

SleekScore Terms of Service

Last Modified: March 1, 2022

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the SleekScore Platform, you agree to comply with and be bound by these Terms.

Please note: Section 17 of these Terms contains an arbitration clause and class action waiver that applies to all SleekScore Clients. It affects how disputes with SleekScore are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Thank you for using SleekScore!

These Terms constitute a legally binding agreement ("**Agreement**") between you and SleekScore (as defined below) governing your access to and use of the SleekScore website, including any subdomains thereof, and any other websites through which SleekScore makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services, including payment processing, issuance of installment loans and management of bank accounts and loan funds (collectively, "**Services**"). The Site, Application and SleekScore Services together are hereinafter collectively referred to as the "**SleekScore Platform**". Our Policies applicable to your use of the SleekScore Platform are incorporated by reference into this Agreement and can be accessed via the SleekScore Platform.

When these Terms mention "**SleekScore**," "**we**," "**us**," or "**our**," it refers to the SleekScore Inc., 212-61 Alness Street, Toronto M3J 2H2.

Our collection and use of personal information in connection with your access to and use of the SleekScore Platform is described in our [Privacy Policy](#).

Any and all payment processing services through or in connection with your use of the SleekScore Platform ("**Payment Services**") are provided to you by SleekScore as set out in the relevant portion of these Terms ("**Payments Terms**").

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1. Scope of SleekScore Services

1.1 The SleekScore Platform is an online platform that enables registered users (“**Clients**”) to access Services on the SleekScore Platform. Clients may use the SleekScore Platform to check their credit score, the status of their instalment loan and any payments made to date. Services may include any products and services owned and/or operated by SleekScore or any related third-party vendor on or through the SleekScore Platform, including all software, tools, features, functions, data, and content which SleekScore makes available from time to time through the SleekScore Platform.

1.2 As the provider of the SleekScore Platform, SleekScore is not a credit repairer, payday loan lender, investment broker or investment dealer, employer of any loan brokers, payday lenders or investment brokers, and nor does SleekScore engage in the provision of credit repair services, payday lending or the sale of investment products. SleekScore is not acting as an agent in any capacity for any provider of the aforementioned. SleekScore is not authorized under Applicable Laws to engage in the practice of investment broker services, and you hereby acknowledge that SleekScore does not provide any services related to investment brokering.

1.3 While we may help facilitate the resolution of disputes, SleekScore has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Services, (ii) the truth or accuracy of any Collective Content (as defined below), or (iii) the performance or conduct of any third party. SleekScore does not endorse any Services. You should always exercise due diligence and care when deciding whether to participate in or use any Services.

1.4 SleekScore does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with the provision of any Services. You acknowledge and agree that you have complete discretion whether to use or withdraw from any Services or otherwise engage in other activities on the SleekScore Platform.

1.5 To assist Clients who speak different languages, Collective Content may be translated, in whole or in part, into other languages. SleekScore cannot guarantee the accuracy or quality of such translations and Clients are responsible for reviewing and verifying the accuracy of such translations. The SleekScore Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The SleekScore Platform may contain links to third-party websites, resources, services or products (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. SleekScore is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by SleekScore of such Third-Party Services.

1.7 Due to the nature of the Internet, SleekScore cannot guarantee the continuous and uninterrupted availability and accessibility of the SleekScore Platform. SleekScore may restrict the availability of the SleekScore Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the SleekScore Platform. SleekScore may improve, enhance and modify the SleekScore Platform and introduce new SleekScore Services from time to time.

1.8 You acknowledge that the SleekScore Platform is not intended to provide legal, tax, investment or accounting advice and that nothing on the SleekScore Platform, including any SleekScore Content, should be construed as an offer to sell, a solicitation of an offer to buy or a recommendation for any products or services made available by SleekScore or any third party. The information made available by or through SleekScore should only be used for your own personal information and educational purposes. Certain planning tools or money management tips made available on the SleekScore Platform and SleekScore may provide general investment and/or financial educational content based on your input. You are solely responsible for determining whether any investment strategy, money saving strategy, debt management strategy, security or related transaction is appropriate for you based on your personal debt levels, investment objectives, financial circumstances and risk tolerance. You should consult with your own legal, accounting or tax professional regarding your specific situation.

