

TERMS AND CONDITIONS OF USE

1. Accepting the WouldPay Terms & Conditions

This User Agreement (the “**Agreement**”) is a contract between you (the “**User**”) and WouldPay Inc., a Quebec company (“**WouldPay**”, “**we**” or “**us**”). You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our website located at wouldpay.ca (the “**Site**”) and related software and services (collectively with the Site, the “**WouldPay Platform**”).

WouldPay may make modifications, deletions and/or additions to this Agreement (“**Changes**”) at any time. Changes will be effective: (i) thirty (30) days after WouldPay provides notice of the Changes, whether such notice is provided through the Site user interface, is sent to the email address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.

Your access to and use of the WouldPay Platform is also governed by information, guidelines and policies made available on the Site, including but not limited to the WouldPay Privacy Policy. To the extent that there are any conflicts between the terms and conditions of this Agreement and the WouldPay Platform, the terms and conditions of this Agreement will govern.

YOU UNDERSTAND THAT BY USING THE WOULDPAY PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE WOULDPAY PLATFORM. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “USER”, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

2. Defined Terms

- (a) “**Buyer**” means a member who states what they would be willing to pay for certain goods or services on the WouldPay Platform;
- (b) “**Seller**” means a member who offers services through the WouldPay Platform;
- (c) “**member**” means a person who signs up by creating an account on the WouldPay Platform and accepting these terms;
- (d) “**Third Party Content**” means information and materials (excluding items) contained on the WouldPay Platform provided to WouldPay by third parties;
- (e) “**WouldPay Content**” means all the content that we have put on the WouldPay Platform (including, without limitation, HTML, text, audio, video, white papers, press releases, data sheets, product descriptions, software and FAQs and other content) and excludes Member Content and Third Party Content;
- (f) “**Member Content**” means everything that you post on the WouldPay Platform, or send via the WouldPay Platform to other members and to us including items, files, communications and materials.

3. **The WouldPay Platform**

Wouldpay operates a sales leads platform. Member Buyers are invited to share with member Sellers the conditions under which they would be willing to pay for certain goods or services, and Sellers may communicate an offer for said good or service to the Buyer (“the Offer”). Upon the acceptance of the Offer by the Buyer, the members may complete the transaction under the agreed upon conditions.

WouldPay is not a service company and does not provide services or manage individual members or their work, in any manner. We provide a platform; we do not take part in any subsequent transaction between the Buyer and the Seller.

4. **Access to the Site**

You need to be 13 years or over to browse the Site. We do not knowingly collect any information from anyone under the age of 13. When browsing the Site you agree to follow our guidelines or instructions and keep in mind that this Agreement applies to any use of the Site whether or not you are a member.

5. **Membership**

Age: You need to be 18 years or over to become a member.

Benefits: Membership is free. When you become a member you get a WouldPay account. Your membership will allow you to act as a Buyer where you state the conditions under which you would be willing to pay for certain goods or services, or as a Seller where you may communicate an offer for said good or service to the Buyer.

Your responsibility: You promise that information you give us is true, accurate and complete and that you will keep your account information up-to-date (including a current email address). You are responsible for any use of the WouldPay Platform that occurs in conjunction with your username and password so keep your password secure and do not let any other person use your username or password. If you realize there is any unauthorized use of your password or any breach of security you need to let us know immediately at hello@wouldpay.ca. By using your member account, you acknowledge and agree the WouldPay’s account security procedures are commercially reasonable. You may not allow third parties to use this password to perform any action under your member account. Your membership is not transferrable. Each member account must be used by only one person, and each person is allowed to use only one member account. WouldPay reserves the right to validate member information at any time, including but not limited to validation against third party databases or the verification of one or more official government or legal documents that confirm the member’s identity. You authorize WouldPay, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial instruments. Failure to provide information about you and your business when requested is a violation of this Agreement.

