

PLEASE CAREFULLY READ THESE GENERAL TERMS OF SERVICE BEFORE REGISTERING FOR A MIDPOINT AUTO+ COMPANY ACCOUNT OR APPLYING OR SUBMITTING AN ORDER FOR A MIDPOINT AUTO+ COMPANY PRODUCT OR SERVICE. THESE TERMS AND CONDITIONS ARE A BINDING CONTRACT THAT GOVERNS USE OF A MIDPOINT AUTO+ COMPANY'S PRODUCTS AND SERVICES, EXEMPTS MIDPOINT AUTO+ COMPANIES AND OTHER PERSONS FROM LIABILITY, SPECIFIES THE JURISDICTION FOR THE RESOLUTION OF DISPUTES AND CONTAINS OTHER IMPORTANT PROVISIONS.

BY REGISTERING FOR A MIDPOINT AUTO+ COMPANY ACCOUNT OR APPLYING OR SUBMITTING AN ORDER FOR A MIDPOINT AUTO+ COMPANY PRODUCT OR SERVICE, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE GENERAL TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE GENERAL TERMS OF SERVICE, THEN YOU MAY NOT REGISTER FOR A MIDPOINT AUTO+ COMPANY ACCOUNT OR APPLY OR SUBMIT AN ORDER FOR A MIDPOINT AUTO+ COMPANY PRODUCT OR SERVICE.

1. Your Acceptance of these Terms

MIDPOINT AUTO Ltd. ("MIDPOINT AUTO+"), its parent company, Midpoint Alliance Inc. operate various websites (including www.midpointalliance.ca) (each a "**Website**") that advertise or accept orders for various products and services, such as vehicles, assistance finding a car dealer or a lender, extended vehicle warranties, insurance, credit cards, personal loans, other financial products and services and memberships in designated programs (collectively "**Products and Services**" and each a "Product" or "Service", as applicable) provided by MIDPOINT AUTO+ or one of its corporate affiliates (MIDPOINT AUTO+, its corporate affiliates, and Midpoint Alliance Inc. are collectively, the "**MIDPOINT AUTO+ Companies**", and each a "**MIDPOINT AUTO+ Company**").

2. Other Agreements

Your use of each Website is subject to the applicable Website Terms of Use that are available on the Website. Each Product or Service may be subject to additional terms and conditions or applicable rules (collectively the "**Additional Terms and Conditions**"), which are available on the applicable Website or may be presented when you apply for or order the Product or Service. If there is a conflict or inconsistency between these Terms and any Website Terms of Use, then the Website Terms of Use will take priority and govern regarding the Website to which they apply and these Terms will take priority and govern regarding all other matters. If there is a conflict or inconsistency between these Terms and any Additional Terms and Conditions, then the Additional Terms and Conditions will take priority and govern regarding the specific Product or Service to which they apply, and these Terms will take priority and govern regarding all other matters.

3. Changes to these Terms

A MIDPOINT AUTO+ Company in its discretion may change these Terms at any time and from time to time, without any prior notice, by posting the changed Terms on the applicable Website. The changed Terms are effective immediately on posting on the applicable Website, unless the changed Terms expressly state otherwise. It is your responsibility to check the "Last Updated" date at the top of these Terms and review any changes since the previous version. You may not change these Terms in any manner.

By submitting an application or order for a Product or Service, or continuing to use your MIDPOINT AUTO+ Company account, after these Terms have been changed by a MIDPOINT AUTO+ Company, you signify your unconditional acceptance and agreement to be bound by the changed Terms.

4. Permitted Customers

Products and Services may be ordered and used only by individuals (natural persons) who are located in Canada, are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they live and are capable of forming a binding contract under applicable law. Products and Services may not be ordered or used by individuals who are located outside Canada.

You may not apply to register for an Account or submit an application or order for a Product or Service if you are not eligible to use the Product or Service as set out above, if you are prohibited by applicable law from using the Product or Service, if you do not accept and agree to these Terms and all applicable Additional Terms and Conditions, if you have breached these Terms or any applicable Additional Terms and Conditions or if a MIDPOINT AUTO+ Company has prohibited you from applying for or ordering Products and Services.

Notwithstanding the foregoing or any other provision of these Terms, each MIDPOINT AUTO+ Company reserves the right in its discretion and for its sole convenience to refuse to accept applications or orders for Products or Services from you or any other person.

