

## SOLIDTRUST PAY TERMS OF USE

Last updated January 15, 2016

Thank you for visiting the SolidTrust Pay web site at [www.solidtrustpay.com](http://www.solidtrustpay.com) (the “**Site**”). These are important and legally binding terms and conditions that apply to your use of the services offered through this Site, which are referred to here as the “**Services**”. By using this Site you are agreeing to these terms and conditions (the “**Agreement**”). Please read this Agreement carefully, it is legally binding on you. We will refer to you in this Agreement as “**you**” or as a “**Member**”. At the end of this Agreement, you will find a glossary of defined terms. If you have any questions concerning this Agreement, please contact SolidTrust Pay through the contact information provided on the Site.

### About SolidTrust Pay

The Site is owned and operated by, and the Services are provided by, 6717381 Canada Inc., dba SolidTrust Pay, a Canadian corporation with its address at 47 William Street, Bobcaygeon, ON Canada K0M 1A0 (“**SolidTrust Pay**”, “**us**”, “**we**” or “**our**”). SolidTrust Pay and its affiliates are in the business of providing three (3) Services: (i) E-Wallet Services; (ii) Prepaid Debit Card Service; and (iii) Third Party Payment Processing or TPP Services.

SolidTrust Pay is registered with:

The Financial Transactions and Reports Analysis Centre of Canada (“**FINTRAC**”). More information concerning FINTRAC and the SolidTrust Pay’s registration with it can be found here: [www.fintrac-canafe.gc.ca](http://www.fintrac-canafe.gc.ca); and

The U.S. Department of the Treasury Financial Crimes Enforcement Network (“**FinCEN**”). More information concerning FinCEN and the SolidTrust Pay’s registration with FinCEN is available here: [www.fincen.gov](http://www.fincen.gov).

### Consumer Complaint Information

If you have a complaint, contact SolidTrust Pay consumer assistance through [www.solidtrustpay.com](http://www.solidtrustpay.com).

#### *Consumer Financial Protection Bureau*

Information for consumers is also available from the Consumer Financial Protection Bureau (CFBP), by phone 855-411-2372 or 855-729-2372 (TTY/TDD) or [www.consumerfinance.gov](http://www.consumerfinance.gov).

### Members, Personal Users and Business

Everyone who uses the Services is a Member. However each Member must register with SolidTrust Pay through the Site as for a “**Personal Account**” to become a “Personal User” or a “**Business Account**” to become a “Business”. A “**Personal User**” must be an individual non-business user and the holder of an Account to be used for such purposes only. A “**Business**” must use the Services for business purposes and be the holder of an Account to be used for such purposes only. Personal Users and Business are both Members.

## **SolidTrust Pay IS NOT A BANK**

**SOLIDTRUST PAY** IS NOT A BANK. ANY FUNDS THAT YOU USE TO PURCHASE SOLIDTRUST PAY DOLLARS, AS DEFINED BELOW, LESS FEES APPLICABLE UNDER THIS AGREEMENT, ARE HELD BY SOLIDTRUST PAY, OR ONE OF ITS AFFILIATES, IN A BUSINESS BANK ACCOUNT AT A BANK. IN THE EVENT OF A FAILURE OF SUCH INSTITUTION, SOLIDTRUST PAY'S FUNDS AVAILABLE TO REPURCHASE YOUR SOLIDTRUST PAY DOLLARS WILL NOT NECESSARILY BE INSURED. NONETHELESS, TO THE EXTENT POSSIBLE, SOLIDTRUST PAY SHALL USE THE BENEFIT OF ANY BANK FAILURE INSURANCE IN ORDER TO SECURE FUNDS TO REPURCHASE YOUR SOLIDTRUST PAY DOLLARS IF YOU WISH TO REDEEM THEM FOR CASH AT SUCH TIME.

