

This Agreement is a binding contract between Fundstream Inc. (“FundScrip”, “We” or “Us”) and your fundraising group and you as the program administrator (the “Group” or “you”) for the Group’s participation in the FundScrip program (the “Program”).

THE GROUP ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND AGREES TO BE BOUND BY THEM AND ANY NOTICES AND DISCLAIMERS DISPLAYED ON THE FUNDScrip WEBSITE (THE “WEBSITE”).

1. **Information:**

- (a) **Information:** The Group agrees to provide FundScrip with accurate, complete and current information regarding the Group and its Group Administrator, as set out in section 2 below, and the Beneficiary (if different from the Group) failing which, FundScrip may terminate the Group’s participation in the Program.
- (b) **Use of the Information:** FundScrip may use the information provided by the Group under subsection 1(a), such as the Group’s name and location, as well as any information regarding any funds collected or donated to the Beneficiary under the Program, for promotional purposes, without compensation. All the information provided will be treated in accordance with the FundScrip Privacy Policy (the “Privacy Policy”)

2. **Group Administrator:** The Group shall appoint a Group Administrator. The Group represents and agrees that: (a) the Group Administrator is an individual that has reached the age of majority according to the laws where he or she resides and has the full power and authority to bind the Group; and (b) the Group Administrator is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

3. **Intellectual Property Rights:** The design of the Website and all material, content and information it contains or used in connection with it including but not limited to, the domain name FundScrip.com, as well as all software, graphics, photographs, images, animations, videos, audio, texts and logos (collectively the “IP”) are owned by FundScrip, its affiliates or licensors, as applicable, and are protected by copyright, trademark, patent or other intellectual property rights and shall not be used other than for the lawful use of the Website in accordance with this Agreement or subject to the prior written consent of FundScrip.

4. **FundScrip Emails, Notifications and Advertising:** All communications relating to the Program, such as system emails and Program-related notifications, shall be sent to the Group Administrator, and the Group will be solely responsible for the dissemination of any such communications to the Group’s supporters (each being a “Supporter” and collectively, the “Supporters”).

5. **Cheque Payment From Supporters:** As a form of payment, FundScrip does not accept any cheques directly from Supporters. In the event the Group accepts cheques from a Supporter, You agree that the Group will pay FundScrip with a payment method acceptable to FundScrip.

6. **Donations and Payments**

- (a) As part of the registration process, Supporters shall be prompted to select a beneficiary (a “Beneficiary”) (which may be the Group, but is not required to be) to receive their donations made through the Program. The Supporter may re-designate the Beneficiary to which such donations will be made at any time before the funds are remitted to the Beneficiary pursuant to paragraph (d) below.
- (b) Pursuant to a separate agreement between FundScrip and each Supporter (the “Supporter Terms & Conditions”), each successful FundScrip order placed by a Supporter contains a donation amount made by a Supporter to a

Beneficiary (the “**Donations**”). Pursuant to the Supporter Agreement, the Supporter appoints FundScrip as his or her agent to hold these Donations until they are remitted to a Beneficiary on behalf of the Supporter.

- (c) FundScrip will periodically remit the Donations to the Beneficiaries. In so doing, it will be acting solely as agent on behalf of the Supporter and hence the donating party shall at all times be the Supporter. FundScrip’s role shall be strictly limited to processing the various orders placed by the Supporters, holding the Donations on their behalf until remitted to the Beneficiaries, and remitting the Donations to the Beneficiaries. FundScrip is not a registered charity and hence will not issue any tax receipts in connection with the Donations made by Supporters. Where a Beneficiary is a registered charity, FundScrip will provide all necessary reporting to the Beneficiary when remitting funds to enable it to issue an official donation receipt to the Supporter. However, the Beneficiary has sole discretion to determine whether it will issue an official donation receipt in respect of any gift from a Supporter. You further acknowledge and agree that the Canada Revenue Agency has not rendered any decision regarding the deductibility of Donations by FundScrip Supporters as charitable donations for tax purposes. And as such, You acknowledge and agree that any tax receipts issued by the Group shall be so issued at the Group’s sole risk, and shall not engage the liability of FundScrip in any manner.

(d) **Payment of Donations:**

- i. FundScrip shall pay the Donations to the Beneficiary, via electronic funds transfer ("EFT") or by any other payment method deemed acceptable by FundScrip. The frequency of remittances to Beneficiaries shall be in accordance with the FundScrip Beneficiary payment policy. The Beneficiary can request payment in accordance with the FundScrip Beneficiary payment policy as posted on the FundScrip Website.
- ii. Adjustment: FundScrip shall deduct from the Donations charges incurred by FundScrip in connection with the processing and delivery of Supporter orders, which charges may include, but are not limited to, shipping charges and fees associated with the processing of credit, debit or any such other method of payment.