5. Permitted Use of Products and Services

You may use Products and Services for your own lawful, personal use for non-commercial purposes only and subject to these Terms, all applicable Additional Terms and Conditions and all applicable laws. Use of a Product or Service for any other purpose or in any other manner is strictly prohibited.

6. Accurate Information

MIDPOINT AUTO+ Company will rely on the information that you provide. The MIDPOINT AUTO+ Companies are not obligated to verify the truth, accuracy, currency or completeness of any information you provide, but each MIDPOINT AUTO+ Company may do so in its discretion, and you hereby consent to each MIDPOINT AUTO+ Company making reasonable inquiries and investigations that it considers appropriate to verify the information you provide.

You are and will remain solely responsible and liable for all loss, damage and liability (including additional costs) that you, any MIDPOINT AUTO+ Company or any other person may incur as a result of your submission of any false, incorrect or incomplete information, your failure to promptly update your information if it changes, or any other breach of your obligations.

7. Personal Information Privacy, Credit Reports and Bank Information

By applying or submitting an order for a Product or Service, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of the MIDPOINT AUTO+ Companies as explained in the MIDPOINT AUTO+ Group Privacy Policy (online: <https://midpointauto.ca/privacy-policy>), as revised from time to time, and as otherwise permitted by applicable law.

When you apply or submit an order for certain Products or Services (such as for a vehicle or assistance finding a car dealer or a lender) provided by a MIDPOINT AUTO+ Company, the MIDPOINT AUTO+ Company may obtain, and continue to periodically obtain, your credit score and related information from a credit reporting agency to process or fulfill the transaction, and to update your confidential profile for use by all MIDPOINT AUTO+ Companies for purposes as set out in the MIDPOINT AUTO+ Group Privacy Policy. When you use the bank account verification system ("Bank Verification System") from within a MIDPOINT AUTO+ Company's website, the MIDPOINT AUTO+ Company may, in accordance with these General Terms of Service and the MIDPOINT AUTO+ Group Privacy Policy, retrieve your bank account information, including your transaction history (but not your bank account log-in credentials) for purposes as

set out in the MIDPOINT AUTO+ Group Privacy Policy. The MIDPOINT AUTO+ Company may use the Bank Verification System to periodically obtain your updated bank account information in order to update your confidential profile for use by all MIDPOINT AUTO+ Companies for purposes as set out in the MIDPOINT AUTO+ Group Privacy Policy.

If a MIDPOINT AUTO+ Company refers you to an independent business (e.g. a car dealer, lender or credit card company) for a proposed transaction (e.g. a vehicle purchase, loan or credit card), then: (a) the independent business may request a credit report(s) or bank account information for any legitimate purpose associated with the proposed transaction; and (b) the MIDPOINT AUTO+ Company may collect from that independent business information regarding the transaction to update your confidential profile for use by all MIDPOINT AUTO+ Companies.

8. Transactions

(a) **Misprints/Errors:** The MIDPOINT AUTO+ Companies endeavour to provide current and accurate information on Websites and in communications relating to your applications and orders for Products and Services, but misprints, errors, inaccuracies, omissions (including incorrect specifications for Products and Services) and other errors may sometimes occur. Each MIDPOINT AUTO+ Company reserves the right to correct any misprint, error, inaccuracy or omission at any time without prior notice or liability to you or any other person, and to change at any time Products and Services advertised on Websites, the prices, fees, charges and specifications of those Products and Services, any promotional offers and any other Website content, all without any notice or liability to you or any other person. If you submit an order for a Product or Service for which incorrect information was displayed on a Website, the relevant MIDPOINT AUTO+ Company will provide you with a reasonable opportunity to cancel your order.

(b) **Availability:** Products and Services advertised on a Website may not be available when ordered or at any later time. If you order a Product or Service that is not available, the relevant MIDPOINT AUTO+ Company will notify you by email or text message. The MIDPOINT AUTO+ Companies reserve the right in their discretion to refuse or cancel any order you submit and to limit quantities available for sale or sold.

(c) **Delivery Times:** Vehicle delivery times advertised on a Website (e.g. same day delivery) and as selected by you in your order may not be available due to various factors (e.g. your location and type of payment for the vehicle). The MIDPOINT AUTO+ Companies reserve the right in their discretion to deliver the vehicle you ordered at a time other than as advertised on a Website or the time you selected when you made the order.