### **1. Obligations of SolidTrust Pay**

- 1.1. **Services.** SolidTrust Pay shall provide the Services to Members pursuant to the terms and conditions of this Agreement. SolidTrust Pay offers SolidTrust Pay Dollars for sale. SolidTrust Pay Dollars may be in various currency denominations, all of which are posted on the Site. One unit of currency shall entitle a Member to purchase one SolidTrust Pay Dollar in that currency. Subject to the terms and conditions of this Agreement and payment of applicable Fees, the Services allow the following Transactions: (i) Members to buy SolidTrust Pay Dollars from SolidTrust Pay; (ii) transfer SolidTrust Pay Dollars to another Member; (iii) redeem SolidTrust Pay Dollars for Real Currency by selling them back to SolidTrust Pay; or (iv) transfer of SolidTrust Pay Dollars value to or from a Prepaid Debit Card.
- 1.2. **E-Wallet Services.** The E-Wallet Services consist of the sale and purchase of SolidTrust Pay Dollars pursuant hereto, and SolidTrust Pay's enabling you to receive, SolidTrust Pay Dollars from other Members or transfer SolidTrust Pay Dollars to other Members, all as Transactions through the Account.
- 1.3. **Prepaid Debit Card Services.** The Prepaid Debit Card Services are not provided by SolidTrust Pay directly, instead, they are provided by third party issuing banks that issue the Prepaid Debit Cards to eligible Members and operate those Prepaid Debit Cards as per the terms of the applicable Prepaid Debit Card Cardholder Agreements to which SolidTrust Pay is not a party. As and when instructed by Member, SolidTrust Pay will, however, credit or debit a Prepaid Debit Card account against the Account.
- 1.4. **TPP Services.** TPP Services are available to Businesses only and consist of permitting other Customers of Business to make a payment to SolidTrust Pay where SolidTrust Pay acts as a payment processor and agent for receipt of funds on behalf of Business. TPP Services may be used by a Business only in respect of direct Services/Products that it itself wishes to supply (i.e. Business cannot permit third parties to use the TPP Services of the Business). As between Customer and Business, Business agrees to give full credit for all payment amounts received by SolidTrust Pay through the TPP Services as of when SolidTrust Pay receives the underlying funds and not as of that later time when the Transaction funds are available or delivered to the Business.

- 1.5. **Intellectual Property Rights in Service.** Member is hereby granted a non-exclusive, non-transferrable limited right to use the Services for the term of this Agreement only. SolidTrust Pay reserves all rights not expressly granted to Member in this Agreement. The Service is protected by copyright, trade secret and other intellectual property rights. SolidTrust Pay owns the title, copyright and other worldwide Intellectual Property Rights in the Service. This Agreement does not grant Member any rights to any of the names, trademarks or service marks of SolidTrust Pay. Member may not transfer, assign or sub-license the right to use the Services under this Agreement.
- 1.6. **Record Keeping and Disputes.** SolidTrust Pay shall maintain records of liabilities and rights concerning Transactions and Fees which records shall be authoritative in settling any disputes between SolidTrust Pay and any Member or between any two Members in respect of any entitlement under this Agreement. SolidTrust Pay will not maintain records in respect of payment transactions on Prepaid Debit Cards that are not also Transactions, such records will be maintained by the financial institution that has issued the Prepaid Debit Card. In the event of a dispute between Members as to entitlement to SolidTrust Pay Dollars, SolidTrust Pay shall determine such entitlement as per its own records and reserves the right to undo Transactions in SolidTrust Pay Dollars at its sole discretion thereby leaving Members the obligation to settle their disputes outside of the Services and independently from SolidTrust Pay. Member shall indemnify and hold SolidTrust Pay harmless from and against any and all claims, losses or other liabilities arising from any dispute that it has with any other Member or any third party.
- 1.7. **Account.** So long as Member is not in breach of this Agreement, Member shall be granted a unique and private Account accessible through the Service. The Account shall be a record of Transactions and Fees. SolidTrust Pay shall provide Member with access codes for the Account. Member may not disclose such codes or permit any third party to use them on penalty of forfeiting the whole of the Account. Member assumes full responsibility for the use of its Account and the access codes and passwords thereto and shall indemnify SolidTrust Pay for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver the Services or as otherwise required by law, SolidTrust Pay shall not grant any third party access to the Account of Member.
- 1.8. **Hold on Account.** In order to mitigate against potential fraud or other misuse of the Service, or comply with Laws and Rules, SolidTrust Pay reserves the right to maintain a hold on the right of a Member to purchase, redeem or transfer SolidTrust Pay Dollars (a “**Hold**”). A Hold may be in place, at the sole and absolute discretion of SolidTrust Pay, for at least six (6) months following the date on which the Member in question last purchased or received SolidTrust Pay Dollars or such longer time as SolidTrust Pay may reasonably require in order to protect other Members, SolidTrust Pay’s processors and SolidTrust Pay itself from actual or potential fraud or other losses. During a Hold, the Member will also not be able carry out Transactions. Be advised that such Hold will interfere in your ability to transfer SolidTrust Pay Dollars to other Members or redeem SolidTrust Pay Dollars for real currency. We recommend that you take into account the possibility of a Hold on your SolidTrust Pay Dollars when using the