2. Eligibility, Using the SleekScore Platform, Client Verification

2.1 In order to access and use the SleekScore Platform or register a SleekScore Account you must be an individual at least 18 years old and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 SleekScore may make access to and use of the SleekScore Platform, or certain areas or features of the SleekScore Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting financial thresholds or a Client's payment and withdrawal history.

2.4 For transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Clients to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Clients, (ii) screen Clients against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Client, obtain reports or request that you obtain report from public records of criminal convictions or an equivalent version of background checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the SleekScore Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the SleekScore Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the SleekScore Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

3. Modification of these Terms

SleekScore reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the SleekScore Platform. Changes to these Terms shall be effective upon posting, and you understand and agree that if you use the SleekScore Platform after the date on which the Terms have changed, SleekScore will treat your access to or use of the SleekScore Platform as acceptance of the revised Terms. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement, your continued access to or use of the SleekScore Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 You must register an account ("**SleekScore Account**") to access and use certain features of the SleekScore Platform, such as viewing, expressing interest in, accepting or using any Services. You must be of legal age to form a binding contract to register an account (in many jurisdictions, this age is 18).

4.2 You can register a SleekScore Account by submitting your first and last name, date of birth, email address, home address, residency status, language(s), one (1) acceptable form of identification and a passport-sized photo. Acceptable forms of identification include government issued identification documents that disclose your home address. Additionally, SleekScore will also request access and permission to your banking information, as further specified in our Privacy policy.

4.3 You must provide accurate, current and complete information during the registration process and keep your SleekScore Account and public SleekScore Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) SleekScore Account unless SleekScore authorizes you to do so. You may not assign or otherwise transfer your SleekScore Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your SleekScore Account credentials and may not disclose your credentials to any third party. You must immediately notify SleekScore if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your SleekScore Account. You are liable for any and all activities conducted through your SleekScore Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 No third party is authorized by SleekScore to ask for your credentials, and you shall not request the credentials of another Client.

4.7 All SleekScore Accounts are subject to an internal review and approval by SleekScore. SleekScore may terminate your SleekScore Account at any time in their sole discretion, and you will be notified of such termination. Additionally, SleekScore may choose to not approve your SleekScore Account upon completing its internal review and audit.

5. Content

5.1 SleekScore may, at its sole discretion, enable Clients to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the SleekScore Platform ("**Client Content**"); and (ii) access and view Client Content and any content that SleekScore itself makes available on or through the SleekScore Platform, including

proprietary SleekScore content and any content licensed or authorized for use by or through SleekScore from a third party ("**SleekScore Content**" and together with Client Content, "**Collective Content**").

5.2 The SleekScore Platform, SleekScore Content, and Client Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Canada and other countries. You acknowledge and agree that the SleekScore Platform and SleekScore Content, including all associated intellectual property rights, are the exclusive property of SleekScore and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the SleekScore Platform and SleekScore Content. All trademarks, service marks, logos, trade names, and any other source identifiers of SleekScore used on or in connection with the SleekScore Platform and SleekScore Content are trademarks or registered trademarks of SleekScore in Canada and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the SleekScore Platform, SleekScore Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the SleekScore Platform or Collective Content, except to the extent you are the legal owner of certain Client Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SleekScore or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, SleekScore grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the SleekScore Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Client Content on or through the SleekScore Platform, you grant to SleekScore a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Client Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Client Content to provide the SleekScore Platform, in any media or platform. Insofar as Client Content includes personal information, such Client Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Unless you provide specific consent, SleekScore does not claim any ownership rights in any Client Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Client Content.

5.6 You are solely responsible for all Client Content that you make available on or through the SleekScore Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Client Content that you make available on or through the SleekScore Platform or you have all rights, licenses, consents and releases that are necessary to grant to SleekScore the rights in and to such Client Content, as contemplated under these Terms; and (ii) neither the Client Content nor your posting, uploading, publication, submission or transmittal of the Client Content or SleekScore' use of the Client Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any Client Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates these Terms. SleekScore may, without prior notice, remove or disable access to any Client Account or Client Content that SleekScore finds to be in violation of applicable law, these Terms or SleekScore' then-current policies and standards, or otherwise may be harmful or objectionable to SleekScore, its Clients, third parties, or property.