By using the WouldPay Platform, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction which restricts the use of the WouldPay Platform because of age, or restricts the ability to enter into agreements such

as this one due to age, you must abide by such age limits and you must not use the WouldPay Platform. By using the WouldPay Platform, you represent and warrant that you are at least 18 years old. By using the WouldPay Platform, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. For greater certainty and without limiting the foregoing, if you are agreeing to these terms on behalf of an entity (like your employer), then you are doing so with the right, authority and capacity to do so. When using the WouldPay Platform you agree to comply with all applicable laws of the nation, the country, state, province and city in which you are present while using the WouldPay Platform.

Restrictions: You are not (a) a citizen or resident of a country in which use or participation is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to Canadian or U.S. export control laws and regulations, or other economic sanction rules of any sovereign nation.

6. Expectations

WouldPay expects a consistent and high level of courtesy, respect and professionalism from all of its members toward each other. Members agree to use good judgment when posting information, comments, or other content regarding other members, WouldPay or any third party anywhere within the WouldPay Platform. Members may be held legally responsible for damages suffered by other members, WouldPay or any third party as a result of legally actionable or defamatory comments, remarks, or other information or content posted to the WouldPay Platform. All members are to comply with all laws applicable to them or to their activities, and with all posted policies, which are hereby incorporated into this Agreement by reference. These policies may be modified from time to time at WouldPay's discretion, and the currently effective policies will be deemed to be part of this Agreement.

When submitting any content to or otherwise using the WouldPay Platform, you agree not to post or transmit to or from the WouldPay Platform:

- any unlawful, hateful, racially or ethnically offensive, threatening, libellous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law;
- any material or content that infringes, misappropriates or violates any third party rights, including but not limited to copyright, trademark, patent right or other proprietary right of any third party;
- any falsehoods or misrepresentations that could damage us, our users or any third party;
- any private information concerning another person, without their permission;
- anything which impersonates another person or represents yourself as affiliated with us, our staff or other industry professionals;

- anything which solicits a user's password or other account information;
- anything which harvests user names, addresses, or email addresses for any purpose; and
- any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems.

You will not access (or attempt to access) the WouldPay Platform by any means other than the interface provided, and you will not use information from the WouldPay Platform for any purpose other than the purpose for which it was made available. You will not engage in any activity that interferes with or disrupts the functioning of the WouldPay Platform. You will not upload or attach an invalid or malicious or unknown file. You will not insert any external links that may be malicious or unknown to you, or used for offering any goods or services other than Services.

You do further hereby agree to use the WouldPay Platform for lawful purposes only, and not for any immoral or harmful activities. You agree that you will not do any of the following while using or accessing the WouldPay Platform:

- attempt to access or search the WouldPay Platform or download content from the WouldPay Platform through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers;
- access, tamper with, or use non-public areas of the WouldPay Platform, our computer systems, or the technical delivery systems of our providers;
- gather and use information, such as other users' names, real names, email addresses, available through the WouldPay Platform to transmit any unsolicited advertising, junk mail, spam or other form of solicitation;
- use the WouldPay Platform for any commercial purpose or for the benefit of any third party or in any manner not by this Agreement;
- violate any applicable law or regulation;
- use the WouldPay Platform in an unlawful, immoral or harmful manner; or
- advocate, encourage, or assist any other individual to doing any of the foregoing.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

WouldPay is not legally responsible for any remarks, information or other content posted or made available on the WouldPay Platform by any member or third party, even if such information or content is defamatory or otherwise legally actionable. WouldPay is not legally responsible for any negative outcome of the relationship between Sellers and Buyers or

between members. WouldPay is not responsible for and does not monitor or censor content for accuracy or reliability. However, WouldPay reserves the right to remove or restrict access to any information or content posted or made available on the WouldPay Platform if ordered to do so by a government authority or if WouldPay, in its sole discretion, considers such information or content to be in violation of this Agreement.

7. **Resulting transactions**

Should the Buyer and the Seller elect to enter into a transaction, a sales agreement, or any other type of arrangement as a result of connecting on WouldPay, or as a result of other further or former purchases, WouldPay is in no way a party to any the transaction.