Services. When a Hold has been placed on an Account, the Member in question will be notified by SolidTrust Pay through the Site.

1.9. **Purchase and Sale of SolidTrust Pay Dollars.** Member may add SolidTrust Pay Dollars to their Account by purchasing SolidTrust Pay Dollars from SolidTrust Pay or by receiving transfers of SolidTrust Pay Dollars from other Members through the Service. Notwithstanding the balance showing in any Account, Member shall take title in SolidTrust Pay Dollars only when SolidTrust Pay has received full payment for them and when any and all chargeback periods in respect of such purchases have elapsed. Member must pay for all purchases of SolidTrust Pay Dollars immediately. In the event that any payment transaction for the purchase of SolidTrust Pay Dollars is chargedback by the purchasing Member, said Member shall not receive title to the SolidTrust Pay Dollars in question and shall be liable for chargeback and other Fees applicable. Subject to payment of applicable Fees and other conditions herein, when redeeming SolidTrust Pay Dollars for real currency, Member sells, and SolidTrust Pay purchases, the SolidTrust Pay Dollars in question. SolidTrust Pay shall then, subject to any Hold, pay the purchase price for such SolidTrust Pay Dollars, less applicable Fees, to the Member by Direct Debit, check or such other means as SolidTrust Pay may deem appropriate. There is no physical representation of any of the Account or SolidTrust Pay Dollars, all of which are evidenced only by reporting available to you through the Site.

1.10. **Limitations on Transactions.** The Fees appearing on the Site also provide for certain specific limitations on the size and quantity of Transactions that are permitted for Members; those limitations are incorporated into this Agreement by reference.

1.11. **Use of Credit Cards.** If you elect to pay a Business through the Services by way of using a credit card, then the amount charged to your card, less Fees applicable to the Business, will be remitted to the Business whereupon the Business shall be deemed to have purchased SolidTrust Pay Dollars with such amounts.

## 2. **Rights and Obligations of Members**

2.1. **Services.** Pursuant to the terms of this Agreement, SolidTrust Pay shall provide the Services to Member.

2.2. **Member Records.** As a condition to accessing or using the Services, Member is required to comply with all requests for information, such as government-issued identification, or other documents that SolidTrust Pay may request from time to time.

2.3. **Changes in Member Information.** Within one (1) business day of any changes to Member Information, Member shall notify SolidTrust Pay of the changes. SolidTrust Pay assumes no liability for funds remitted to a Deposit Account that SolidTrust Pay has on file for a given Member all of which responsibility shall be that of the Member.