(d) **Prices:** All prices and other amounts appearing on a Website are quoted in Canadian dollars, unless expressly indicated otherwise. The MIDPOINT AUTO+ Companies reserve the right to change prices advertised on a Website at any time. The total price of your order will include the price of the ordered Products and Services plus all applicable taxes and delivery and handling charges. The price, applicable taxes and charges will appear on the completed order, and will be charged to your credit card or other payment method when your order is accepted.

(e) **Orders:** The advertisements on Websites are invitations to make offers to purchase and are not offers to sell. Your properly completed and delivered application or order constitutes your offer to purchase the Products and Services referenced in the application or order. Your application or order will be deemed accepted by the relevant MIDPOINT AUTO+ Company when the relevant MIDPOINT AUTO+ Company confirms that your application or order has been accepted.

9. Technical Requirements and Technical Support

You are solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible computing devices), software (e.g. Internet browser and PDF reader software) and services (including Internet access and mobile data services) necessary for your use of your Account, Products and Services. The MIDPOINT AUTO+ Companies are not obligated to provide technical support, but may do so in their discretion. Your use of that technical support is governed by these Terms.

For greater certainty, electronic communications (including text messages) that you send to or receive from a MIDPOINT AUTO+ Company may be subject to standard message and data rates charged by your service providers, and you are solely responsible and liable for payment of those charges.

10. Feedback

If you give feedback (including ideas or suggestions for enhancements or improvements) about a Website or a Product or Service to a MIDPOINT AUTO+ Company, then each MIDPOINT AUTO+ Company and its licensors may use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person.

11. Communications

You authorize each MIDPOINT AUTO+ Company to: (a) accept communications it receives from you by means of your email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to its service providers and to any other MIDPOINT AUTO+ Company; and (c) respond to your communications through a Website, or email or other means of communication.

Communications you send to a MIDPOINT AUTO+ Company are not effective unless and until they are actually received and processed by the MIDPOINT AUTO+ Company's responsible representative. A MIDPOINT AUTO+ Company may refuse to process any communications that you send to the MIDPOINT AUTO+ Company, or may reverse the processing of any communications that you send to the MIDPOINT AUTO+ Company, at any time in its discretion, and without notice or liability to you or any other person, if the MIDPOINT AUTO+ Company believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

12. Proprietary Rights

Copyright © 2021. MIDPOINT AUTO Ltd. All Rights Reserved. Products and Services, the technologies and data used to provide Products and Services and all related proprietary rights (including copyright) are owned solely by the MIDPOINT AUTO+ Companies and their licensors and are protected by Canadian and international intellectual property laws. Your purchase or use of a Product or Service does not transfer to you any right, title or interest in, to or associated with the Product and Service or any related technologies and data or any related intellectual property rights.

13. Referred Businesses, Referred Products/Services and Linked Sites

Referred Businesses are independent from the MIDPOINT AUTO+ Companies, and the MIDPOINT AUTO+ Companies do not have any control over, and are not responsible or liable for, any Referred Business or any Referred Product/ Service. Each Referred Business will provide its Referred Products/Services subject to a separate agreement between you and the Referred Business, and the MIDPOINT AUTO+ Companies are not parties to that agreement or any related transaction between you and the Referred Business. Your

dealings with Referred Businesses and your use of a Referred Product/ Service are at your own risk, and you will not make any claim against any MIDPOINT AUTO+ Company arising from, connected with, or relating to your dealings with a Referred Business or any Referred Product/Service.

A MIDPOINT AUTO+ Company may provide a referral to an independent business, such as a car dealer, lender or credit card provider (each a “Referred Business”), and Websites and communications from a MIDPOINT AUTO+ Company may include advertisements for products or services (including vehicles, vehicle loans or other financing, extended vehicle warranties, insurance, roadside assistance services, personal loans, credit building services and credit cards) offered by a Referred Business (each a “Referred Product/Service”). Those referrals and advertisements do not guarantee that a Referred Product/Service will be offered or available to you as indicated or at all, or that you will qualify to purchase or receive a Referred Product/Service. The availability of a Referred Product/Service is within the discretion of the relevant Referred Business (not the MIDPOINT AUTO+ Companies) and will be subject to the terms and conditions specified by the Referred Business (not by the MIDPOINT AUTO+ Companies).

