

Fairstone Terms and Conditions

Please read the terms and conditions of this agreement (“Agreement”) carefully. By accessing the Fairstone website, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access the Fairstone website and any web pages thereof. In this Agreement, “you” and “your” refer to persons who access the Fairstone website and web pages (“web pages”). “We”, “us” and “our” refer to Fairstone Financial Inc. “Fairstone”).

By accessing and using our web pages, you agree to the following terms and conditions:

You represent and warrant that you are of legal age to use our web pages and to enter into binding legal obligations for any liability that may arise from such use. Products and services advertised on our web pages are subject to the applicable agreements governing them. Further, these products and services are only available in those provinces and territories in Canada in which they may legally be offered. Our web pages do not constitute an offer or solicitation by Fairstone in any jurisdiction where such a solicitation cannot legally be made, or to any person to whom it is unlawful to make a solicitation. The disclaimers, terms and conditions, and limitations in this section of our web pages are of general application and shall be read to be supplementary to any other disclaimer, term and condition, and limitation in any other section of this website. The headings in this section and this website are only for general reference purposes.

Additional terms and conditions may apply to the products and services offered by or on our websites and additional terms and conditions may be located on and apply to specific websites of ours. You agree to abide by such other terms and conditions. All terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nevertheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. Fairstone will not be deemed to have waived the exercise of any right(s) hereunder unless such waiver is made in writing.

The contents of this site are not intended to provide specific financial, accounting, tax, legal or real estate advice.

Loans and Financing

Personal loans, mortgages and retail, and auto financing programs are underwritten by Fairstone Financial Inc.

In Ontario, Fairstone Financial Inc. is licensed as brokerage 10821 for mortgage loans.

Insurance

Creditor insurance is underwritten by American Health and Life Insurance Company and Triton Insurance Company.

Trademarks, copyrights, other rights

You should assume everything on our web pages is protected by and subject to applicable copyright, trademark and patent or other intellectual property rights unless otherwise noted and may not be used except with the express written consent of Fairstone. “LOANS THAT SUIT YOU” and

“WHEN LIFE ISN’T FAIR, FAIRSTONE IS THERE” are registered trademarks of Fairstone Financial Inc. The DISPLAY SCREEN WITH ELECTRONIC ICONS is a registered industrial design of Fairstone Financial Inc. Certain names, products, technology, service, logos, graphics, designs, words, phrases or the like may constitute trade names, trademarks or service marks (collectively “Trademarks”) owned by Fairstone, including its subsidiaries, affiliates or other entities. Any such right that is not expressly licensed herein is reserved by us. Images of people or places displayed on our web pages are either our property or used with permission by us. Use of these images by you or other third parties is prohibited unless expressly permitted by us. The display of Trademarks on our web pages does not imply that a license of any kind has been granted to anyone else.

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Nothing contained on our web pages should be construed as granting by implication, estoppel or otherwise, any license or right to use any Trademarks displayed on this site without the written permission of us or such third party that may own the Trademarks. Misuse of any of the Trademarks, or any other content, displayed on our web pages is expressly prohibited. No content from our web pages may be posted to newsgroups, electronic bulletin boards, mail lists or incorporated into any other site without our express written consent.

Accuracy and changes

Contents of this website are believed to be current, accurate and complete as of the date placed on our website and web pages. Fairstone reserves the right to change the contents of this website, including the privacy and legal terms, at any time without prior notice or consent. Any changes become effective immediately and may be made without updating our web pages. Please consult any branch of Fairstone for complete and up-to-date information on the products and services listed in our web pages.

No endorsements

References to third parties’ goods, services, information or opinions on our web pages are not specifically endorsements or approvals for all parties. Links from or to sites outside our web pages are meant for convenience only.

By clicking on a third-party link, you will leave Fairstone website and will be redirected to a website that is not operated by Fairstone (“Third-Party Site”). Fairstone is not responsible for the content or availability of the Third-Party Site. Be aware that the security and privacy policies on the Third-Party Site may be different from Fairstone security and privacy policies, so please read Third-Party Site privacy and security policies closely.

