vehicle Information.* Vehicle information is provided for informational and marketing purposes and to enable communication between you and the Company with respect to the Services. All features, specifications, products and prices of vehicles are subject to change at any time without notice. Further, vehicle information on the Platform is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to the Services. Any reliance you place on such information is strictly at your own risk. While we work diligently to keep information up to date and current, we do not warrant the accuracy, completeness, or usefulness of any information at any particular time.
- (b) *Vehicle Inventory.* The inclusion of certain vehicles on the Platform does not imply or warrant that these vehicles will be available over at any particular time. We reserve the right to limit quantities of vehicles available for sale or sold.
- (c) *Test Drives.* You may use the Platform to schedule a test drive for a FFUN vehicle. Upon confirmation of the test drive appointment, a FFUN associate will meet you at the scheduled time and location. You must have a valid driver’s license in order to schedule a vehicle test drive. By scheduling a test drive through the Platform, you represent and warrant that you are licensed to drive in your jurisdiction of residence.
- (d) *Financing.* You have the option of applying for vehicle purchase financing on the Platform through our affiliate CreditMaxx Financing Ltd. You understand that credit limit and payment terms requested in relation to a vehicle financing are contingent upon credit approval and accordingly if you decide to submit a financing application through the Platform, you consent to us acquiring a credit bureau report in connection with your application. In relation to any such financing application, you represent and warrant to us that you are the legal age of majority in your province

or territory of residence, and you are applying on behalf of yourself as an individual. We may, in our sole discretion, place restrictions or conditions on the submission of financing applications through the Platform and we may add, remove, or change any of these restrictions or conditions from time to time at our discretion. Financing applications submitted through the Platform will be processed by CreditMaxx Financing Ltd in accordance with its standard financing terms and conditions. Note: We will honour the terms of your pre-qualification only if we can verify that the information you provided is accurate.

- (e) *Vehicle Purchases.* Advertisements of vehicles for sale on the Platform are invitations to you to make offers to purchase such vehicles and are not offers to sell. A properly completed and submitted bill of sale constitutes your offer to purchase any vehicle. An offer is deemed to be accepted once the bill of sale is signed by us. All aspects of the transaction will be completed through the Platform. You agree that the vehicle purchase documentation, including bill of sale, shall govern any vehicle purchase and/or trade-in. By purchasing a vehicle from the Company you agree to comply with all applicable laws and regulations in respect of vehicle purchases in your jurisdiction, including any licensing and/or insurance requirements.
- (f) *Assessing Trade-In Values.* In connection with a purchase transaction, the Company may accept your vehicle trade-in. The Company will use your location as one factor in determining the trade-in vehicle value based on the local market. The trade-in process will be at the Company's sole discretion and all aspects of the transaction will be completed through the Platform.
- (g) *Extended Warranty and Insurance.* In connection with a purchase transaction, we may offer extended warranties, insurance, and/or other services as add-ons available for purchase for your vehicle. Details of such services and the applicable rates will be provided at the time of purchase.

3. Authorized Use of the Platform

The Company grants you a limited and non-exclusive license to access and use the Platform, as well as any data, material, content or information on the Platform (collectively, the “**Content**”) solely for your individual use. Your right to access and use the Platform shall be limited to non-commercial purposes only.

You acknowledge that the Company may impose certain limitations on your use of the Platform or Services, including but not limited to imposing charges for certain features of the Services, limiting the number of test drives you may schedule and/or restricting the number of financing applications (including pre-qualifications and credit applications) that can be submitted by you. You agree to use the Platform and Services only for the purposes as permitted by these Terms.

4. User Account Registration and Responsibility

- (a) You may be required to set up an account/profile to access, visit and/or use certain portions of the Platform or Services, or the Platform and Services as a whole, in which case you may be provided, or required to choose, a password and/or user ID, and you may provide your name, telephone number(s), email and/or street address, and other personally identifiable information as well as non-personally identifiable information such as your age and gender (the “**Registration Information**”). The collection and use of Registration Information is governed by our Privacy Policy.
- (b) You agree, represent, warrant, and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Platform. If any

of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Platform or by contacting us at the address provided below.

- (c) If you are given or create a user ID, password or other credential to access any part of the Platform, you are responsible for maintaining the confidentiality of your account and your password, and are prohibited from sharing your account information, including account passwords with any other individual or entity. You are responsible for all your account activities, including but not limited to use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which your account/profile resides or is accessible. Further, you acknowledge and agree that we may, and you specifically authorize us to, process all transactions, including without limitation purchases that are initiated by use of your Registration Information. You agree to notify the Company immediately in the event that you become aware of any unauthorized use of your account or suspicious activity. The Company is not responsible for any loss that you may incur because of any unauthorized account use.
- (d) We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or user ID that has been provided to you or other Registration Information, or otherwise change the access means or methods for portions of the Platform or Services, or for the Platform or Services as a whole.

5. Prohibited Uses

By using the Platform, you agree that you will not:

- (a) use the Platform or Services for any purposes other than those authorized by the Company, or in violation of any Company agreement with you;
- (b) attempt to gain unauthorized access to any account, computer systems or networks associated with the Company or Platform;
- (c) obtain or attempt to obtain any materials or information by any means not intentionally made available or provided by the Company;
- (d) use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use;
- (e) use any robot, spider, or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any Content;
- (f) introduce any viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots or other malicious material;
- (g) attack the Platform in any way, including a denial-of-service attack; or
- (h) impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity.