For your convenience, Websites and communications sent by a MIDPOINT AUTO+ Company may provide links or references to Internet sites or resources operated by independent persons (collectively “Linked Sites”). Linked Sites are independent from the MIDPOINT AUTO+ Companies, and the MIDPOINT AUTO+ Companies do not endorse, and have responsibility or liability for or control over, any Linked Site, any products, services or content available through a Linked Site or the collection of your personal information through a Linked Site or by the owner or operator of a Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against any MIDPOINT AUTO+ Company arising from, connected with, or relating to your use of a Linked Site, your dealings with the owner or operator of a Linked Site or any product, service or content available through a Linked Site.

14. DISCLAIMERS, LIABILITY EXCLUSIONS AND INDEMNITY

GENERAL DISCLAIMER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PRODUCTS AND SERVICES ARE MADE AVAILABLE AND PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, CAPACITY, COMPLETENESS, DELAYS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, INTERRUPTED SERVICE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, RESULTS, QUALITY, TIMELINESS, TITLE OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY EACH MIDPOINT AUTO+ COMPANY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF ANY MIDPOINT AUTO+ COMPANY.

DISCLAIMER FOR LINKED SITES, REFERRED BUSINESSES AND REFERRED PRODUCTS/SERVICES: WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION OF LINKED SITES, REFERRED BUSINESSES AND REFERRED PRODUCTS/SERVICES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU ACCESS, DEAL WITH, PURCHASE AND USE LINKED SITES, REFERRED BUSINESSES, AND REFERRED PRODUCTS/ SERVICES AT YOUR OWN RISK. MIDPOINT AUTO+ GROUP DOES NOT MAKE OR GIVE ANY REPRESENTATION,

WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, REGARDING ANY LINKED SITE, REFERRED BUSINESS OR REFERRED PRODUCT/SERVICE. MIDPOINT AUTO+ GROUP DOES NOT CONTROL, AND IS NOT RESPONSIBLE OR LIABLE FOR, ANY LINKED SITE, REFERRED BUSINESS OR REFERRED PRODUCT/SERVICE.

TECHNOLOGY DISCLAIMER: WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, WEBSITES, PRODUCTS AND SERVICES MAY BE AFFECTED BY NUMEROUS CIRCUMSTANCES BEYOND MIDPOINT AUTO+ GROUP'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. WEBSITES, PRODUCTS AND SERVICES MAY ALSO BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MIDPOINT AUTO+ GROUP IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING FROM THOSE CIRCUMSTANCES, LIMITATIONS, DELAYS OR OTHER PROBLEMS.

LIABILITY EXCLUSION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL MIDPOINT AUTO+ GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, ANY PRODUCT OR SERVICE OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF MIDPOINT AUTO+ GROUP, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY AND EVEN IF MIDPOINT AUTO+ GROUP KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE POTENTIAL LOSS, DAMAGE OR LIABILITY BEING INCURRED.

INDEMNITY: YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS MIDPOINT AUTO+ GROUP FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF A PRODUCT OR SERVICE OR YOUR NEGLIGENCE, MISCONDUCT OR BREACH OF THESE TERMS. NOTWITHSTANDING THE FOREGOING, MIDPOINT AUTO+ GROUP RETAINS THE RIGHT TO PARTICIPATE IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE.

DEFINITION: IN THESE TERMS, "MIDPOINT AUTO+ GROUP" MEANS EACH MIDPOINT AUTO+ COMPANY AND EACH OF ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

RESERVATION: THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES AND REMEDIES, AND SO THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS MIGHT NOT APPLY TO YOU.

ACKNOWLEDGEMENT: YOU ACKNOWLEDGE THAT THE ALLOCATION OF RISK SET OUT IN THESE TERMS IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND THE MIDPOINT AUTO+ COMPANIES AND AN INDUCEMENT TO THE MIDPOINT AUTO+ COMPANIES TO PROVIDE YOU WITH PRODUCTS AND SERVICES.

15. Termination

These Terms as they apply to you will continue in full force and effect unless and until you cease using all Products and Services, and in those circumstances these Terms will continue to apply and be binding regarding your access to and use of Products and Services before termination and all related matters (including any related dispute).

The termination of these Terms will not terminate any other agreement between you and any MIDPOINT AUTO+ Company or any other person (including a Referred Business).