- 2.4. **SolidTrust Pay's Reputation.** Member will uphold the good name and reputation of SolidTrust Pay and its Affiliates.
- 2.5. **Compliance with Laws.** Members shall use Services in a manner that is in full compliance with all Laws and Rules. Business will conduct its affairs in an ethical manner and in accordance with the terms and intent of this Agreement, and in compliance with all applicable laws and regulations. Member shall not use the Services to sell or promote or otherwise facilitate pornography, gambling or casinos, whether online or otherwise.
- 2.6. **Fraud.** Member shall not promote or allow the use of the Services or the Product in connection with any money laundering, fraudulent or other illegal activities under any laws or regulations of any applicable jurisdiction.
- 2.7. **Prohibited Members.** The following Persons are prohibited from using the Services: (i) Persons who appear on the [U.S. Department of the Treasury, Office of Foreign Assets Control \(OFAC\), Specially Designated Nationals List \(SDN\)](#); (ii) Persons who are [Canadian Anti-Terrorism Act, Listed Entities](#); (iii) Persons who are less than 14 years of age; or (iv) Persons, or their Affiliates who have been subject to an Account termination.
- 2.8. **Prohibited Uses.** Member shall not use the Services to, or permit any third party to operate, any e-wallet, remittance, payment aggregation or payment services company, nor shall it use the Services in relation to the sale or promotion of any Prohibited Activities or service deemed unacceptable by SolidTrust Pay, acting at its sole discretion. On notice to a Member, SolidTrust Pay reserves the right to suspend Services to a Member whose activities it deems to be a Prohibited Activity or otherwise illegal or inappropriate.
- 2.9. **Transaction Limits.** For each Member and their respective Services, SolidTrust Pay shall prescribe certain Transaction limits that Member will not be entitled to exceed.
- 2.10. **Fees.** Members shall pay Fees. Pursuant to instructions from Member through the Site or otherwise through the Services, when Member initiates any Transaction or requests a Service for which Fees are applicable, the Fees will be immediately debited from the Account in the form of a debit of SolidTrust Pay Dollars from the Account or set off from the Transaction amount in the amount of the Fees applicable. The Fees are incorporated herein by reference and form a part of this Agreement. In the event that Fees payable, or other amounts owing hereunder, exceed the amount in the Member's Account, the Member shall pay the amounts owing to SolidTrust Pay within five (5) days of a demand notice appearing for the Member on the Site, failing which SolidTrust Pay may, at its discretion, suspend the Services for the Member so that the Member cannot purchase, transfer or redeem any SolidTrust Pay Dollars during the course of such suspension. Fees collected are not refundable except in the event of error in the Services reported to SolidTrust Pay within thirty (30) minutes of the Transaction error.