5.8 SleekScore respects copyright law and expects its Clients to do the same. If you believe that any content on the SleekScore Platform infringes copyrights you own, please contact us.

6. Service Fees

6.1 SleekScore may charge fees to Clients ("**Service Fees**") in consideration for the use of the SleekScore Platform. More information about when Service Fees apply and how they are calculated can be found on our [Service Fees page](#).

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Client prior to accepting a credit building plan. SleekScore reserves the right to change the Service Fees at any time by posting such changes on the SleekScore Platform.

6.3 You are responsible for paying any Service Fees that you owe to SleekScore. The applicable Service Fees (including any applicable Taxes) are collected by SleekScore automatically when you make payment on your instalment loan. SleekScore will deduct any Service Fees before making payment towards your installment loan. Except as otherwise provided on the SleekScore Platform, Service Fees are non-refundable.

7. Plans and Credit Facilities

7.1. Subject to meeting any requirements (such as completing any verification processes) set by SleekScore, you can complete the registration of your account by subscribing to a Plan (see our [Service Fees page](#) for more information on our Plans). All applicable Service Fees and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to choosing the Plan that you would like to subscribe to. You agree to pay the Total Fees on a monthly basis for any Plan that you have requested and accepted in connection with your SleekScore Account.

7.2. Each Plan corresponds to credit granted by SleekScore ("**Credit Facility**") with different options for repayment ("**Plan**"). Upon accepting a Plan, SleekScore will issue the Credit Facility to the Client and the Client agrees that such Credit Facility will be governed by these Terms. To be approved for a Credit Facility, each Client agrees to submit a portion of funds, as determined by SleekScore in its sole discretion, as collateral for payment of the amounts owed under the Credit Facility and these Terms ("**Security**"). SleekScore will collect the Total Fees in pre-authorized installment payments at regular intervals in accordance with the terms of the specific Plan that the Client has accepted.

7.3. Upon receiving a Plan confirmation from SleekScore, a legally binding agreement is formed between you and SleekScore whereby SleekScore agrees to provide you with a Credit Facility subject to these Terms, and any additional terms that may be relevant to your use of the Credit Facility. Clients may access the available funds in their Credit Facility at any time in accordance with these Terms. SleekScore and its affiliates may at anytime obtain credit reports or other information

about a Client on an accepted Plan. Additionally Clients on an accepted Plan can obtain access to their credit report on their SleekScore Account page.

7.4. You are responsible for understanding and complying with all laws, rules and regulations that may apply to your use of any Services and ensuring that Services will not breach any agreement you may have with any third party.

7.5. If you or we terminate these Terms, the clauses of this section 7.5 that reasonably should survive termination of these Terms will remain in effect. When these Terms are terminated, you are not entitled to a restoration of your account (if your account is cancelled) or of the Client Content.

7.6. You should carefully review the description of any Plans you intend to enroll in to ensure you meet all requirements for such Plan. You in their sole discretion accept all circumstances that may impact your ability to participate in any Services. In addition, certain laws in the location of the Services may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in any Services.

7.7. SleekScore may use information provided by you and/or by third parties, including (without limitation) your credit score and other personal financial information and preferences, to assess, analyze, arrange and present various products, services, tools, features, offers, information and other content to you. Any assessments, analysis, estimates, projections or similar information made available to you through the SleekScore Platform and any Services provided to you are solely for your personal purposes. The methods, algorithms and criteria used to assess your information and select the various products, services, tools, features, offers, information and other content which may be made available to you is a proprietary trade secret of SleekScore and may be applied by us in any manner in our sole discretion.

7.8. Any proprietary methods, algorithms and criteria are not disclosed to, endorsed by or required by the providers of any Third Party Services. The Third Party Services which may be made available to you at any particular time may differ from Third Party Services that are made available to others and from any Services that may be made available to you at other times. To the extent that any Third Party Services may include offers with respect to various products or services, there can be no assurance that you will receive any such offers, that you will be eligible to receive such products or services or that such products or services will meet with your satisfaction. Whether you choose to pursue an offer from a third party will be up to you and SleekScore will not apply on your behalf for any product or service offered by a third party without your prior consent.

