

This Agreement (this "Agreement") constitutes a legally binding agreement between Fundstream Inc., a Canadian corporation ("FundScrip", or "we" or "us") and each individual ("you", or "Supporter") who enrols in the Program by completing the participation registration form on the FundScrip website located at <a href="www.fundscrip.com">www.fundscrip.com</a> (the "Website"). This Agreement contains terms and conditions that govern your use of the Website and your participation in the FundScrip Program (the "Program"). You must accept the terms and conditions of this Agreement in order to become a FundScrip Supporter.

BY COMPLETING THE SUPPORTER REGISTRATION PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU EXPRESSLY AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, AND ANY OTHER TERMS AND CONDITIONS, NOTICES AND DISCLAIMERS DISPLAYED ELSEWHERE ON THE WEBSITE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, THEN DO NOT CLICK ON THE "I HAVE READ AND ACCEPT THE SUPPORTER AGREEMENT" CHECK BOX.

YOU ALSO ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO REVIEW THE FUNDSCRIP PRIVACY POLICY PUBLISHED ON THE WEBSITE OR THAT IT HAS BEEN MADE AVAILABLE TO YOU.

FundScrip reserves the right to revise, update or modify the terms and conditions of this Agreement at any time, in its sole discretion. Unless otherwise notified, the revised Agreement will take effect when it is posted on the Website. Notification of changes will be posted on the Website, and your continued participation in the Program after the posting of notices regarding such changes will constitute affirmative acceptance by you of the revised Agreement and your consent to abide by the terms thereof. If you do not agree to any subsequent modification of this Agreement, then your only remedy is to immediately terminate your participation in the Program.

### **ELIGIBILITY FOR REGISTRATION**

- Personal Information. When registering as a Supporter of the Program, you must provide FundScrip with accurate, complete and current information as requested. It is your responsibility to advise FundScrip of any changes to that information by periodically updating your information in the appropriate section of the Website. All personal information you provide as a Supporter of the Program will be treated in accordance with the FundScrip Privacy Policy.
- 2. <u>Selecting a Group</u>. As part of the registration process, you will be prompted to select a participating organization or association (a "**Group**"). The Group has certain responsibilities in respect of the ordering and delivery of Cards, as well as communicating with Supporters on behalf of FundScrip.

<u>Selecting a Beneficiary</u>. As part of the registration process, you will be prompted to designate a beneficiary ("**Beneficiary**"). The Beneficiary will receive funds collected through the Program. You can support multiple Beneficiaries, however only one Beneficiary may be designated for each particular order you place. The Beneficiary may (but is not required to) be the Group selected by the Supporter.

- 3. <u>Donations:</u> You hereby appoint FundScrip as your agent to retain the funds donated by you (your "**Donations**") until they are remitted on your behalf to one or more Beneficiaries designated by you. The amount of Donations shall be determined at the time the underlying order is placed. FundScrip shall remit the donations to the Beneficiary(ies) periodically as determined by FundScrip in accordance with its FundScrip Beneficiary payment policy, as amended from time to time. Until such time as your Donations are remitted to a Beneficiary, you authorize FundScrip to retain your Donations in a single account commingled with other Supporters' Donations. FundScrip shall at all times maintain proper accounting methods to track each Supporter's Donations. Any interest that may be earned on your Donations held by FundScrip prior to remittance to the Beneficiary shall be for the sole account of and retained by FundScrip.
- 4. <u>Qualifications</u>. In order to participate in the Program (a) you must be a natural person (not a corporation, partnership or other legal entity), of legal age of majority in the province or territory in which you live (generally at least 18), and (b) you must not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and the *Quebec Taxation Act*.
- 5. <u>Fees</u>. FundScrip reserves the right to charge fees, including but not limited to, shipping and transaction fees, as published (and amended from time to time) on the Website.
- 6. <u>Customer Service Fees</u>. FundScrip reserves the right to charge you reasonable fees under certain circumstances, including, but not limited to the following: (a) your cheques which are returned by your bank without payment; (b) electronic fund transfers which you may request; and (c) order cancellations. The amount and terms of all such fees shall be published from time to time on the Website, and shall be subject to change by FundScrip upon reasonable prior notice as may be communicated from time to time on the Website.