WouldPay does not make any express or implied promises about the WouldPay Platform, its members, or the products or services offered by the Sellers.

WouldPay does not recommend or prefer the services of any particular Seller. WouldPay.ca makes no representation and offers no guarantees concerning the qualifications or the service quality offered by sellers on this site. WouldPay.ca does not verify the quality, qualifications or professionalism of the Sellers. **It is the sole responsibility of the buyer to ensure they are satisfied with the qualifications of the sellers before entering into a contract with them.**

WouldPay cannot be held responsible for any damages resulting from the use of this site, including damages that are incidental, special or punitive, stemming from or related to services offered by a buyer or sellers who are using the WouldPay.ca site.

8. **Intellectual Property**

WouldPay Content and Feedback: WouldPay alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the WouldPay Platform, WouldPay Content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the WouldPay Platform (collectively "**Feedback**"). You are not required to provide any Feedback to us. To the extent you do provide any Feedback to us, you agree to assign and hereby do assign to us all right, title and interest in and to such Feedback, and you do hereby waive and renounce any moral rights you may have in the Feedback in favour of us, and agree that WouldPay may freely utilize such Feedback without compensation to you. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the WouldPay Platform, or any intellectual property rights owned by WouldPay. The WouldPay name, logo, and the product names associated with the WouldPay Platform (excluding the items) are trademarks of WouldPay or third parties, and no right or license is granted to use them.

Third Party Content: In addition to WouldPay Content, the WouldPay Platform may contain Third Party Content. Third Party Content is the copyrighted work of its owner, who expressly retains all right title and interest in and to the ThirdParty Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to this Agreement, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party

for further information regarding any such different and/or additional terms of use applicable to Third Party Content.

Limited WouldPay Content License: We grant you the limited, revocable, non-transferable, non-exclusive right to use the WouldPay Content by displaying the WouldPay Platform your computer, and downloading and printing pages from the WouldPay Platform containing WouldPay Content, under the condition that (i) such activity is solely for your personal, education or other non-commercial use, (ii) you do not modify or prepare derivative works from the WouldPay Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any pages or WouldPay Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the WouldPay Content and (v) you do not copy any WouldPay Content to any other media or other storage format.

Trademarks: All trademarks, service marks and logos included on the WouldPay Platform (“**Marks**”) are the property of WouldPay or third parties, and you may not use such Marks without the express, prior written consent of WouldPay or the applicable third party.

Copyright, trademark and intellectual property claims: We respect the intellectual property rights of others and we require that Sellers do the same. If you believe that an item or Member Content infringes an intellectual property right (including copyright) please contact us at hello@WouldPay.ca

External Links: The WouldPay Platform may contain links to other websites that are not owned or operated by the WouldPay, and you agree that the WouldPay provides links to such websites solely as a convenience and has no responsibility for the content or availability of such websites, and that WouldPay does not endorse such websites or any products or services associated therewith. Your use of such websites will be subject to the terms of use applicable to each such website.

9. **Confidential Information**

We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we cannot promise that your use of the WouldPay Platform will be confidential, and we cannot promise that any information you provide to us is perfectly secure. While using the WouldPay Platform, you may also become aware of confidential information about us or another member. You promise to not disclose any confidential information made available to you through the WouldPay Platform to any other person.

10. **Agencies and Agency Members**

An “**Agency**” is an organization seeking to make money on WouldPay by selling the services of Agency Members. An “**Agency Member**” is a member under agreement to do work on the WouldPay Platform on behalf of an Agency. An Agency must have a manager responsible for the actions of all its members, including its Agency Members, administrators in charge of maintaining the Agency’s finances, roster, and profile, and staffing managers in charge of finding and supervising items. One Agency Member may serve in all or multiple roles. Every person who will do work for an Agency must have an individual member account associated with that person’s Agency on WouldPay. If an Agency Member is no longer working for an Agency, the Agency may not use the member’s profile in any way. Members leaving an Agency must contact the Agency Manager to remove their association. Agencies

may not refuse to release an Agency Member. When leaving the Agency, Agency Members keep their accounts. Their histories are meant to reflect work done by them. The Agency's work will retain the items of members who have since left the Agency. An Agency that requests the immediate suspension of a member must provide the documents and supporting legal authority that prove, to WouldPay's satisfaction, that the member has breached a non-compete agreement or a WouldPay policy.