8. Payment Terms

8.1. SleekScore utilizes a third-party payments services processor to facilitate the collection and remittance of any payments from Clients. These payment services may include (if available) the following (collectively, "**Payment Services**");

- Collecting payments from Clients ("**Payment**"), by charging the payment method associated with their SleekScore Account, such as credit card, debit card, bank account, PayPal account or Stripe account ("**Payment Method**");
- Transferring payments to Clients ("**Payout**") to a financial instrument associated with their SleekScore Account, such as a PayPal account, Stripe account, bank account or a debit card ("**Payout Method**");
- Payment processing services; and
- Other payment related services in connection with any Services or Third-Party Services.

In order to use the Payment Services, you must be at least 18 years old, must have a SleekScore Account in good standing in accordance with the Terms, and must keep your payment and personal information accurate and complete.

8.2. Your use of the Payment Services

8.2.1 SleekScore Payment Services. By using the Payments Services, you agree to comply with these Terms. SleekScore may: (i) temporarily limit or suspend your access to or use of the Payment Services, or its features, to carry out maintenance measures that ensure the proper functioning of the Payment Services; and (ii) improve, enhance and modify the Payment Services and introduce new Payment Services from time to time.

8.2.2 Third Party Services. The Payment Services may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services are subject to different terms of service and privacy policies, and Members should review them. SleekScore is not responsible or liable for the use of such Third-Party Services. Links to any Third-Party Services are not an endorsement by SleekScore of those Third-Party Services.

8.2.4 Verification. You authorize SleekScore, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include (i) screening you against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (e.g., driver’s license or passport), your date of birth, your address, and other information; or (iv) requiring you to take steps to confirm ownership of your email address, Payment Method(s) or Payout Method(s). SleekScore reserves the right to terminate, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

8.2.5 Additional Terms. Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable to a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

8.3. General Client Terms

8.3.1 Adding a Payment Method. When you add a Payment Method to your SleekScore Account, you will be asked to provide billing information such as name, billing address, and financial instrument information either to SleekScore or its third-party payment processor(s). You authorize SleekScore and its payment service providers to collect and store your Payment Method information.

8.3.2 Payment Authorization. You allow SleekScore to charge your Payment Method (including charging more than one payment method), either directly or indirectly, for all fees due (including any applicable taxes) in connection with your SleekScore Account.

8.3.3 Timing of Payment. SleekScore generally charges the Total Fees due 30 days after you have entered into and confirmed a Plan. SleekScore may offer alternative options for the timing and manner of payment. Any additional fees for using those alternative payment options will be included in the Total Fees, as applicable, and you agree to pay such fees. Additional terms and conditions may apply for the use of an alternative payment option. If SleekScore is unable to

collect the Total Fees due, as scheduled, SleekScore may cancel or terminate your SleekScore Account and/or Plan.

8.3.4 Currency. SleekScore will process each transaction in Canadian dollars. Please note that certain bank fees may apply to your payments and the amount listed on your card statement may be different from the amount shown on your account page. SleekScore is not responsible for any such additional fees and disclaims all liability in this regard. Please contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

8.3.5 Refund Prior to Start Date. If a Plan is terminated prior to the first Payment date, SleekScore will terminate your Plan, and any pre-authorization of your Payment Method will be released (if applicable). The timing for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, Stripe, etc.) rules.

8.3.6 Payment Restrictions. SleekScore reserves the right to decline or limit payments that we believe (i) may violate SleekScore's risk management policies or procedures, (ii) may violate these Terms, (iii) are unauthorized, fraudulent or illegal; or (iv) expose you, SleekScore, or others to risks unacceptable to SleekScore.

8.3.7 Payment Service Providers. Payment Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing payments in connection with the Payment Services, and SleekScore is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method may also be subject to additional terms of use. Please review them before using your Payment Method.

8.3.8 Your Payment Method, Your Responsibility. SleekScore is not responsible for any loss suffered by you as a result of incorrect Payment Method information provided by you.