- 2.11. **Taxes on Services.** Unless otherwise notified, Fees are inclusive of all applicable taxes on the Services. SolidTrust Pay may, at its discretion, deem taxes to be payable in addition to Fees by providing notice to that effect on the Site.
- 2.12. **SPAM Prohibited.** The Member may also promote the Service or any Product, if any, in any manner it deems fit provided that such promotion does not violate any applicable laws and does not consist of use of phishing, bulk e-mails, fax blasting for any illegal or distasteful business practices.
- 2.13. **COLLECTION, USE, STORAGE AND DISCLOSURE OF PERSONAL INFORMATION.** MEMBER AUTHORIZES SOLIDTRUST PAY AND ITS REPRESENTATIVES TO OBTAIN FROM THIRD PARTIES NON-PUBLIC PERSONAL INFORMATION CONCERNING THE MEMBER AND, AS THE CASE MAY BE, ITS OWNERS INCLUDING: FINANCIAL, CREDIT INFORMATION AND PERSONAL BACKGROUND RELATING TO MEMBER, ITS SHAREHOLDERS, DIRECTORS AND OFFICERS TO ASSIST SOLIDTRUST PAY'S DETERMINATION OF WHETHER TO ACCEPT THIS AGREEMENT AND SOLIDTRUST PAY'S CONTINUING EVALUATION OF THE FINANCIAL AND CREDIT STATUS OF THE MEMBER IN ORDER TO DETERMINE IF SOLIDTRUST PAY SHALL CONTINUE TO OFFER THE SERVICES TO THE MEMBER. SUCH PERSONAL INFORMATION SHALL BE COLLECTED, USED, STORED AND DISCLOSED TO THIRD PARTIES IN COMPLIANCE WITH THE SOLIDTRUST PAY PRIVACY POLICY POSTED ON THE SITE.
- 2.14. **Indemnification.** Member shall defend, indemnify and hold harmless SolidTrust Pay, its directors, officers, employees, agents, assigns, and successors-in-interest from and against any and all third-party liability, damages, losses, claims, demands, actions, causes of action and costs (including attorneys' fees and expenses) arising out of or resulting from (i) Member's performance under this Agreement including, without limitation, performance, nonperformance, or defect in performance, any statement, misstatement, representation or misrepresentation made by Member; (ii) the negligent or willful acts or omissions of Member or Member's agents and/or employees; and (iii) any statements, claims, representations or warranties made by Member or Member's agents and/or employees, relating to the Products or Services or any other matter.
- 2.15. **ACH / EFT - Direct Debit Authorization.** Member authorizes SolidTrust Pay to draw a debit or credit in paper, electronic or other form for the purpose of making payment or receiving redemption for SolidTrust Pay Dollars and all Fees or other amounts owing hereunder on the Deposit Account. Member grants SolidTrust Pay a pre-authorized right to debit its Deposit Account in varying amounts funds to paid to SolidTrust Pay or remitted to the Member pursuant to this Agreement. Member authorizes the financial institution where the Deposit Account is located to honour and pay such debits and credits that may be transmitted via the Automated Clearing House ("**ACH**") or as a Electronic Funds Transfer ("**EFT**") (the "**Debit Authorization**"). The Debit Authorization shall permit SolidTrust Pay to deposit and withdraw varying amounts at varying

intervals from the Deposit Account including, without limitation, any amounts that Member may wish to credit to its' Account hereunder, or amounts for which Member is liable to SolidTrust Pay hereunder, or amounts that Member may wish to debit from its' Account and have deposited in its' Deposit Account. The Debit Authorization shall remain in effect for the term hereof and so long as Member has any liabilities to SolidTrust Pay hereunder and for one year thereafter unless Member notifies SolidTrust Pay, through the Site or otherwise in writing, that it has revoked the Debit Authorization. In the event that a Member revokes its' Debit Authorization, SolidTrust Pay shall cease providing the Services to the Member and shall repurchase all of the Members SolidTrust Pay Dollars and, subject to any applicable Hold, remit the purchase price for such SolidTrust Pay Dollars, less applicable Fees to the Member.

#### 2.16. **SEPA Direct Debit Mandate.**

If Member is located in a jurisdiction where the Euro is the local currency, then Member agrees to the following:

As a User you agree:

By accepting this Agreement, you authorize (A) SolidTrust Pay to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from SolidTrust Pay. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 (eight) weeks starting from the date on which your account was debited. Please complete all the fields marked.

As a Business, you agree:

By accepting this Agreement, you authorize (A) SolidTrust Pay to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from SolidTrust Pay. This mandate is only intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account up until the day on which the payment is due. Please complete all the fields marked.

Your rights are explained in a statement that you can obtain from your bank.

### 3. **Provisions Applicable Only to Business.**

The following provisions apply only to Business and do not apply to Personal Users:

- 3.1. **Solely for Business Purposes.** Business shall use the Services exclusively for business purposes or in the course of carrying on an organized economic activity, whether for profit or otherwise.