16. Governing Law

The MIDPOINT AUTO+ Companies have their head offices in Winnipeg, Manitoba. These Terms, Products, Services and all related matters are governed by, and will be construed and interpreted solely in accordance with, the laws of the Province of Manitoba, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction.

17. Disputes

Except as expressly set out below, and unless applicable law requires otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms, Products, Services or any related matter will be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Winnipeg, Manitoba. The language of the arbitration will be the English language. If ICDR Canada is not operative, the arbitration will proceed ad hoc and be governed by the Arbitration Act (Manitoba).

Notwithstanding the foregoing, any MIDPOINT AUTO+ Company may commence legal proceedings against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms or to protect the MIDPOINT AUTO+ Company's rights and interests.

You will commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, after which time any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

18. General Matters

Miscellaneous: These Terms are binding on you and your heirs, executors, administrators, successors and personal representatives. These Terms are for the benefit of MIDPOINT AUTO+ Group. No consent or waiver by a MIDPOINT AUTO+ Company to or of any breach of these Terms by you will be effective unless in writing and signed by the MIDPOINT AUTO+ Company or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of MIDPOINT AUTO+ Group under these Terms are cumulative and not exhaustive or exclusive of any other rights or remedies to which MIDPOINT AUTO+ Group may be lawfully entitled under these Terms or at law, and MIDPOINT AUTO+ Group may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will

not assign or transfer these Terms or any of your rights and obligations under these Terms without the express prior written consent of a MIDPOINT AUTO+ Company, which consent may be withheld in the MIDPOINT AUTO+ Company's discretion. Each MIDPOINT AUTO+ Company may, without your consent, assign its rights and obligations under these Terms. If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms would fail in their essential purpose.

Notices: Each MIDPOINT AUTO+ Company may deliver notices to you by email or postal mail to any of the addresses that you provide to any MIDPOINT AUTO+ Company (including when you register for an Account or when you apply or submit an order for a Product or Service). You are solely responsible for ensuring that your email and postal addresses on file with each MIDPOINT AUTO+ Company are and remain current and correct, and you will promptly give notice to each MIDPOINT AUTO+ Company of any change to your email or postal addresses.

Force Majeure: Notwithstanding any other provision of these Terms or any Additional Terms and Conditions, a MIDPOINT AUTO+ Company will not be liable for any delay in performing, or failure to perform, any of its obligations under these Terms or any Additional Terms and Conditions to the extent performance is delayed or prevented due to any cause or causes that are beyond the MIDPOINT AUTO+ Company's control, any delay or failure of that kind will not be deemed to be a breach of these Terms or any Additional Terms and Conditions by the MIDPOINT AUTO+ Company, and the time for the MIDPOINT AUTO+ Company's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

Interpretation: In these Terms: (a) a reference to "Terms" refers to these General Terms of Service as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) "person" includes an individual, corporation and any other legal entity; (e) "including" or "includes" means including or includes (as applicable) without limitation or restriction; (f) "law" includes common law, equity, statutes and regulations; and (g) "discretion" mean a person's sole, absolute and unfettered discretion.

Complete Agreement: These Terms and all applicable Additional Terms and Conditions set out the entire agreement between you and each MIDPOINT AUTO+ Company regarding your use of your Account, your applications and orders for Products and Services, your use of Products and Services and all related matters. These Terms may not be modified except as set out in section 3. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and any MIDPOINT AUTO+ Company regarding your use of your Account, your applications and orders for Products and Services, your use of Products and Services or any related matter. For greater certainty, your use of each Website is governed by the applicable Website Terms of Use.

Language: You and the MIDPOINT AUTO+ Company have expressly requested and required that these Terms and all related notices and other documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these Terms provided by a MIDPOINT AUTO+ Company is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version of these Terms of Use will take priority and govern.

Testimonials: Testimonial advertisements used by a MIDPOINT AUTO+ Company reflect personal

Midpoint AUTO+® General Terms of Service

Updated: 2021-05-14



experiences of those who have used our products and/or services in some way or another, however the customer details have been changed to protect our customer's identity. Results do vary and the testimonials are not necessarily representative of all of those who will use our products and/or services.

If you have any questions or comments regarding these Terms, please contact MIDPOINT AUTO+' customer care at info@midpointauto.ca.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT REGISTER FOR AN ACCOUNT OR APPLY OR SUBMIT ORDERS FOR ANY PRODUCT OR SERVICE.