

# AUTO LOAN SPECIALIST TERMS OF USE

(Last Updated June 29<sup>th</sup>, 2022)

## PLEASE READ CAREFULLY

### 1. Welcome to the website

Please carefully read these Terms of Service ("Terms and conditions") thoroughly. The Agreement contain herein, applies to the following websites owned and operated by CDN Online Auto Finance LTD, (referred to as, "we", "our", or "us") with business address, 55 Colwell Road, Nanaimo, BC, V9X 1E4, our services can be accessible at [www.autoloanspecialist.ca](http://www.autoloanspecialist.ca)

The terms are a legal contract between you ('users' Client' Dealership partners ') and Auto Loan Specialist. By accepting electronically (for example, clicking "I Agree"), accessing, applying or requesting for any of the Services, provided herein, you agree to these terms. If you do not accept the terms described herein, then you should stop using the site immediately.

### 2. Definitions

"Company" or "Auto Loan Specialist" or "We" shall mean [www.autoloanspecialist.ca](http://www.autoloanspecialist.ca) and/or any of its affiliates, individually and collectively, doing business as Auto Loan Specialist or otherwise.

"Company Parties" shall mean the Auto Loan Specialist, Dealership partners, affiliates and CDN Online Auto Finance LTD, and any of their directors, employees, agents, attorneys, third-party content providers, distributors, licensees or licensors.

"Service" shall mean any of the services or services or other services offered in the site, including those described in this Agreement, whether through the website owned or controlled by us, or otherwise.

"Sites" shall mean any of the sites owned or operated by us including the [www.autoloanspecialist.ca](http://www.autoloanspecialist.ca) site.

"Content" shall mean each and every material or information or other content (whether Services, images, links, audio, videos, or files) provided by Auto Loan Specialist or otherwise integrated into the Sites by us.

“Users” shall mean Clients, who access, and use the site.

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### **3. Service Overview**

We provide a service where clients can research and get access to various Auto Loan offers and related products. We are not an Auto Loan company. We only connect clients to reliable Auto Loan offerings and related products offered by third parties.

At Auto Loan Specialists, we are committed to assist you access auto loans offerings to enable you purchase both new and used motor vehicles (“vehicles”) by connecting you to third-party providers, (the “Services”). Our goal is to find you an affordable auto loan within your financial budget and application.

### **4. Some Products are not Available in your Jurisdiction**

Some products or services, if any, provided on the site are for informational purposes only and are subject to change. Some products may not be available in all jurisdictions. Anyone interested in a particular product should contact our representative to determine whether the product is available in their jurisdiction and to request a copy of the applicable policy or other plan documents for a complete description of the product.

### **5. Auto Loan Applications**

Our service enables users to apply for an Auto Loan application regardless of their current credit situation. We offer the best pricing and interest rate, and only show you vehicles that are within your budget. To get started, you will have to use the apply now option on our website, and we

will ask you some questions to evaluate your eligibility and compare your request with one of our dealer partners.

## **6. Discrimination is Against the Law**

We comply with all applicable Federal civil rights laws and does not discriminate on the basis of race, disability, color, age, national origin, or sex. We do not exclude people or treat them differently because of these social differences and expect all Dealership partners to do the same.

If you believe that we have failed to provide these services or an Auto Specialist discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to: [info@autoloanspecialist.ca](mailto:info@autoloanspecialist.ca)

## **7. Interactions with Others**

We and our representatives are not parties to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, person or organization ("your interactions with others"). You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, and research or due diligence with respect to your interactions with others.

## **8. Copyrights And Use Of Site Content**

The copyright in all materials, features and functionality on the Site, including text, graphics, videos, audio recordings, services, algorithms, artwork, interfaces, photographs, logos, icons, and images and the selection and arrangement thereof along with any enhancements to or derivative works thereto (collectively, "Content"), is our exclusive property or its licensors and is protected by Canada and international laws. None of the Content shall be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Auto Loan Specialist or the copyright owner in each instance. You shall not "mirror" or "frame" any Content or the Site itself, in whole or in part, without our express written permission. Any unauthorized use of the Content may violate

copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All rights not expressly granted are hereby reserved. You shall be solely responsible for ensuring that any information or Content obtained from the Site does not contain any virus or other computer services code or subroutine designed to disable, erase, impair or otherwise damage your systems, services, data or operations.

## **9. Intellectual Property Rights**

You acknowledge that the Services may contain features or contents (“Services Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Auto Loan Specialist retain all right, title and interest in and to the Services, including the technology and website used to provide the Services. If you violate these Terms, you may be breaking the law, including by violating our intellectual property rights. We may actively protect our intellectual property rights in the event you violate these Terms (including by seeking injunctive relief). In addition, you agree not to modify, create derivative works of, decompile, or otherwise attempt to extract source code from the Services.