No liability

Fairstone is not responsible for and will not be liable to you or anyone else for any damages whatsoever (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with the use of or inability to use our web pages. Fairstone is not responsible or liable for any loss or damages that result from personal or confidential material sent to Fairstone, or if Fairstone sends such information at your request, or any action or decision made by you in reliance on this website, including, but not limited to, its contents, any unauthorized use or reproduction of this website, even if Fairstone has been advised of the possibility of these damages. Please be advised that linking to any other web site is at your sole risk and Fairstone will not be responsible or liable for any damages in connection with linking.

Email Communication

Please be aware that email communication over the Internet is not secure or confidential and may be intercepted, changed or lost. Fairstone cannot be held responsible for any damages related to emails sent to us or that we send to you at your request.

If you provide your email address, you agree that we may use it to:

- send payment confirmations
- contact you about your account (including servicing or collections)
- share information about products and services you may find useful.

Sharing your email address is optional, and you can withdraw your consent at any time.

Text Messages (SMS)

If you provide your cell phone number, you agree that we may use it to:

- send you text messages related to payments on your account
- contact you about your account (including servicing or collections)
- share information about products and services you may find useful.

Providing your cell phone number is optional, and you may withdraw your consent at any time.

Fairstone does not charge for text messages. Message and data rates may apply. Please contact your wireless carrier for details.

Carriers are not responsible for delayed or undelivered messages. If you have questions about your text plan or data plan, please reach out directly to your wireless provider.

Compatible Canadian Carriers:

- Bell Mobility
- Eastlink
- Fido
- MTS
- NorthernTel Mobility

- Public Mobile
- Roger Wireless
- SaskTel Mobility
- Telebec Mobilite
- TELUS Mobility
- Videotron
- Virgin Mobile Canada
- Freedom Mobile

If you encounter any issues with the SMS messaging program, reply HELP for support. To cancel the SMS service at any time, reply STOP. Once you opt out, you will no longer receive SMS messages from us. To resume, sign up as you did originally.

Privacy Policy regarding SMS Opt-In Data and Consent

Fairstone does not share your SMS opt-in with third parties to provide you with the services of the campaign. We may disclose your data, including your SMS opt-in and consent status, to trusted third parties that enable our messaging services, including but not limited to, platform providers, carriers, and vendors involved in the delivery of text messages.

Fairstone respects your right to privacy. Our privacy policy can be found here: <https://www.fairstone.ca/privacy>.

Jurisdiction

The web pages on this website as they relate to any and all information regarding products and services offered by Fairstone are administered by Fairstone Financial Inc. from its offices in Canada. These web pages will be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws. All disputes, actions, controversies or claims arising out of or in connection with these web pages shall be governed by and will be submitted to the exclusive jurisdiction of the courts of the province of Ontario. You attorn to the exclusive jurisdiction of these courts.

Online account management

When you register for Fairstone's online account management for the first time, you will be required to establish a User ID and Password. Only customers who have an account with Fairstone will be allowed to establish a User ID and Password. Fairstone reserves the right to suspend or cancel your access at any time. You agree to keep your User ID and Password confidential at all times. If you believe that an unauthorized person is using your User ID and Password, or has gained access to them, it is your obligation to notify us immediately and to create a new User ID and password by registering again. Fairstone reserves the right to suspend or cancel your access without notice from you if we believe that your access is being used in a fraudulent or unauthorized manner.

When you visit the Fairstone web site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Making sure information is accurate

Keeping your account information accurate and up to date is very important. If your account information is incomplete, inaccurate or not current, please call or write to us at the telephone number or appropriate address for such changes listed on your account statement, bank records or other account materials.

Customer Referral Program

Not available to residents of Quebec. You may qualify to earn a referral reward ("Reward") if the person you refer ("Referee") obtains an unsecured personal loan from Fairstone. Referee must provide the referral number to Fairstone prior to loan closing. To be eligible, Referee cannot have an existing loan at the time the Referee closes their loan. Reward is a cheque that will be mailed 6-8 weeks after Referee's loan closing. Reward will not be paid for loans that are paid in full within 30 days of origination, cancelled, or in which you are the primary borrower. Limit five Rewards per customer per calendar year. In order to protect customer privacy, Fairstone cannot provide any information about the status of Referee's loan application. Fairstone reserves the right to discontinue the program at any time for any reason. You are responsible for payment of any income or other taxes due as a result of the Reward having been paid to you.