8.3.9 Failure to Make Payment. If SleekScore is unable to collect your initial payment prior to the start date of the Plan, SleekScore will notify you of such declined payment, and require you to complete the payment using an alternative Payment Method within 72 hours of the notice or prior to the start date of the Plan, whichever is earlier. If you fail to complete the payment, you authorize SleekScore to cancel the Plan on your behalf. You acknowledge that you may incur fees for cancellations.

8.3.10 Recurring Payments. SleekScore will require Clients to make recurring payments of Total Fees owed on a monthly basis ("**Recurring Payments**"). All Clients authorize SleekScore to collect the Total Fees due on a recurring basis. To stop a Recurring Payment, you must comply with the requirements of SleekScore's withdrawal policy before the scheduled date of the payment.

8.4. General Payment Terms

8.4.1 Fees. SleekScore may charge fees for use of certain Payment Services and any applicable fees will be disclosed to you in these Terms and via the SleekScore Platform.

8.4.2 Payment Authorizations. You authorize SleekScore to collect from you amounts due pursuant to these Terms by charging the Payment Method associated with the relevant Plan, or any other Payment Method on file that you authorize in your SleekScore Account (unless you have previously removed the authorization to charge such Payment Method(s)). Specifically, you authorize SleekScore to collect from you:

- Any amount due to SleekScore (e.g., as a result of your acceptance of a Plan, modifications, cancellations, or other actions as a Client or user of the SleekScore Platform), including reimbursement for costs prepaid by SleekScore on your behalf. Any funds collected by SleekScore will set off the amount owed by you to SleekScore and extinguish your obligation to SleekScore.
- Any amount due to a Client which SleekScore collects as the Client's payment collection agent as further set out in Section 8.4 above.
- Taxes, where applicable and as set out in these Terms.
- Any penalties payable under these Terms, including any cost and expenses incurred in collecting such penalties.
- Any service fees or cancellation fees imposed pursuant to these Terms.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to SleekScore collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

8.4.4 Payment Processing Errors. SleekScore will take the necessary steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the original Payout Method or Payment Method used or selected by you, so that you end up receiving or paying the correct amount. This may be performed by SleekScore or a third party such as your financial institution. We may also take steps to recover funds sent to you in error (including but not limited to an event of duplicate payments made to you due to a processing error), by reducing, setting off and/or debiting the amount of such funds from any future Payouts owed to you. To the extent you receive any funds in error, you agree to immediately return such funds to SleekScore.

8.5. Prohibited Activities. You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations;
- breach or circumvent any agreements with third parties, third-party rights, or these Terms;
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Terms;
- register or use any Payment Method or Payout Method with your SleekScore account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by SleekScore or any of SleekScore's providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;

- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

9. Security Interest

9.1 As security for the performance of all my obligations relating to my Credit Facility, including repayment of all credit that SleekScore extended to me, I pledge and grant SleekScore, a first-priority security interest in the Security, including any interest on such amounts, now or hereafter delivered by me to SleekScore as of the date of my delivery of such Security to SleekScore. SleekScore may commingle the Security with other funds and will hold and track these amounts in each Client's SleekScore Account. Each Client hereby acknowledges that they will have no control over the Security and also acknowledge that SleekScore will have full access to the Security as governed by these Terms.

9.2 Each Client hereby agrees that:

- (a) A SleekScore Account will be established in such Client's name to track the amount of Security.
- (b) You will not make any withdrawals from your SleekScore Account, except in accordance with these Terms.
- (c) You will pay all charges and fees disclosed to me by SleekScore with reference to your respective SleekScore Account or Security.
- (d) No other party shall be granted an interest in the Security.
- (e) If any Client makes false or misleading statements, exceeds the Credit Facility or breaches these Terms, SleekScore may, without notice or demand of payment, withdraw amounts from the Security and apply such amounts in satisfaction of any obligations with respect to such Client's Credit Facility.

9.3. Each Client hereby agrees that the Security will be returned to such Client only upon: (a) payment in full of all amounts owed to SleekScore; (b) upon performing all other obligations, including paying any and all expenses incurred by SleekScore in enforcing its rights hereunder; or (c) termination of your SleekScore Account.