- 7. **Delivery:** Where so designated by a Supporter, the Group shall be responsible for receiving delivery of the Cards ordered by its Supporters from FundScrip and in turn distributing the Cards to each Supporter.

- 8. **Returns and Refunds:** All gift cards and/or other prepaid products, whether plastic or electronic, purchased through the Program (collectively the “**Cards**”) are non-refundable, unless otherwise decided by FundScrip. Where applicable, returned Cards must be accompanied by a “Return Authorization Form”. Refunds will be subject to a restocking fee and upon FundScrip’s determination that the returned Card is in its original (New) condition and has not been used. All costs associated with the return or refund of a Card shall be assumed by the party requesting the return or the refund. The amounts refunded (less any applicable fees) shall be credited to the Supporter’s FundScrip account, or refunded in accordance with FundScrip’s policies as posted on its Website.

9. **Participating Retailers:**

- (a) **Change in Participating Retailers:** Retailers participating in the Program (a “**Participating Retailer**”) can change at any time. FundScrip does not guarantee that any Participating Retailer will remain a Participating Retailer. The Group is responsible to inform all the Supporters that the Cards shall be subject to the limitations, terms, conditions and/or rules imposed by the issuing Participating Retailer. FundScrip will endeavour (although is no way obligated) to post any applicable limitations, terms, conditions and/or rules of a Participating Retailer on the Website.
- (b) **Limitation of Liability re: Participating Retailers:** FundScrip is not an agent for any Participating Retailer. All Participating Retailers operate independently and are in no way under the control of FundScrip whether in connection with the Program or otherwise. FundScrip is not liable in any way: (i) for any Participating Retailer that is

no longer in business, changes its place of business or for any action, product or content of thereof; and (ii) in connection with any Supporter's participation in any offers or promotions of a Participating Retailer, or the cancellation or modification of any such offer or promotion.

10. **Fees:**

- (a) **Participating Retailer Fees:** Participating Retailers may also charge fees in the description of their offers, which fees may be modified at their sole discretion.

11. **Prohibited Acts:** The following acts are strictly prohibited:

- (a) the sale, assignment or transfer of this Agreement;
- (b) the submission of any false, inaccurate, incorrect or misleading information;
- (c) the unlawful access to, or interference with, FundScrip's systems and/or communications including, without limitation, causing a breach of security with respect to the Website or any Group or Supporter account;
- (d) the use, posting or dissemination on the Website or the participation in the FundScrip program of: any language that is abusive, hateful, profane, obscene, or slanderous, or the impersonation of other Supporters; anything of an advertising or promotional nature; hyperlinks; matters that infringe any intellectual property right of any third party; viruses or computer programs that could affect the function of external computers and spam;
- (e) the financing of a terrorist or suspected terrorist organization;
- (f) providing access to any unauthorized third party to the Program or any information, data, text, links, images, software, communications and other content which belongs to FundScrip;
- (g) engage in any activity that does not comply with Canadian law or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program, such as money laundering, or committing fraud; and
- (h) any activity that FundScrip may deem as being contrary to the purpose of the Website and the Program.

12. **Discontinuation of the Program or Termination of Use:** FundScrip may decide at any time to:

- (a) discontinue transmitting all or any part of the content related to the Program;
- (b) change, discontinue or limit access to the Program or any functionality, feature or other component thereof; or
- (c) suspend or terminate the Group's participation in the Program, for any breach or violation of this Agreement or any action that FundScrip may deem to be contrary to the business interests or reputation of FundScrip or the Program.

13. **Limitation of Liability:**

- (a) **Disclaimer of Warranty:** The Website is provided solely on an "AS IS" and "AS AVAILABLE" basis, and FundScrip disclaims any and all warranties, regarding the operation of, or any material contained on the Website. FundScrip does not warrant that the Website and/or the services (the "**Services**") it provides will be uninterrupted, timely or error-free, that defects will be corrected or that the Website, the Services, FundScrip's servers or electronic mailings sent on behalf of FundScrip will be free from viruses or bugs.
- (b) **Disclaimer of Liability:** FundScrip, its affiliates or any of their respective directors, officers, employees, representatives, or any third party content/service providers shall not in any way be liable for any injury, loss, or direct, indirect damages resulting from, arising out of or in any way in connection with the use of the Website.

