

1. DEFINITIONS

The following words or terms shall have the meanings ascribed thereto:

- a. "Application" means the attached FundScrip Electronic Funds Transfer (EFT) Application together with the terms and conditions herein set forth;
- b. "Authorized Account" means the Canadian financial institution account from which You will authorize FundScrip to debit payments and credit Donations and/or Refunds hereunder;
- c. "Authorization" means an Authorization which You make pursuant hereto for the purpose of authorizing FundScrip to debit and/or credit, as applicable, the Authorized Account;
- d. "Donations and/or Refunds" means any funds donated to You in connection with the FundScrip program and any funds for which it has been determined by FundScrip Customer Service are owing to the Group for any reason;
- e. "Password" means the confidential alpha-numerical code used by You to verify Your identity to FundScrip and initiate an Authorization;
- f. "Refund" means any refund granted to you by FundScrip following the approval by FundScrip of the return of an original (unused) gift card, which refund shall be subject to a restocking fee, the whole as per the terms and conditions stipulated on FundScrip's website; and
- g. "You", "Your" means the FundScrip Member that has completed and signed the Application.

2. GENERAL

You represent and warrant that all persons whose signatures are required for the Authorized Accounts have consented and agreed to the Application.

You acknowledge that delivery of an Authorization to FundScrip constitutes Your consent to FundScrip and Your financial institution to (i) debit the Authorized Account for the amount stipulated in the Authorization and (ii) to credit the Authorized Account with an amount equal to the Donations and/or Refunds.

The Authorization may be changed or revoked by You at any time upon notifying FundScrip at least 10 business days prior to the effective date of any such change or revocation. You agree to promptly notify FundScrip of any changes to the Authorized Account. Such notifications shall be made to FundScrip by email to: eft@fundscrip.com; or by postal service to: PO BOX 6000 SUCC B, MONTRÉAL, QC, H3B 4T1 (attention: "Customer Service").

You hereby represent and guarantee that sufficient funds will be maintained in the Authorized Account to satisfy all of Your debit Authorizations.

You acknowledge that all Authorizations shall be effected by in accordance with the Rules of the Canadian Payments Association.

3. USE OF THE FUNDSCRIP PASSWORD

Only You may use the Password to initiate an Authorization. After signing and returning the Application to FundScrip, You will receive, via email, a notice of Your enrollment in FundScrip's EFT payment service. It is solely Your responsibility to maintain and protect the confidentiality of Your Password and You shall not, under any circumstances, disclose it to any person who is not authorized to sign for the charges on Your Authorized Account. FundScrip shall not, in any way, be held liable for any misuse or unauthorized use of Your Password. To this end, You are highly encouraged not to keep a physical record of Your Password unless it is in a form indecipherable to others. We further recommend that You do not choose a Password that is effortlessly determinable by others, such as a birthday. To effect a payment via FundScrip's EFT payment service, the entering of Your Password shall be deemed to constitute a valid, sufficient and binding Authorization for the amount thereupon specified.

4. AMOUNT AND DATE OF DEBIT/CREDIT PROCESSING

- a. Upon receipt of an Authorization, FundScrip will, within 1 business day, process a debit or credit, as applicable, to the Authorized Account in an amount equal to (i) the sum of Your FundScrip order for a particular session or (ii) the Donations and/or Refunds.
- b. FundScrip reserves the right to decline any Authorization should it have any doubt as to its legitimacy and/or its ability to collect any amount that You have Authorized to be debited. In the event that an Authorization is declined, FundScrip will use its best efforts to notify You in a timely manner.

5. CREATION OF DEBT

Each Authorization to debit the Authorized Account shall create a debt of the relevant amount from You to FundScrip and shall be debited from the Authorized Account. Furthermore, each debit made from the Authorized Account(s), shall be treated the same as if You had personally issued a cheque authorizing Your financial institution to pay FundScrip. You will not request the reimbursement in respect to any Authorization that has been initiated by the use of the Password.

6. NO FEES

FundScrip does not charge any service fees for Authorizations, provided however, that You agree to reimburse FundScrip for any fees it incurs in the event that the debiting or crediting, as applicable, of the Authorized Account is not honoured by Your financial institution for any reason not attributable to FundScrip.

7. LIABILITY

Upon the initial entering of Your Password for the purpose of effecting a payment via FundScrip's EFT payment service and up until the expiration or revocation of Your Authorization in accordance with section 2 hereinabove, You are solely accountable and liable for all uses of Your Password, whether authorized or not. Should You suspect or become aware that Your Password has been made accessible to another person, You shall promptly notify FundScrip and reset your password.

8. DISPUTING A PRE-AUTHORIZED DEBIT/CREDIT

A debit/credit made by FundScrip to the Authorized Account may be disputed by You only under the following conditions:

- a. the debit/credit was not made in accordance with an Authorization;
- b. the Authorization was revoked in accordance with section 2 hereinabove; or
- c. subject to section 3, no Authorization was made by You.

Should You be inclined to dispute an Authorization, You agree to submit a written declaration to Your financial institution, sworn by You and attested to by a commissioner of oaths or public notary, to the effect that there had occurred circumstances contemplated in paragraphs (a), (b) or (c) above. Such declaration must be submitted no later than 90 days following the date that the relevant Authorization was posted to the Authorized Account. You acknowledge that, should You desire to dispute an Authorization following the said 90 day delay, the dispute will be a matter to be resolved fully between You and FundScrip.

9. VARIATION OF TERMS

FundScrip may modify the terms of the Application by notifying You thereof prior to Your next Authorization. Continued use of the Password subsequent to such notification shall constitute Your acceptance of the terms thereby modified.

10. OWNERSHIP

The Password is not transferable and shall remain the property of FundScrip. The Application may be cancelled and its privileges revoked at any time by FundScrip without notice to You.

11. CONFIDENTIALITY

FundScrip and all of its employees have pledged to keep all information relating to the Application confidential. FundScrip will not permit any information received with respect to the Application to be used for any purpose other than the purpose for which that information was provided. You consent to the disclosure of certain information to Your financial institution and the financial institution acting on behalf of FundScrip in respect to any disclosure of information which is directly related and necessary for the proper completion of the Authorizations.

12. LIMITATION OF LIABILITY

FundScrip shall not be liable for any indirect, consequential or incidental damages including loss of profits suffered by You or others arising out of or in any way connected with FundScrip's performance or failure to perform the services contemplated by the Application, even if FundScrip has been advised of the possibility of such damage, or if such loss or damage arose as a result of a breach of a fundamental term of the Application or a fundamental breach or the negligence of FundScrip, its agents, representatives or employees. The Provisions of this paragraph shall survive termination or expiration of the Application.