Any use of the Services other than as specifically authorized herein is strictly prohibited.

## **10. The Digital Millennium Copyright Act**

We reserve the right, but not the obligation, to terminate your access to the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. We and the service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. We have implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Please contact our designated agent to receive notification of claimed infringement at [info@autoloanspecialist.ca](mailto:info@autoloanspecialist.ca)

## **11. Limitations on the Services**

Your continuous use of this site means you accept that nothing on this site implies we endorse any product or services. Rather, we provide competent auto loan specialists that can help advise which products and services are well suited for your budget and financial capacity. You accept

that the site and information is provided for general purposes only. Information should not be relied upon, as it is provided for you to select the product or service that you feel is most appropriate to meet your needs. You should always check the adequacy, suitability, and appropriateness of the product or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product or service. If you are in any doubt as to the suitability, adequacy or appropriateness of any product or service referred to on this website, we suggest that you seek independent professional advice before you obtain any product or service via this website.

## **12. Disclaimer from Damages**

All material including any link to other sites and content found at linked sites is provided "as is" and without any express or implied warranties including warranties of merchantability or fitness for a particular purpose. Due to the nature of the Internet, we do not warrant that access to the Service will be uninterrupted or error free. We do not warrant or make any representations regarding the usefulness of or the expected results of the material contained on the Service. Note that some jurisdictions may not allow the exclusion of implied warranties so some of the above exclusions may not apply to you. Please check your local laws for any such restrictions.

## **13. Specific Terms for Client**

As a user on the site, you consent to the following conditions:

- You accept all of the conditions including our privacy policy described on the site when you use the services;
- You will abide by all guidelines with respect to any services you purchase;
- You will only use the Services, for personal and informational use only;

We reserve the legal right to terminate your access at any time, should you violate any of the terms described herein.

## **14. Indemnification**

By agreeing to these Terms, you agree to defend, indemnify, and hold us, including its affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders, harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Site and/or participation in the Services, including but not limited to: (1) your breach of these Terms; (2) your violation of any law or the rights of a third party as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the site or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities in connection with the Site and Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

### **15. Our Defense**

No user has actual or apparent authority to sign agreements on behalf of us or bind us into a contract. You hereby agree to promptly defend against any losses, claims, damages, liabilities or expenses connected with the Site and/or the Services, but will not settle without consulting us and obtaining its prior written consent. You will allow Auto Loan Specialist to participate, through separate counsel, in the defense of any such loss, claim or other action.

### **16. No Employment Relationship**

Job Applicants expressly agree that this is not an employment agreement and does not create an employment relationship between any job applicant and us; and that no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. Job applicants have no authority to bind us, and you undertake not to hold yourself out as an employee, agent or our authorized representative.

### **17. Changes to the Terms**

In the future we may decide to remove or add some clauses or terms to this agreement. You consent to any changes incorporated into these terms.

### **18. Your Liability to Us**

You agree to indemnify and waive us from and against all liabilities, claims, loss of profits, damages, or other impaired losses, incurred by you out of the use of the service.

### **19. Children Privacy**

We respect every child's privacy, and we are obligated by the Directives of the Children Online Privacy Protections Acts (COPPA). We will never and do not collect, process, or disclose children's personal data under the age of 18 without prior parental consent, nor do we provide services to children under 18 years of age.

### **20. No Reliance**

You should not solely rely on the material, but should instead seek other opinions before taking or failing to take any action which could lead to injury, harm, death, or damage of any kind.

### **21. Safeguarding of Information**

We are committed to protect every user data from misuse, loss, and unauthorized access. However, no system for safeguarding personal or other information is 100% secure.

We have taken a number of steps to safeguard the security of personal information obtained through the Site. For example, our employees are trained to understand the importance of confidentiality and are required to adhere to our privacy policies and procedures. We employ numerous practices to protect against the disclosure of information for purposes unrelated to the performance of our service functions or to individuals other than those who must use it in the course of their work activities. These practices include the use of password protection of computer files, email and voice-mail, video surveillance, and other physical, electronic, and procedural safeguard.

### **22. Jurisdiction**

The website, services shall be governed and construed in all respects by the laws of the Province of Ontario. You undertake that any dispute or claim you may have regarding the Services must and will be resolved by arbitration.

### **23. Copyright License**

Copyright © 2022(S) Auto Loan Specialist website. Subject to these terms together with [www.autoloanspecialist.ca](http://www.autoloanspecialist.ca) own and control all the copyright and intellectual property rights on the website, are well reserved.

### **24. Support**

If you have any complaints or questions regarding our TOS, Please send us a message at [info@autoloanspecialist.ca](mailto:info@autoloanspecialist.ca)