### **ACCESS TO THE PROGRAM**

7. <u>Password</u>. Once you become a Supporter of the Program, you will need to choose a password with which to access the Program. You must ensure that your password remains confidential at all times since you are entirely responsible for all activities that occur with the use of your password. FundScrip will not be liable for any losses that are incurred through the use of your password by a third party. Each password must be used by a single user and shall not be transferable. Any use of your password shall be deemed to be your

use of your password. If there is a breach of security through your FundScrip Account (as defined below), you must immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, FundScrip shall process any instruction that has been transmitted using your password as having been authorized by you and shall have no obligation to inquire into the propriety of such instruction. You shall not permit any use of the Program that would damage, interfere with or unreasonably overload the Program. You acknowledge that FundScrip will not contact you to solicit your password.

8. No Unauthorized Use. You agree that you shall not, and shall not permit others to: (a) provide any unauthorized third party with access to the Program or any information, data, text, links, images, software, communications and other content available through the Internet and proprietary to FundScrip (collectively, "Content") by any means; (b) modify, reverse engineer, reverse assemble or decompile any of the software applications used by you in connection with your participation in the Program; (c) introduce into the Program any code intended to disrupt the Program, alter or delete its Content, access confidential Content on the Website or interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (d) tamper, hack, spoof, copy, modify or otherwise corrupt the administration, security or proper function of any part of the Program; (e) post any material in any form whatsoever on the Website or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (f) infringe any third party's patent, copyright, Program mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program; or (g) engage in any activity that does not comply with Canadian law or other applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program.

Any violation of any of the foregoing will result in the immediate termination of your participation and bar you from future participation in the Program.

9. <u>Discontinuation of Program or Termination of Use</u>. FundScrip may, in its sole discretion, at any time and without prior notice: (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 of the Program; or (c) suspend or terminate your participation without prior notice for any breach or violation of this Agreement, aiding in or permitting circumvention of the Program, acting against the business interests or reputation of FundScrip, or otherwise acting unlawfully in relation to FundScrip, the Program or the Website.

#### ORDERING AND USE OF GIFT CARDS



- 10. <u>Gifts Cards.</u> As a FundScrip Supporter you will be purchasing plastic or electronic gift cards and/or other pre-paid products (the "Cards") from retailers operating in Canada whose Cards are offered through the Program (each a "Retailer"; collectively, the "Retailers").
- 11. <u>Order Fulfillment</u>. FundScrip reserves the right to substitute denominations of the Cards as required, or in the event that a Card becomes unavailable, FundScrip may ship the order with a cheque, cheques or cash in the face amount of the unavailable Card(s), as the case may be, or refund You in the face amount of the unavailable Card(s).
- 12. <u>Delivery of Cards</u>. Once ordered by a Supporter, Cards will be delivered, at the option of the Supporter, either directly to the Supporter or to the Group designated by the Supporter, which shall in turn be responsible to distribute the Cards to the Supporter.

### 13. CLAIMS.

- (a) FundScrip shall not be responsible for lost or stolen Cards as and from the time that the Cards are delivered by FundScrip to the third-party delivery service engaged to deliver the Cards to you.
- (b) FundScrip validates and confirms each order through a variety of processes and computerized controls prior to shipment of the Cards to ensure 100% accuracy, however, you are required to verify the contents of your entire order of Cards within 24 hours of your receipt thereof.
- (c) In the event of an apparent omission, you must notify FundScrip within 24 hours of receiving the shipment. Once the omission is validated by FundScrip, any missing items will be, at FundScrip's sole discretion, either refunded or shipped to you as soon as is commercially feasible.
- (d) In the event of an apparent error, you must notify FundScrip within 24 hours of receiving the shipment. Once the error is validated by FundScrip, you will warrant that, where applicable, the Cards in question are in original (NEW) condition and have not been used, and return the item(s) in question to FundScrip, according to FundScrip's instructions. Any costs incurred in returning Cards will be paid by FundScrip. No Cards may be returned without FundScrip's prior authorization.
  - In all cases, FundScrip will not be responsible for any apparent order errors or omissions if not notified within 24 hours of your receipt of the Card(s).
- 14. <u>Returns</u>. Under the Program, no Cards may be returned or exchanged by the Supporter or the Group through which they were purchased on behalf of one or more Supporters. Notwithstanding the foregoing, under certain circumstances, and only in FundScrip's sole discretion, it may accept the return of one or more Card(s) for a refund. In all cases where



it has authorized a return, the returned Card(s) must be accompanied by a "Return Authorization Form" to be provided by FundScrip and will be subject to a restocking fee that is published from time to time on the Website, which shall be subject to change by FundScrip upon reasonable prior notice as may be communicated from time to time on the Website.