- 3.2. **Business Representations and Warranties.** It is agreed between the Parties that performance by SolidTrust Pay hereunder, whether the representations, warranties and covenants of Business are fulfilled or not, shall in no manner whatsoever waive the benefit, to SolidTrust Pay, of any such representations, warranties and covenants of Business. Business hereby warrants and covenants to SolidTrust Pay that:
- 3.2.1. **Duly Constituted.** The Business is a business or carries on an organized economic activity for profit or otherwise and, if it is not an individual, is duly constituted under the laws of its constituting jurisdiction and that it has legal capacity to enter into this Agreement and perform its obligations hereunder. The Business is registered as a business in every jurisdiction where it carries on business;
- 3.2.2. **Duly authorized.** Business has the necessary corporate power and authority to execute this Agreement and to perform its' obligations hereunder. Such execution and performance by the Business does not require any action or consent of, any registration with, or notification to, any person, or any action or consent under any laws or regulations which the Business is subject;
- 3.2.3. **Notice of Defects.** Business will immediately advise SolidTrust Pay and its' customers in writing of defects in the Product or any claim or threatened claim against it in relation to the Product; and
- 3.2.4. **Compliance with Laws.** The Product conforms to all Laws and Rules applicable where (i) SolidTrust Pay, (ii) Business and (iii) its' Customers are located, such as they may be from time to time. Business will conduct its business affairs in an ethical manner and in accordance with the terms and intent of this Agreement, and in compliance with all applicable laws and regulations, including but not limited to all laws and regulations applicable in each jurisdiction where the Product is sold by SolidTrust Pay. Business shall not use the Services to sell or promote or otherwise facilitate any Prohibited Activity.
- 3.3. **Opportunity to Consult Counsel.** Business has had the opportunity to consult legal counsel for the purpose of reviewing and obtaining advice as to the terms hereof.
- 3.4. **Taxes on Product.** To the extent that Business is responsible for collecting taxes from its Customers for the sale of Product, then such responsibility shall be solely of the Business and Business shall indemnify and hold SolidTrust Pay harmless from and against any and all liabilities that SolidTrust Pay may incur in respect of taxes on Product.
- 3.5. **SolidTrust Pay Not Liable for Product.** Business assumes all responsibilities and liabilities associated with its' Product. SolidTrust Pay assumes no liability for any Product and Business shall indemnify and hold SolidTrust Pay harmless in respect of all claims, liabilities or other losses arising from, or on account of, any Product.



- 3.6. **Sale of Product.** Business shall offer for sale those Products that it advertises on the terms and conditions advertised by Business. Business shall not make any false representations concerning any Products. Business shall not sell any Product that is illegal in Canada, the United States or the European Union or any applicable jurisdiction where SolidTrust Pay, Business or its' Customers are located or domiciled. This provision shall also apply to all products and services sold by the Business, whether through acceptance of SolidTrust Pay Dollars or otherwise.
- 3.7. **Maintenance and Service.** Business shall be exclusively responsible for any and all support and maintenance related to any Product and it shall supply such support and maintenance to purchasers of Product in a prompt, professional manner and on reasonable terms. While SolidTrust Pay assumes no obligation in this regard, SolidTrust Pay reserves the right to forward all correspondence concerning a Product to the Business.
- 3.8. **Intellectual Property in Product.** Business represents and warrants that the Product shall perform as described in any documentation relating thereto and shall be free from defects. If a breach of the foregoing occurs, Business shall replace, repair, and/or modify such Product without charge to SolidTrust Pay and without delay. Business shall test programming materials that are part of its' Product for viruses, time bombs, back doors and other disabling or harmful devices ("**Unauthorized Code**") and remove any Unauthorized Code before use by Business, SolidTrust Pay, or any customer of a Business. Business represents and warrants to SolidTrust Pay that no portion of the Product is subject to the intellectual property rights of any third party, including but not limited to, copyrights, patent rights, trademark rights, trade secret rights, or rights as confidential information.
- 3.9. **Compliance.** Throughout the term hereof, Business and its' Affiliates shall themselves ensure that: (i) the Product, and all related products or services, do not contain any content that is unlawful, threatening, defamatory, obscene or otherwise objectionable; (ii) the Product does not consist of, promote or relate to, Prohibited Activity.
- 3.10. **Supplemental Business Information.** Upon request by SolidTrust Pay, Business shall provide to SolidTrust Pay or its representatives reasonable access to Business's facilities and records for the purpose of performing any inspection and/or copying of Business's books and/or records deemed appropriate by SolidTrust Pay in order to verify compliance with the terms hereof. SolidTrust Pay shall also use such information in order to determine the size and duration of a Hold applicable to an Account.
- 3.11. **Security Interest and Hypothec.** Business hereby grants to the SolidTrust Pay a lien on, and security interest in and a hypothec on, the contents of the Account (the "**Lien**"), whether now existing or hereafter arising, to secure the Business's obligations to pay Fees, the purchase price for SolidTrust Pay Dollars and other amounts owing under this Agreement. The amount of the Lien shall be for the greater of (a) the amount of SolidTrust Pay Dollars purchased or sold through the Account during the previous two (2) years; or (b) USD