9.4. SleekScore may exercise any other remedies permitted by such Credit Facility or the laws of the province in which you reside or any other applicable law. If SleekScore hires legal counsel to enforce its rights with respect to a Client's SleekScore Account or Credit Facility, Client agrees to pay SleekScore all reasonable legal fees and court costs incurred by SleekScore.

10. Rounding off

SleekScore generally supports payment amounts that are payable from or to Clients to the smallest unit supported by a given currency (i.e., Canadian cents, U.S. cents or other supported currencies). Where SleekScore's third-party payment services provider does not support payments in the smaller unit supported by a given currency, SleekScore may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Clients to the nearest whole functional base unit

in which the currency is denominated (i.e. to the nearest dollar or other supported currency); for example, SleekScore may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

11. Taxes

11.1 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where you are located may require Taxes to be collected from Clients on Total Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Total Fees set by SleekScore ("**Tax**").

11.2 SleekScore shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker's compensation insurance premiums for any Clients. Clients are alone responsible for these withholding, remitting and registration obligations, and shall indemnify SleekScore from and against any order, penalty, interest, taxes or contributions that may be assessed against SleekScore due to the failure or delay by Client to make any such withholdings, remittances or registration, or to file any information required by any law.

12. Prohibited Activities

12.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the SleekScore Platform. In connection with your use of the SleekScore Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms or policies;
- use the SleekScore Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies SleekScore endorsement, partnership or otherwise misleads others as to your affiliation with SleekScore;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Client, contained on the SleekScore Platform in any way that is inconsistent with SleekScore' [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Clients or third parties;
- use the SleekScore Platform in connection with the distribution of unsolicited commercial messages ("spam");
- unless SleekScore explicitly permits otherwise, accept any Plan if you will not actually be using the Services yourself;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- engage in any violence, harassment or sexual misconduct against anyone;
- misuse or abuse any Services as determined by SleekScore in its sole discretion.
- use, display, mirror or frame the SleekScore Platform or Collective Content, or any individual element within the SleekScore Platform, SleekScore' name, any SleekScore trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the SleekScore Platform, without SleekScore' express written consent;
- dilute, tarnish or otherwise harm the SleekScore brand in any way, including through unauthorized use of Collective Content, registering and/or using SleekScore or derivative

terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to SleekScore domains, trademarks, taglines, promotional campaigns or Collective Content;

- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the SleekScore Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by SleekScore or any of SleekScore' providers or any other third party to protect the SleekScore Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the SleekScore Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the SleekScore Platform;
- export, re-export, import, or transfer the Application except as authorized by Canadian law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

12.2 You acknowledge that SleekScore has no obligation to monitor the access to or use of the SleekScore Platform by any Client or to review, disable access to, or edit any Client Content, but has the right to do so to (i) operate, secure and improve the SleekScore Platform (including without limitation for fraud prevention, risk assessment, investigation and Client support purposes); (ii) ensure Clients' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Client Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Clients agree to cooperate with and assist SleekScore in good faith, and to provide SleekScore with such information and take such actions as may be reasonably requested by SleekScore with respect to any investigation undertaken by SleekScore or a representative of SleekScore regarding the use or abuse of the SleekScore Platform.

13. Term and Termination, Suspension and other Measures

13.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or SleekScore terminate the Agreement in accordance with this provision.

13.2 You may terminate this Agreement at any time by sending us an email, or as we may otherwise direct from time to time. If you cancel your SleekScore Account, any accepted Plan will be automatically cancelled and SleekScore will terminate your Plan and account upon recovering all amounts owed to SleekScore in accordance with these Terms.

13.3 Without limiting our rights specified below, SleekScore may terminate this Agreement for convenience at any time by giving you seven (7) days' notice via email to your registered email address.

13.4 SleekScore may immediately, without notice, terminate this Agreement and/or stop providing access to the SleekScore Platform if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) SleekScore believes in good faith that such action is reasonably necessary to protect the personal safety or property of SleekScore, its Clients, or third parties (for example in the case of fraudulent behavior of a Client).