In such case, you will warrant that the Cards in question are in original (NEW) condition and have not been used, and return the Card(s) in question to FundScrip. Any costs incurred in returning the Cards will be paid by you. Risk of loss of Cards during transit to FundScrip shall be borne entirely by you, and as such, we recommend using only a courier service, where packages can be appropriately tracked and traced. Upon receipt and verification of the returned Card(s), FundScrip will credit your FundScrip Account for the net amount relating to such returned Card(s).

## **PAYMENT OF DONATIONS**

- 15. <u>Payment to your Beneficiary</u>. You hereby provide FundScrip with your irrevocable authorization to transfer, on your behalf, your Donations to the Beneficiary (ies) designated by you. You may change your designated Beneficiary from time to time (subject to any policies which FundScrip may have in force at the time). FundScrip reserves the right to modify its Beneficiary payment policy at any time without prior notice.
- 16. <u>Bound by Terms of Retailers</u>. The list of Retailers is subject to change without notice and neither FundScrip nor any Group guarantees that the Retailers will remain the same or that a particular Retailer will be available at all times. You acknowledge that should you purchase a Card, you are subject to any limitations, terms, conditions and/or rules of the Retailer that issues the Card, as the same may be changed from time to time by the Retailers. FundScrip will endeavour to post any applicable limitations, terms, conditions and/or rules of the Retailers on the Website, which you can view prior to placing an order for Cards. Neither FundScrip nor any Group is responsible for Retailers that are no longer in business or that change their place(s) of business. Neither FundScrip nor any Group will replace a Card that is lost, stolen or misplaced after it has been delivered to you or to your nominee or assignee. Neither FundScrip nor any Group assumes any responsibility or liability for the actions, product or content of any Retailer.
- 17. No Responsibility for Retailers. You agree that neither FundScrip nor any of the Groups is an agent of any Retailer and that Retailers operate independently of, and are not under the control of, FundScrip with respect to the Program or otherwise. Further, your participation in offers or promotions of, or correspondence with, any Retailer is solely between you and that Retailer. We do not assume any liability, obligation or responsibility for any part of any such correspondence, offer or promotion, including without limitation



the withdrawal or modification of any such offer or promotion. Moreover, no Retailer assumes any liability, obligation or responsibility for our conduct with respect to the Program.

18. Account Adjustments. In the event of any abusive or fraudulent activity related to the Program, as determined by us in our sole discretion, we reserve the right to make any adjustments to your FundScrip Account at any time, including but not limited to, reversing or cancelling any Donations. Any such adjustments, however, will be made in accordance with this Agreement, our policies, any applicable laws, rules or regulations, and the terms of any Retailer's offer.

### **USE OF INFORMATION**

19. <u>Use of Information</u>. You acknowledge that in order to administer the Program, we will be collecting information about you, and your purchases of Cards from Retailers. You hereby authorize us to use any such information and to disclose such information (a) to our representatives and agents, (b) to third parties, where necessary or convenient for transfer of your Donations or otherwise in connection with the Program, (c) to comply with requests, orders or subpoenas from courts of law or any regulatory, legislative or administrative bodies, (d) to enable the Beneficiaries that are registered charities under the *Income Tax Act* (Canada) to issue official donation receipts for Donations, and (e) otherwise in accordance with the terms of the FundScrip Privacy Policy posted on the Website.