\$5,000.00. For Members in the United States, when applicable, this provision shall constitute a security agreement under the Uniform Commercial Code and Member understands that SolidTrust Pay will file a UCC-1 Financing Statement to perfect the interest created. SolidTrust Pay may make such filings as may be necessary in order to perfect the security interest and hypothec granted hereunder and Member shall do such things and execute such documents as may be necessary to give effect to this provision.

#### 4. **Provisions Applicable Only to Personal Users**

4.1. The following provisions apply to Personal Users only:

4.2. **Solely for Individual Use.** Personal User shall use the Services for personal individual non-business purposes only. In the event that SolidTrust Pay determines in its' sole discretion that a Personal User is using the Services for business purposes, SolidTrust Pay may: (i) terminate Personal User's access to the Services; or (ii) deem the Personal User to be a Business and impose such fees and obligations as are applicable to Business hereunder. Personal User shall give notice to SolidTrust Pay of any intention to use the Services for anything other than personal individual and non-business uses.

4.3. **Representations and Warranties.** It is agreed between the Parties that performance by SolidTrust Pay hereunder, whether the representations, warranties and covenants of the Personal User are fulfilled or not, shall in no manner whatsoever waive the benefit to SolidTrust Pay of any such representations, warranties and covenants of the Personal User. The Personal User hereby warrants and covenants to SolidTrust Pay that Personal User is of at least 14 years of age or of the legal age for the conclusion of verbal contractual obligations in his or her place of residence and that he or she does not require the consent, approbation, or approval of any other person to conclude or contract a valid obligation of the type set forth herein. In the event that Personal User requires the consent of a third party such as a parent or guardian to agree to this Agreement, then (a) Personal User shall notify SolidTrust Pay of such requirement through the Site or otherwise in writing; (b) Personal User will not use the Services until such consent is obtained and delivered to SolidTrust Pay; and (c) SolidTrust Pay reserves the right to suspend the Account of the Personal User, prohibiting the purchase, sale or transfer of SolidTrust Pay Dollars. Users who are less than 18 years of age may be subject to certain parental consent requirements prior to being granted access to the Services.

#### 5. **Term and Termination**

5.1. **Term.** This Agreement shall be effective commencing on the date that Member has accepted the terms of this Agreement via the Site or in writing (the "**Effective Date**") and thirty (30) days thereafter (the "**Initial Term**"). After the Initial Term, this Agreement shall be renewed automatically for additional consecutive thirty (30) day periods, unless earlier terminated in accordance with the terms hereof.

- 5.2. **Termination.** Either party may terminate this Agreement at any time on notice to the other party. In the event that SolidTrust Pay terminates this Agreement at will, and Personal User is not in breach hereof, then SolidTrust Pay shall give Personal User thirty (30) days notice through the Site prior to the termination taking effect. Upon a breach of the terms hereof by a Personal User, SolidTrust Pay shall provide Personal User with thirty (30) days notice through the Site to cure the breach. If the Personal User breach is not cured within such thirty (30) days, then SolidTrust Pay may thereafter terminate this Agreement on notice to the Personal User through the Site. During such thirty (30) day cure period, SolidTrust Pay may, at its sole discretion, suspend performance of the Services for the Personal User by either limiting or prohibiting any purchase, sale or transfer of SolidTrust Pay Dollars.
- 5.3. **Procedure upon Termination.** Upon any termination of this Agreement, Member shall no longer be entitled to use the Account, Services or the Site. All provisions regarding indemnification, representations, warranties, liability and limits thereon and confidential information shall survive termination and termination of this Agreement shall not relieve the Member of its obligations to pay accrued Fees or other liabilities to Member hereunder. If this Agreement is terminated for breach by the Member, Member shall forfeit its' rights to any Services. If Member wishes to redeem their SolidTrust Pay Dollars on a termination hereof, it shall have the right to do so, subject to (a) SolidTrust Pay first deducting from the Account and Fees or other amounts owing hereunder and (b) a Hold on the Account, if any.

