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## Oaken's Terms Of Use – Flinks

Your use of bank account verification enabled by Flinks API ("Flinks Service") within Oaken Digital is subject to the following terms:

### **Third party accounts.**

By using Oaken Digital and the Flinks Service, you authorize Home Bank, doing business as Oaken Financial, and its affiliates (altogether "Oaken") and Flinks Technology Inc. ("Flinks") to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you.

### **Power of attorney.**

For all purposes hereof, you hereby grant Oaken and Flinks a limited power of attorney, and you hereby appoint Oaken and Flinks as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, only as required to provide you the Flinks Service. You acknowledge and agree that when Oaken or Flinks accesses and retrieves information from third party sites, Oaken and Flinks are acting as your agent. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You.

### **No endorsement.**

**You understand and agree that the Flinks Service is not endorsed or sponsored by any third-party account providers accessible through the Flinks Service.**

### **Proprietary rights.**

You may not copy, reproduce, distribute, or create derivative works from Oaken Digital or its information, data, or other materials. Further, you agree not to reverse engineer or reverse compile any of the Flinks Service technology.

### **Content you provide.**

You are licensing to Oaken and Flinks, any data, passwords, or other information (collectively, "Content") you provide through or to the Flinks Service. Oaken and Flinks may use, modify, display, distribute and create new material using such Content only to provide the Flinks Service to you. By submitting Content, you agree that you, or the owner of such Content has expressly agreed that Oaken and Flinks may use the Content for the purposes set out above.

### **Privacy.**

Oaken will collect Content through the Flinks Service and limit the use of such content to the set up and maintenance of your account with Oaken. The handling of any Content by Oaken will be in keeping with Home Trust Company Privacy Code available on [www.hometrusted.ca](http://www.hometrusted.ca). Flinks does not retain personally identifiable Content for their own use, and the use of non-personally identifiable Content is limited to product improvement and statistical analysis.



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### **Disclaimer of warranties.**

You expressly understand and agree that:

(a) Your use of the Flinks Service is at your sole risk. The Flinks Service is provided on an "as is" and "as available" basis.

**(b) Oaken and Flinks expressly disclaim all warranties of any kind as to the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

(c) Oaken and Flinks make no warranty that (a) the Flinks Service will meet your requirements, (b) the Flinks Service will be uninterrupted, timely, or error-free, (c) the quality of any products, services, information, or other material purchased or obtained by you through the Flinks Service will meet your expectations, or (d) any errors in the technology will be corrected.

### **Limitation of liability.**

You agree that neither Oaken nor Flinks nor any of their affiliates, account providers or any of their affiliates will be liable for any harm, resulting from: (a) the use or the inability to use the Flinks Service; (b) the cost of getting substitute goods and services, (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Flinks Service; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of anyone on the Flinks Service; (f) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (g) any other matter relating to the Flinks Service.

### **Indemnification.**

You agree to protect and fully compensate Oaken and Flinks and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Flinks Service in violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property rights of a third party.

### **Flinks.**

You agree that Flinks is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Flinks were a party to this Agreement.

### **Oaken Digital terms of use.**

These terms of use supplement the terms applicable to you as a result of your use of Oaken's Digital (available at: [oaken.com/legal](https://oaken.com/legal)).