### **TERMINATION**

## 20. <u>Termination</u>; <u>Expiration or Forfeiture of FundScrip Accounts.</u>

- (a) This Agreement is effective when accepted by you, as described in the first paragraph of this Agreement, and will remain in effect and legally bind you and us until you or we terminate your participation in the Program. You may terminate your participation in the Program at any time by providing us with written notice. Notice may be sent to us at the address set out in Paragraph 31 below. We may terminate this Agreement without cause immediately after notice to you of such termination.
- (b) If your FundScrip Account remains inactive for a period of 12 months, then we reserve the right to close your FundScrip Account, and terminate your participation in the Program without notice to you. If your FundScrip Account is closed, any Donations held by FundScrip will be distributed to your last designated Beneficiary, and your FundScrip Account balance will be forfeited.

- Except as otherwise provided in this Agreement, you will be permitted to reenrol in the Program at any time.
- (c) Upon termination of this Agreement, your right to use and access the Program will terminate. The provisions of Sections 19, 22, 23, 24, 25, 26, 29 and 33 hereof, and this Section 20 shall survive the termination of this Agreement for any reason. Subject to the limitations set forth in this Agreement, termination will not prejudice either your or our remedies at law or in equity.

#### **CERTAIN DISCLAIMERS**

## 21. Disclaimer of Warranties.

- (a) THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, OR VALIDITY OF ANY MATERIALS RELATED TO THE PROGRAM AND DO NOT WARRANT THAT THE FUNCTIONALITY OF SUCH PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT SUCH PROGRAM OR THE SERVER(S) THAT MAKE(S) IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- (b) FUNDSCRIP'S WEBSITE AND THE PROGRAM MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS, OR RECOMMENDATIONS OF THIRD-PARTY INDIVIDUALS AND GROUPS. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE FUNDSCRIP WEBSITE. YOU HEREBY ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, STATEMENT, RECOMMENDATIONS OR INFORMATION WILL BE AT YOUR SOLE RISK. FURTHERMORE, FUNDSCRIP DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS OR PROGRAMS OFFERED OR PROVIDED BY ITS RETAILERS OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM.
- 22. Exclusion of Liability. FundScrip will not be liable for any damages, including without limitation, special, indirect or consequential damages, arising from (a) any failure to screen supporters, users or members of the Program; (b) acts or omissions of any supporters, users or members of the Program; (c) materials posted by, or of, any party other than FundScrip or any use thereof; (d) the accuracy, dependability, privacy, security,

authenticity or completeness of data transmitted over or obtained using the Internet; or (e) any failure to perform any obligation hereunder, or from any delay in the performance thereof, due to causes beyond its reasonable control, including the elements, acts of God, labour disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, failure or erratic behaviour of telecommunications or power system, sabotage, armed hostilities, riots or government regulation of the Internet.

In addition to the foregoing, on occasion, FundScrip, Retailers and/or any of their respective third party agents may fail to track your purchases due to computer system failures or interruptions beyond the reasonable control of the tracking party. Neither FundScrip, nor any Retailer or third party tracking agent shall be liable for your failure to place an order as a result of a computer system failure or interruption.

23. <u>Tax Advice</u>. Nothing contained on the Website is intended to constitute personal tax advice. Your tax consequences (if any) resulting from your participation in the Program will depend on your particular tax circumstances. You are responsible for obtaining your own tax advice with respect to your tax consequences (if any) resulting from your participation in the Program. You hereby agree that we will not have any liability for any information contained on or omitted from the Website with respect to taxes and that we have no obligation to inform you of any changes in the tax laws.

## INDEMNIFICATION; LIMITATION OF LIABILITY

24. <u>Indemnification</u>. You agree to indemnify, defend and hold harmless FundScrip, any Retailer, and any chosen Groups and Beneficiary(ies), as well as their respective officers, directors, shareholders, employees, successors, agents, and affiliates, from and against any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement (including without limitation relating to a breach by you of Section 7), or for any materials in any form whatsoever that are provided by you (or through your password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. FundScrip reserves the right, in its reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

## 25. <u>Limitation of Liability</u>.

(a) NONE OF THE PROGRAM'S ADMINISTRORS, ANY RETAILER, OR GROUP, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR AFFILIATES ARE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, THE INFORMATION CONTAINED ON THE WEBSITE, OR ANY MERCHANDISE,

PRODUCTS OR PROGRAMS OFFERED BY FUNDSCRIP'S RETAILERS OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM, EVEN IF ANY SUCH ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DUE TO THE FACT THAT SOME PROVINCES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

(b) IN NO EVENT WILL THE PROGRAM ADMINISTRATORS AND FUNDSCRIP'S TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE PROGRAM, WHETHER IN CONTRACT, TORT, (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE MAXIMUM AMOUNT OF DONATIONS MADE BY YOU WHILE THIS AGREEMENT IS IN EFFECT.