6. Third-Party Sites and Applications

The Platform may contain links to websites controlled or operated by third parties other than the Company (“**Linked Sites**”) or may allow access to software applications owned and operated by third parties (“**Third-Party Applications**”). The Company is providing such links and access only as convenience and is not necessarily endorsing the Linked Sites, the Third-Party Applications or the provider of either. As the Company has no control over such Linked Sites or Third-Party Application, nor their respective content, the Company disclaims any representation, warranty, or guaranty regarding the Third-Party Applications or Linked Sites. You should exercise caution when accessing any Linked Site or Third-Party Application. Your use of Linked Sites and Third-Party Applications will be subject to the terms of use and privacy policies posted on the Linked Site or Third-Party Application, as applicable, and accordingly the Company reminds you of the importance of reviewing any applicable privacy policies and terms of use prior to using either or sharing your information.

7. Intellectual Property Notices

The Platform and Content are protected by copyrights, trademarks, or are subject to other proprietary rights held by the Company and other third parties that have licensed the Company to provide such content on the Platform (“**Third-Party Licensors**”). You may not use Content in any manner other than those expressly granted to you in these Terms or other agreements with the Company. The Platform and Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company, Third-Party Licensor or other applicable owner.

8. Privacy

By agreeing to these Terms, you are also agreeing to the Company’s Privacy Policy. The Privacy Policy should be reviewed prior to accessing and using the Platform or Services, as it contains authorizations and consents for the Company’s use and protection of your personal information and information relating to your electronic device(s) used to access the Platform.

9. Your Content

Any Content you create or own or to which you have a license and use on the Platform is “Your Content”. In sharing Your Content on the Platform, you warrant and represent you have the legal right to use Your Content and grant the Company a perpetual, irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any Services as described in these Terms and in any posted policies on the Platform. Notwithstanding the foregoing, use by the Company of any of Your Content that includes personal information shall be subject to the terms of our Privacy Policy.

Further, if you provide us with any suggestions, comments, or other feedback relating to any aspect of the Platform or the Services (“Feedback”), you hereby agree that the Company may freely use such Feedback with respect to its Platform and Services and that you are not entitled to receive any compensation of any kind from the Company in respect of use of your Feedback.

10. Canada Only

The Company is located in the Province of British Columbia, Canada. The Company provides the Platform or Services for use by persons located in Canada only. We make no claims that the Platform or Services or any information or contents are accessible, appropriate or legal outside of Canada. If you choose to access the Platform or Services from outside Canada, you do so on your own initiative and are responsible for

compliance with applicable local, national, or international laws. You must be aware of the laws of your country or that otherwise apply to you in relation to any of the matters described in these Terms. You may not use, export, or re-export the Content or any copy or adaptation in violation of any applicable laws or regulations, including export laws and regulations of Canada in force from time to time.

11. Disclaimer

ALL INFORMATION OR SERVICES PROVIDED BY THE COMPANY TO YOU VIA THE PLATFORM OR SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED “AS IS” AND “WHERE IS” AND WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, TIMELINESS, SECURITY OR AVAILABILITY OF THE PLATFORM, SERVICES, OR ANY CONTENT POSTED OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM OR SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE PLATFORM AND SERVICES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE PLATFORM WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. THE COMPANY FURTHER MAKES NO WARRANTY THAT THE PLATFORM WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM OR SERVICES IS AT YOUR SOLE RISK AND THAT THE COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE PLATFORM, SERVICES OR YOUR USE THEREOF. UNLESS OTHERWISE AGREED IN WRITING BETWEEN YOU AND THE COMPANY, YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE PLATFORM OR SERVICES OR THE CONTENT IS TO CEASE YOUR USE OF THE PLATFORM AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Further, you agree that driving a vehicle involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to you or others people, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. YOU AGREE THAT SUCH RISKS, DANGERS, AND HAZARDS ARE YOUR SOLE RESPONSIBILITY AND YOU WILL BE LIABLE FOR ALL RESULTING INJURIES, DAMAGES, CLAIMS AND ANY RELATED COSTS. IF YOU TEST DRIVE A COMPANY VEHICLE, YOU ASSUME ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE TO ANY THIRD PARTY OR PROPERTY.

12. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS AFFILIATES OR ANY OF ITS THIRD-PARTY LICENSORS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE PLATFORM, SERVICES, CONTENT OR INFORMATION ACCESSED VIA THE PLATFORM OR ANY LINKED SITE OR THIRD-PARTY APPLICATION, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE PLATFORM OR SERVICES, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnity

You agree to defend, indemnify and hold harmless the Company and its affiliates, licensors, licensees and any service providers, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Platform or Services, including, but not limited to, any use of the Platform or Services or any other services or products other than as expressly authorized in these Terms; and (c) your negligence or willful misconduct, including during a test drive. This obligation shall survive the termination of these Terms and/or your use of the Platform and Services.

14. Termination and Restriction of Access

You may terminate your account and/or stop using the Platform or Services at any time. On termination, you will lose all access to the Platform and Services, including your account.

In its sole discretion, the Company may terminate or suspend your access to the Platform or Services for breach of these Terms. The Company shall not be liable for any losses or damages arising from any such termination of your access.

15. Governing Law & Jurisdiction

These Terms are governed by the laws of the Province of British Columbia, Canada and you hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Vancouver, British Columbia, Canada, in all disputes arising out of or relating to the use of the Platform or Services.

16. Changes to these Terms of Use

The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be posted in the "Last Revised" field at the top of these Terms. Your continued use of the Platform or Services after the posting of any changes to these Terms shall constitute your consent to such change(s).

17. General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company because of these Terms or use of the Platform or Services. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, completely, or in part, at any time. If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

18. Company Contact Information

Please direct questions or concerns regarding these Terms to the Company at: yourfriends@ffun.com