13.5 In addition, SleekScore may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information regarding a Payment Method or Payout Method or during the SleekScore Account registration, or thereafter, (iv) you at any time fail to meet any applicable quality or eligibility criteria, (v) SleekScore becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly failed to make payments due to SleekScore and in accordance with your Plan, (vii) for any amounts you owe under these Terms that are overdue or in default, or (viii) SleekScore believes in good faith that such action is reasonably necessary to protect the personal safety or property of SleekScore, its Clients, or third parties, or to prevent fraud or other illegal activity:

- cancel any pending or confirmed Plans;
- limit your access to or use of the SleekScore Platform;
- temporarily or permanently revoke any special status associated with your SleekScore Account;
- temporarily or in case of severe or repeated offenses permanently suspend your SleekScore Account and stop providing access to the SleekScore Platform.
- recover any amounts pursuant to your Security.
- limit or temporarily or permanently suspend your use of or access to your Payment Services pursuant to these Terms.

In case of non-material breaches and where appropriate, you may be given notice of any intended measure by SleekScore and an opportunity to resolve the issue to SleekScore' reasonable satisfaction.

Further, for unsuccessful payment due to card expiration, insufficient funds, or otherwise, we may temporarily suspend your access to the Payment Services until we can charge a valid Payment Method.

13.6 If we take any of the measures described above (i) all confirmed Plans will be immediately cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for any Plans that were cancelled.

13.7 When this Agreement has been terminated, you are not entitled to a restoration of your SleekScore Account or any of your Client Content. If your access to or use of the SleekScore Platform has been limited or your SleekScore Account has been suspended or this Agreement has been terminated by us, you may not register a new SleekScore Account or access and use the SleekScore Platform through an SleekScore Account of another Client.

13.8 Sections 5 and 14 to 22 of these Terms shall survive any termination or expiration of this Agreement.

14. Disclaimers

If you choose to use the SleekScore Platform or Collective Content, you do so voluntarily and at your sole risk. The SleekScore Platform and Collective Content is provided “as is”, without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the SleekScore Services, laws, rules, or regulations that may be applicable to your Plan or the

Services you are receiving and that you are not relying upon any statement of law or fact made by SleekScore relating to your Plan.

You agree that some Services or the Payment Services may carry inherent risk, and by participating in such services or enrolling a minor child to participate in such services, you choose to assume those risks voluntarily and you freely and willfully assume those risks by choosing to participate in those Services. You assume full responsibility for the choices you make before, during and after your participation in a Service, a Pkan or the Payment Services. You agree to release and hold harmless SleekScore from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to you during the Services or in any way related to the Services.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

15. Liability

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the SleekScore Platform and Collective Content, any Plans via the SleekScore Platform, use of any Services, participation in the Payment Service, or any other interaction you have with others whether in person or online remains with you. Neither SleekScore nor any other party involved in creating, producing, or delivering the SleekScore Platform, the Services or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the SleekScore Platform, the Services or Collective Content, (iii) from any communications, interactions or meetings with other persons with whom you communicate, interact or meet with as a result of your use of the SleekScore Platform, or (iv) from your acceptance of any Plan, including the provision or use of any Services to you, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not SleekScore has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Clients pursuant to these Terms, in no event will SleekScore' aggregate liability arising out of or in connection with these Terms and your use of the SleekScore Platform including, but not limited to, from your Plans via the SleekScore Platform, or from the use of or inability to use the SleekScore Platform or Collective Content and in connection with any Services, or the Payment Service, exceed the amounts you have paid or owe via the SleekScore Platform as a Client in the twelve (12) month period prior to the event giving rise to the liability, or one hundred Canadian dollars (CAD\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between SleekScore and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. This does not affect SleekScore'

liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

16. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at SleekScore' option), indemnify, and hold SleekScore and its affiliates and subsidiaries, including but not limited to, SleekScore' officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the SleekScore Platform or any SleekScore Services, (iii) your, or anyone enrolled by you (if applicable), participation in any Services, participation in the Payment Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, use or participation, (iv) SleekScore' Collection and Remittance of Listing Taxes, or (v) your breach of any laws, regulations or third party rights.

17. Dispute Resolution and Arbitration Agreement

17.1 Overview of Dispute Resolution Process. SleekScore is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals that bring any claim against SleekScore: (1) an informal negotiation directly with SleekScore, and (2) a binding arbitration administered by The ADR Institute of Canada, Inc. (“**ADRIC**”) using its Arbitration Rules (as modified by this Section 17).