### **ELECTRONIC AND ORAL COMMUNICATIONS**

- 26. <u>Supporter Instructions</u>. We may rely on your oral, written and electronic instructions. In addition, you consent to the monitoring and recording of your telephone conversations with us for training or compliance purposes or to provide a record of your instructions. You agree that we will not be liable for honouring oral instructions received from any person claiming to be you, provided normal member verification procedures have been followed. We may follow any instructions received by electronic means through the Website just as if you had given such instructions in person, regardless of whether or not you have personally initiated such instructions.
- 27. FundScrip Communications. You consent to the receipt of all reports, transaction confirmations, account statements, correspondence and other information from us electronically through either (i) access to your FundScrip Account on the Website, (ii) the email address provided by you to FundScrip, or (iii) communications through your designated Group. We will not be responsible for your inability to connect to the Internet or to access the Website or otherwise not to receive electronic communications. Electronic communications are presumed to be delivered to and received by you when sent by us, whether actually received or not. You acknowledge that you have access to hardware and software meeting the system requirements set forth on the Website necessary to receive from us correspondence and records in electronic form. You may withdraw the consent to have those records provided or made available in electronic form by mailing written notice to FundScrip. Such request will be made by mailing a written request to FundScrip at PO BOX 6000 SUCC B, MONTRÉAL, QC, H3B 4T1, or as otherwise indicated on the Website. If you withdraw such consent, we reserve the right to terminate this Agreement.

#### **MISCELLANEOUS**

- 28. Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the Province of Quebec, excluding its conflicts of laws principles. Each party hereto agrees that all claims resulting from, arising out of or relating to this Agreement will be heard exclusively by a court in the Province of Quebec, district of Montreal. Each party hereby irrevocably waives any objection which it may now or hereafter have to the venue of any such court, and irrevocably waives any claim that any such proceeding in such a court has been brought in an inconvenient forum.
- 29. <u>Assignment</u>. You may not assign your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. FundScrip may assign its respective rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit and burden of the parties hereto and their permitted successors and assigns.
- 30. Notices. Any notice by one party hereto to the other will be in writing (which may include email) and either personally delivered, delivered by Internet email, or sent via reputable overnight courier or certified mail, postage prepaid and return receipt requested. Notices will be sent to you at the Internet email address or the mailing address specified on your registration form and to FundScrip at PO BOX 6000 SUCC B, MONTRÉAL, QC, H3B 4T1, or any other address of which either party hereto may from time to time notify the other in accordance with this Section. All notices will be in English or French and will be deemed effective on the date of personal delivery, upon confirmation of email transmission, upon signed receipt from an overnight courier, or five days after deposit with the Canadian Postal Service.
- 31. No Waiver; Severability. The waiver by either party hereto of a breach or default of any provision of this Agreement by the other party hereto will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of either party hereto to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If any provision of this Agreement is held to be invalid, such invalidity shall not effect the remaining provisions.
- 32. <u>Equitable Relief</u>. You acknowledge and accept that any breach of Section 8 above is likely to irreparably harm us and will not be susceptible of cure by monetary damages. Consequently, if you breach any provisions of Section 8 above, then we will be entitled to obtain injunctive or other equitable relief in addition to any remedies it may have at law.



- 33. <u>License Rights</u>. You agree that this Agreement does not grant you any licenses or other rights other than those expressly granted in this Agreement.
- 34. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof (including without limitation, earlier versions of this Agreement that may have been accepted by you through the Website or otherwise). We reserve the right to revise, update or modify this Agreement at any time, in our sole discretion. Your non-termination and continued participation in the Program after notice of any modification of this Agreement will constitute affirmative acceptance by you of such modification and your consent to abide by any terms thereof. You acknowledge that the most recent version of this Agreement will be located on the Website under Supporter Agreement. No other act, document, usage or custom will be deemed to amend or modify this Agreement.
- 35. <u>Language</u>. 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.