

Online Banking Verification



Terms and Conditions

Questbank, Questrade, Inc. and Questrade Wealth Management Inc. are wholly owned subsidiaries of Questrade Financial Group Inc. (collectively and each individually referred to as "Company"). Company has engaged Flinks API ("Flinks" and "Flinks Service") for client bank account verification and client cash-flow analysis. Your use of Flinks Service from within the Company website (the "Website") is subject to the following terms.

1. **Proprietary Rights:** You are permitted to use information, data or other materials delivered to you through the Flinks Service only with the Website. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, you agree not to reverse engineer or reverse compile any of the Flinks Service technology.

2. **Third Party Accounts: By using the Website and the Flinks Service, you are authorizing the Company and Flinks to perform the following actions:**

- a) link to the bank accounts designated by you, on your behalf;
- b) validate and verify account information for your pre-authorized debits to the Company;
- c) review banking transactions to verify income and cash flow for the purpose of mortgage loan application approval; and
- d) collect and store financial transactions recorded in the banks accounts designated by you from up to the past 12 months.

You hereby authorize and permit the Company to use the information submitted by you to accomplish the foregoing, to take all necessary steps to ensure that the linked bank accounts belong to you and to configure the Flinks Service so that it is compatible with the online banking service providers for which you submit your information. You further authorize and permit the Company to use information collected through the Flinks Service in accordance with the Company's Privacy Policy which can be viewed on our website in the Privacy Center.

Except for the limited technology integration relationships described above, you understand that the Company has no relationship to, affiliation, or connection with any online banking service providers available for use with the Website and the Flinks Service. The Website and the Flinks Service are not endorsed or sponsored by any such banking service providers. You agree that the Company assumes no responsibility and shall incur no liability with respect to the acts, omissions, or decisions of any such online banking site. You acknowledge and agree that the Company may not maintain the same level of security against unauthorized access to your account information as the online banking sites that you authorize the Company to retrieve information from on your behalf.

3. **Disclaimer of warranties:** You expressly understand and agree that:

- a) Your use of the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service is at your sole risk. The Flinks Service is provided on an "as is" and "as available" basis. The Company and Flinks expressly disclaim all warranties of any kind as to the Flinks Service and all information, products and other content (including that of third parties) included in or accessible from the Flinks Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

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

c) Any material downloaded or otherwise obtained through the use of the Flinks Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from the Company or Flinks through or from the Flinks Service will create any warranty not expressly stated in these terms.

4. Limitation of liability: You agree that neither the Company, Flinks, any of their respective affiliates, banking service providers nor any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Company or Flinks has been advised of the possibility of such damages, resulting from:

a) the use or the inability to use the Flinks Service;

b) the cost of getting substitute goods and services;

c) any products, data, information or services purchased or obtained, or messages received or transactions entered into, through or from the Flinks Service;

d) unauthorized access to or alteration of your transmissions or data;

e) statements or conduct of anyone on the Flinks Service;

f) the use, inability to use, unauthorized use, performance or non-performance of any third-party account provider site, even if the provider has been advised previously of the possibility of such damages; or

g) any other matter relating to the Flinks Service.

5. Indemnification: You agree to protect and fully compensate the Company, Flinks and their respective affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Flinks Service, your violation of these terms and conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

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