11. **Enforcement of Agreement and Policies and Termination**

WouldPay has the right, but not the obligation, to suspend or cancel your access to the WouldPay Platform if it believes that you have violated or acted inconsistently with the letter or spirit of this Agreement or violated our rights or those of another party. Without limiting WouldPay's other remedies, we may suspend or terminate your account, use self-help in connection with our rights to reclaim any available funds, and refuse to provide any further access to the WouldPay Platform to you if: (i) you breach any terms and conditions of this Agreement or other written policies and procedures posted on the WouldPay Platform; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause legal liability for you, our members or for WouldPay. Once suspended or terminated, you MAY NOT continue to use the WouldPay Platform under a different account or reregister under a new account. If you attempt to use the WouldPay Platform under a different account, we reserve the right to reclaim available funds in that account and/or use an available payment methods to pay for any amounts outstanding. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. When your member account is cancelled, you may no longer have access to any parts of the WouldPay Platform, including data, messages, files and other material you keep on WouldPay.

WouldPay may also in its sole discretion and at any time discontinue providing access to the WouldPay Platform, or any part thereof, with or without notice. You agree that any termination of your access to the WouldPay Platform or any account you may have or portion thereof may be effected without prior notice, and you agree that WouldPay shall not be liable to you.

These remedies are in addition to any other remedies WouldPay may have at law or in equity.

You may terminate this Agreement at any time by ceasing all use of the WouldPay Platform and requesting WouldPay to cancel your account (if any) via email sent to hello@wouldpay.ca.

12. **Indemnity**

By entering into this Agreement and using the WouldPay Platform, you agree that you shall defend, indemnify and hold WouldPay, its shareholders, subsidiaries, affiliates, officers, directors, employees, attorneys and agents (collectively the "**WouldPay Group**") harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) any content or items you post to the WouldPay Platform; (c) your violation of any rights of any third party, or (d) your use or misuse of the WouldPay Platform,

except in each case solely to the extent any of the foregoing arises directly from the gross negligence or willful misconduct of WouldPay.

If you are a Buyer, you agree that the WouldPay Group is not responsible for, and you release the WouldPay Group from liability arising out of or in connection with (a) the items on the WouldPay Platform; (b) information provided by authors about their items (including on any item page); and (c) your use of items from the WouldPay Platform.

13. **Limitation of Liability**

IN NO EVENT SHALL THE WOULDPAY GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF (OR INABILITY TO USE) THE WOULDPAY PLATFORM OR WITH RESPECT TO THE ITEMS EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO WOULDPAY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR THE AMOUNT OF FIFTY DOLLARS (50\$), WHICHEVER IS GREATER. IN NO EVENT SHALL THE WOULDPAY GROUP BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE WOULDPAY GROUP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WOULDPAY PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WOULDPAY PLATFORM, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON OR WITHIN THE WOULDPAY PLATFORM. THE FOREGOING EXCLUSIONS SHALL APPLY EVEN IF THE WOULDPAY GROUP HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING THE WOULDPAY PLATFORM (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY MEMBERS OR ITEMS AND YOU EXPRESSLY WAIVE AND RELEASE THE WOULDPAY GROUP, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE WOULDPAY PLATFORM, OR IN ANY WAY RELATED TO THE THIRD PARTIES AND TO THE ITEMS. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE OR PROVINCE, INCLUDING WITHOUT LIMITATION THE PROVINCE OF QUEBEC), WHICH READS AS FOLLOWS: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"**.

