

Equifax Canada

End User Terms of Use

1. Customer agrees to only use AML Assist for their direct business and in a manner that complies with applicable laws, including, without limitation, Canadian federal and provincial laws.
2. Customer agrees that it will not:
 - a) resell, transfer, distribute or otherwise give any third party access to AML Assist unless otherwise agreed to by Trulioo in writing;
 - b) assert any intellectual property right claim or other interest in AML Assist;
 - c) assign or otherwise transfer any of its rights to use AML Assist.
3. Customer agrees that:
 - a) Equifax Canada does not guarantee nor makes any representation or warranty in respect of the predictive value of AML Assist with respect to an application for credit, insurance or other benefit;
 - b) neither Equifax Canada, nor its personnel, subsidiaries, affiliates, licensors and suppliers will be liable to Customer for any damages, losses, costs or expenses incurred by Customer resulting from any failure of the data provided by Equifax Canada or AML Assist used by Customer to accurately predict apparent worthiness or loss potential of its applicants or clients;
 - c) Equifax makes no representation, warranty or guarantee that receipt and/or use of AML Assist will verify or validate the identity of any consumer or meet Customer's compliance or regulatory obligations for same;
 - d) it will obtain an individual's consent to receive from and disclose personal information to Equifax, in accordance with applicable laws;
 - e) it will keep all information, data and documentation relating to AML Assist, including any account codes and passwords used to access AML Assist secure and confidential; f) it will securely destroy or delete information received as a result of AML Assist when it no longer has a need to keep it;
 - g) it will allow Trulioo to conduct an audit to confirm Customer is in compliance: (i) no more than once in any year unless Customer is in breach of these End User Terms of Use; and (ii) by telephone or in writing or virtually;
 - h) it will provide Trulioo with any relevant information and documents Trulioo requests to respond to any question, investigation or audit by Equifax under Trulioo's agreement with Equifax;
 - i) it will comply with any changes made to these End User Terms of Use from time to time to the extent required by a change in Applicable Laws as a condition of its continued use of the Services;
 - j) Equifax and Trulioo may share any information about Customer's use of the Services with the other as required to provide the Services and/or to ensure compliance with these terms and/or Applicable Laws, even if that information is otherwise protected under a written agreement between Customer and Trulioo; and

k) it will maintain industry standard security measures as applicable to the data sensitivity of the AML Assist product.

4. Customer acknowledges that:

- a) AML Assist is not guaranteed to be error-free or uninterrupted;
- b) these End User Terms of Use may change from time to time to comply with applicable law; and
- c) any unauthorized access to AML Assist by Customer may subject Customer to civil and criminal liability under applicable Canadian consumer reporting laws punishable by fines and imprisonment.