14. **Indemnity:** The Group agrees to defend, indemnify and hold harmless FundScrip and any affiliate, and their respective directors, officers, employees, shareholders, agents and representatives from and against all liabilities, actions, claims

and expenses, including legal fees, resulting from, arising out of or relating to a Supporter's use of the Website and any breach of these terms and conditions or any third party rights.

15. **Third Party Links:** The Website may contain links to websites that are neither owned, controlled or operated by FundScrip or its affiliates. They are provided for convenience purposes only and the use of these links will cause the user to leave the Website. The Group agrees that FundScrip and its affiliates are not responsible in any way for any content, materials or information contained on any such website. The Group agrees that use of any links is at the sole risk of the user.

16. **Claims:**

- (a) Where the Group is responsible to take delivery of the Cards as set out in section 7 of this Agreement, the Group agrees that it shall be solely responsible for the distribution and loss of any Cards ordered by its Supporters and delivered to the Group as of the date of delivery.
- (b) FundScrip validates and confirms each order prior to shipment of the Cards to ensure 100% accuracy. In the event of an apparent error or omission in the delivery of Cards, the Group will be fully responsible to report to FundScrip any such error or omission within twenty-four (24) hours following delivery of the Cards. Once the error or omission has been confirmed and the Card delivered in error is in its original (New) condition and has not been used, and subject to FundScrip's prior consent, the Group may return any such Card at FundScrip's sole cost and expense, and FundScrip shall ship the correct or missing Card, as applicable, as soon as is commercially feasible.
- (c) The Group must notify FundScrip in the event a shipment is not received by the delivery commitment date and by the shipment delivery time. Once notified, FundScrip shall use all commercially reasonable measures to locate the shipment and arrange for delivery.
- (d) In the event the Group fails to notify FundScrip pursuant to the terms of Subsection 16(b) or 16(c) above, FundScrip shall not be liable in any way.

17. **Notices/Complaints/Claims/Disputes:** All notices, complaints and claims shall be sent to FundScrip via the appropriate Customer Service form that can be found on the Website. Alternatively, all such notices, complaints and claims may also be submitted by email at support@fundscrip.com or by mail to FundScrip's offices as posted on its Website. All replies will be sent to the email address on record.

18. **Tax Matters:**

- a. **Tax Advice:** You acknowledge that nothing contained either in this Agreement or on the Website shall constitute tax advice, and You further agree that FundScrip shall not be liable for any tax-related information whether contained on, or omitted from, the Website.
- b. **CRA Compliance for Registered Charities:** If your Group is a Canada Revenue Agency (CRA) registered charity (but not a private foundation), and your FundScrip program will be operated substantially by volunteers (>90%), then your use of the Program should not contravene the restrictions imposed on the business activities of registered charities. In any case, we recommend and encourage You to review the Canada Revenue Agency's policy statement, CSP-019 (<http://www.cra-arc.gc.ca/chrts-gvng/chrts/plcy/cps/cps-019-eng.html>), which elaborates on the permissibility of related and unrelated businesses. We also recommend that You complete the decision tree provided at the end of the said policy statement to ensure the suitability and fitness of the Program with your needs and objectives.

19. **Choice of Law/Disputes:** This Agreement shall be governed exclusively by the laws of the Province of Quebec and the Group agrees to the exclusive jurisdiction of the courts of the Province of Quebec, District of Montreal, as regards any legal action in connection with the Website and the Services.
20. **Language:** The parties have expressly requested that this Agreement and any agreement, proceedings, documents or notices related thereto or referred to therein be drafted and executed in the English language. Les parties aux présentes ont expressément exigé que ce contrat ainsi que tous contrats, procédures, documents ou avis s'y rapportant ou qui y sont mentionnés soient rédigés et signés dans la langue anglaise.
21. **Interpretation:** Any reference in this Agreement to any gender shall include all genders and words used herein importing the singular number only shall include the plural and vice versa.
22. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall continue in full force and effect without being impaired.
23. **Currency:** Any reference herein to “Dollars”, “dollars” or “\$” shall be deemed to be a reference to lawful money of Canada.
24. **Amendment:** FundScrip may, at any time and at its discretion, amend this Agreement, which amendment(s) shall be effective and binding as and from the date said amendment is posted on the Website.
25. **Entire Agreement; Amendments:** This Agreement and the other documents referred to herein constitute the entire, final and complete agreement relating to the subject matter hereof. FundScrip reserves the right to amend this Agreement. All amendments shall have immediate effect once posted and notified on the Website. The Group’s continued use of the Website shall be deemed an acceptance of any such amendments.