

**Yesterpay Holdings Inc.  
Website Terms of Use**

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These terms are a legal agreement (the “**Agreement**”) between Yesterpay Holdings Inc. (“**we**”, “**us**” or “**Yesterpay**”) and you. You should read all the terms, these terms apply to the Yesterpay website and any updates and new features that we may introduce from time to time. If new terms accompany any of those updates or new features, then those terms will apply. By using this website, you accept these terms. If you do not accept them, do not use the website. You are bound by these terms even if you do not read all the terms.

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1. **Definitions:**

- a. “**Website**” means the Yesterpay website. The term “Website” specifically includes any new features that we may introduce from time to time under these terms, together with any content that we have uploaded or input;
  - b. “**Offering Memorandum**” means the offering memorandum of Yesterpay, as may be amended or updated from time to time;
  - c. “**users**”, “**you**” and “**your**” refer to any users of the Website.
2. **NO SOLICITATION: This Website is not intended to solicit investment funds in any jurisdiction**, nor does it constitute a solicitation or offer to sell or purchase securities of Yesterpay Holdings Inc. or any of its associates, affiliates and related entities. There are a number of risks associated with investments, any one of which could adversely affect Yesterpay or its securities. These risks are set out in the Offering Memorandum relating to any investment opportunity which is described on the Website. Investors should review these risks with their legal and financial advisors prior to investing. Any formal offer of product or securities will only be accompanied by formal offering documentation or other definitive materials that have been prepared in accordance with applicable law specifically for the purposes of making such offer. The documents and information available within this Website are not intended to provide you with any financial, accounting, tax or legal advice. You should consult your own advisors prior to making any investment decisions.
3. **Forward-Looking Information:** This Website may contain forward-looking information and statements within the meaning of applicable securities laws. Forward-looking statements often, but not always, identified by words such as “anticipate”, “believe”, “expect”, “intend”, “should”, “should be” and similar expressions, have been used herein to identify forward-looking information. This forward-looking information and the related statements are based upon factors, expectations and assumptions reflected in the forward-looking statements that are reasonable at this time but no assurance can be given that these factors, expectations and assumptions will prove to be correct. The forward-looking information and statements included in this Website are not guarantees of future performance and should not be unduly relied upon. Actual results may differ from expected results for a variety of reasons including, but not limited to, those risk factors described further in the Offering Memorandum and other factors beyond our control. Past performance and historical information may not be indicative of future results and there is no way for Yesterpay to guarantee the future performance of Capital Now Inc.’s factoring business. You should not rely on any information on this Website as a forecast or projection of probable returns, if any, as many assumptions and risks may be applicable.

We assume no obligation to update or revise this Website or any forward-looking information to reflect new events or circumstances other than as may be required by applicable laws.

4. **Access:** You may access and use the Website for personal use.
5. **Intellectual Property Rights:** You agree that the Website, trade-marks, intellectual property rights, related thereto, are owned by us or our licensors, and you will not contest or challenge

such ownership. All other company names and logos displayed on our sites may be trade-marks of their respective owners.

6. **General Disclaimers:** While we strive for accuracy and completeness, we do not provide any guarantee or warranty with respect to the Website. We expressly disclaim any and all liability in connection with our Website. Since some content has been provided by others and/or compiled by us from a variety of sources including third-party providers, it is provided to you "as is" and "as available". We do not warrant or make any representations of any kind regarding the use or the results of the use of our Website, in terms of their correctness, accuracy, reliability, or otherwise. The content on this Website could include technical inaccuracies or typographical errors. WE ASSUME NO RESPONSIBILITY TO YOU OR ANY THIRD PARTY FOR ANY ERRORS OR OMISSIONS OF ANY KIND IN THE CONTENT, AND DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO THE CONTENT ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND/OR CONDITIONS OF NON INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **RELEASE & LIMITATION OF LIABILITY:** IN THE EVENT OF AN ALLEGED LOSS OR CLAIM BY YOU, YOU RELEASE AND WAIVE ANY CLAIMS AGAINST US. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOU AGREE THAT (A) OUR AGGREGATE LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE FEE, IF ANY, PAID BY YOU TO ACCESS THE WEBSITE OR THE AMOUNT OF \$10.00, WHICHEVER IS GREATER.
8. **Jurisdiction & Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada and the federal laws applicable therein. In the event of any dispute arising under this agreement, you agree to submit to the jurisdiction of the courts in the Province of Alberta, Canada.
9. **Downtime:** The Website may experience temporary downtime as we perform routine maintenance or updates.
10. **Linked Sites:** Links available on our sites may link to third-party websites not maintained or controlled by us and we provide these links for your convenience, and we are not responsible for the contents or accuracy of any linked site.
11. **Changes:** Changes to this agreement may be made from time to time by us, and the modified form of the agreement will take effect 15 days after posting on our site(s). Continued use of the Website after the effective date will indicate your acceptance of the amended terms. No amendment shall apply to any dispute of which we had actual notice on the date of amendment, or to any dispute which arose prior to the date of amendment. To improve our systems, we reserve the right to change or remove any of our content, functionality or features from the Website, in whole or in part, at our sole discretion, at any time, without notice.
12. **Survival:** All terms which require performance by the parties after the expiry or termination of this agreement, will remain in force despite this agreement's expiry or termination for any reason. The following terms shall survive the termination of this agreement: 5, 6, 7 and 8.
13. **Miscellaneous:** You may not assign or transfer the rights granted to you under this agreement without our prior written consent. We may assign this agreement to a third-party upon written notice to you. This agreement constitutes the entire agreement between us and you with respect to your use of the Website. Any failure by us to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. If any of the terms and conditions of this Agreement are determined to be void, invalid or otherwise

unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions. The parties have required that this agreement and all related documents be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. This agreement may be agreed to by electronic acceptance.

END OF TERMS