17.2 Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and SleekScore each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact SleekScore by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed in accordance with the Arbitration Rules (available at www.adric.ca/rules-codes/).

17.3 Agreement to Arbitrate. You and SleekScore mutually agree that any dispute, claim or controversy arising out of or relating to these Terms, the Payment Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the SleekScore Platform, the Services, the Payment Service, or the Collective Content (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and SleekScore agree that the arbitrator will decide that issue.

17.4 Exceptions to Arbitration Agreement. You and SleekScore each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

17.5 Modification to ADRIC Arbitration Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, SleekScore agrees that any required arbitration hearing may be conducted, at your option, (a) in Toronto, Ontario; (b) in any other location to which you and

SleekScore both agree; (c) via phone or video conference; or (d) for any claim or counterclaim under \$25,000, by using the Simplified Arbitration Rules of the ADR Institute of Canada, Inc..

17.6 Modification of ADRIC Arbitration Rules - Legal Fees and Costs. You and SleekScore agree that SleekScore will be responsible for payment of the balance of any initial filing fee under the ADRIC Arbitration Rules in excess of \$200 for claims of \$50,000 or less. You may be entitled to seek an award of legal fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the Arbitration Rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, SleekScore agrees it will not seek, and hereby waives all rights it may have under applicable law or the Arbitration Rules, to recover legal fees and expenses if it prevails in arbitration.

17.7 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

17.8 Jury Trial Waiver. You and SleekScore acknowledge and agree that all arbitrable Disputes that may arise is likely to involve complicated and difficult issues and, therefore, we are each irrevocably and unconditionally waiving any right to a trial by jury as to all arbitrable Disputes. You acknowledge that you (a) have considered and understood the implications of this waiver, (b) have made this waiver knowingly and voluntarily, and (c) have been induced to enter into these Terms by, among other things, the mutual waivers and acknowledgements in this Section.

17.9 No Class Actions or Representative Proceedings. You and SleekScore acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class Client in any purported class action lawsuit, class-wide arbitration, or any other representative proceeding as to all Disputes. Further, unless you and SleekScore both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 17.9 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "representative proceeding" waiver in this Section 17.9 is held unenforceable with respect to any Dispute, that waivers may be severed from this Arbitration Agreement and you and SleekScore agree that any representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

17.10 Severability. Except as provided in Section 17.9, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

17.11 Changes. Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if SleekScore changes this Section 17 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and SleekScore (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and SleekScore.

17.12 *Survival*. Except as provided in Section 17.10 and subject to Section 13.8, this Section 17 will survive any termination of these Terms and will continue to apply even if you stop using the SleekScore Platform or terminate your SleekScore Account.

18. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the SleekScore Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the SleekScore Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

19. Applicable Law and Jurisdiction

19.1 The Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law principles, and these laws apply to SleekScore Platform, notwithstanding your domicile, residency or physical location. You hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom, unless we both agree to some other location. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 The SleekScore Platform is intended for use only in jurisdictions where it may lawfully be offered for use. You agree to comply with all applicable laws at all times while accessing or using the Services. You are not permitted to access or use any Services in or from any foreign jurisdiction if it would violate any applicable laws of that jurisdiction or if it would cause SleekScore or any third party to become subject to any applicable laws of that jurisdiction. You are not permitted to access or use the Services in a manner that infringes the rights of any third party.

20. General Provisions

20.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between SleekScore and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between SleekScore and you in relation to the access to and use of the SleekScore Platform.

20.2 No joint venture, partnership, employment, or agency relationship exists between you and SleekScore as a result of this Agreement or your use of the SleekScore Platform.

20.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

20.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

20.5 SleekScore' failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

20.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without SleekScore' prior written consent. SleekScore may, at its sole discretion, without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder. Your right to terminate this Agreement at any time remains unaffected.

20.7 Unless specified otherwise, any notices or other communications to Clients permitted or required under this Agreement, will be provided electronically and given by SleekScore via email, SleekScore Platform notification, or messaging service (including SMS).

20.8 If you have any questions about these Terms please [email us](#).