YOU UNDERSTAND THAT BY USING THE WOULDPAY PLATFORM, YOU MAY BE EXPOSED TO CONTENT THAT IS POTENTIALLY OFFENSIVE OR OTHERWISE

OBJECTIONABLE, AND THAT YOU USE THE WOULDPAY PLATFORM AT YOUR OWN RISK.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, WOULDPAY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. **Warranty**

WOULDPAY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SAFETY, ACCURACY OR COMPLETENESS OF THE WOULDPAY PLATFORM. WOULDPAY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WOULDPAY PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE WOULDPAY PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF THE WOULDPAY PLATFORM, AS WELL AS ANY ITEMS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WOULDPAY PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE WOULDPAY PLATFORM WILL BE CORRECTED, OR (F) THE WOULDPAY PLATFORM OR THE SERVER(S) THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WOULDPAY PLATFORM IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY WOULDPAY. WOULDPAY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE WOULDPAY PLATFORM, AS WELL AS ANY ITEMS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE WOULDPAY PLATFORM. WOULDPAY DOES NOT VERIFY THE OWNERSHIP OR INTELLECTUAL PROPERTY RIGHTS OF THE CONTENT ON THE WOULDPAY PLATFORM OR THE ITEMS, NOR HOW ANY USER MAKES USE OF THE CONTENT OR ITEMS, AND SHALL HAVE NO LIABILITY RELATING THERETO. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WOULDPAY PLATFORM, THE CONTENT AND ITEMS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. **Internet Delays**

THE WOULDPAY PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC

COMMUNICATIONS. WOULDPAY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES OF WHATSOEVER NATURE RESULTING FROM SUCH PROBLEMS.

16. **Notice**

WouldPay may give notice by means of email to your email address on record in your member account information, or by written communication sent by first class mail or pre-paid post to your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice, and address any complaint or claim to WouldPay (such notice, complaint or claim shall be deemed given when received by WouldPay) at any time by means of email to hello@wouldpay.ca.

17. **Assignment**

This Agreement may not be assigned by you (whether in whole or in part) without the prior written approval of WouldPay. This Agreement may be assigned without your consent (in whole or in part) by WouldPay, including, without limiting the foregoing, to (i) a parent or subsidiary, (ii) an acquirer of assets or shares, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

18. **Controlling Law and Jurisdiction**

a. *General:* This Agreement and any action related thereto will be governed by the laws of the Province of Quebec without regard to its conflict of laws provisions. Subject to the rest of this Section, the exclusive jurisdiction and venue of any action in relation to this Agreement will be the District of Montreal and each of the parties hereto waives any objection to jurisdiction and venue in such courts. However, in the event of the actual or threatened infringement, misappropriation or violation of WouldPay's copyrights, trademarks, trade secrets, patents or other intellectual property rights, WouldPay may, at its discretion, institute legal proceedings in any jurisdiction(s) which is (are) deemed necessary or advisable.

b. *Dispute Resolution:*

Arbitration: You and WouldPay agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the WouldPay Platform (collectively, "**Disputes**") will be settled exclusively by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you are waiving the right to participate as a plaintiff in any purported class action or representative proceeding. Further, unless both you and WouldPay otherwise agree in writing, the arbitrators may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided

in the preceding sentence, this “Dispute Resolution” section will survive any termination of this Agreement.

Arbitration Rules: The arbitration will be subject to article 940 and following of the Code of civil Procedure (Quebec).

Arbitration Location: Unless you and WouldPay otherwise agree, the arbitration will be conducted in the Province of Quebec, City of Montreal.

Decision: The arbitrators will render an award within the time frame specified in the Code of civil Procedure (Quebec). Such decision will include the essential findings and conclusions upon which the arbitrators based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Any damages granted by the arbitrators must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable.

Fees: The arbitrators shall determine who is responsible to pay the fees associated with the arbitration.

19. **General**

No joint venture, partnership, employment, or agency relationship exists between you, WouldPay or any third party provider as a result of this Agreement or use of the WouldPay Platform. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of WouldPay to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by WouldPay in writing. This Agreement comprises the entire agreement between you and WouldPay and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

You have requested and agreed that this Agreement be drafted in English. Vous avez demandé et accepté que cette convention soit rédigée en anglais.