## 6. Confidential Information

- 6.1. **Confidentiality.** Member agrees that, during the Term hereof, so long as Member is receiving Fees hereunder and for a period of two (2) years thereafter neither Member nor any of its Affiliates will directly or indirectly disclose any Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means all proprietary, secret or confidential information or data relating to SolidTrust Pay and any of its Affiliates, operations, employees, independent sales organizations, agents, products or services, clients, customers or potential customers, Members, users or merchants. Confidential Information shall include, without limitation, Member lists, all Member agreements and all parts thereof, financial or other data in any format, computer access codes, instruction and/or procedural manuals, payroll information, human resource or personnel information, business strategies and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law. In order for Member to perform hereunder, SolidTrust Pay will be obliged to disclose to Member certain Confidential Information concerning the Services

and Business. Upon any termination hereof, Member shall return all Confidential Information in its possession to SolidTrust Pay.

## 7. LIMITATION OF LIABILITY

- 7.1. **NO WARRANTIES.** THE SERVICE IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLIDTRUST PAY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE SERVICES PROVIDED BY SolidTrust Pay OR THAT THE OPERATION OF THE SERVICES WILL BE INTERRUPTION OR ERROR FREE.
- 7.2. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SOLIDTRUST PAY, ITS MEMBERS, AGENTS AND LICENSORS, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO MEMBER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SOLIDTRUST PAY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL SOLIDTRUST PAY'S LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO THE MEMBER, OR ANY THIRD PARTY, IN ANY WAY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO SOLIDTRUST PAY DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 7.3. **SolidTrust Pay Offset Right.** SolidTrust Pay may offset from your Account an amount of SolidTrust Pay Dollars equivalent to any amounts for which you or any of your Affiliates are liable to SolidTrust Pay hereunder or otherwise.
- 7.4. **Force Majeure.** SolidTrust Pay shall use its' commercially reasonable efforts to perform its obligations hereunder, however, SolidTrust Pay, its Affiliates, agents or licensors shall not be liable for any loss resulting from the activities of Member, nor from any erroneous statements or errors in transmission, nor for any loss resulting from any delay, interruption or failure to perform hereunder due to any circumstances beyond SolidTrust Pay's reasonable control including, without limitation, acts of God, fire, explosion, earthquake, riot, terrorism, war, sabotage, accident, embargo, storms, strikes, lockouts, any interruption, failure or defects in Internet, telephone, or other interconnect services or in electronic or mechanical equipment. SolidTrust Pay's obligations hereunder shall be suspended during any of the foregoing circumstances, which suspension shall not be a cause for termination of this agreement by Member.

## 8. General.

- 8.1. **Notices.** Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally, or sent by prepaid registered mail, return receipt requested (i) to SolidTrust Pay at the postal address provided therefore on the Site; to Member at the address provided therefore upon registration with the Site; or to such other address as either party may have previously indicated to the other in writing in accordance with the foregoing. Any such notice, request, demand or communication shall be deemed to have been received on the day it was delivered personally, on the tenth (10th) day following mailing, unless there is a disruption of any kind of postal service.
- 8.2. **Independent Contractor.** Neither party has any right to create any obligations on the part of the other party, without the other's prior written consent. Nothing in this Agreement or the course of dealing of the parties shall be construed to constitute the parties hereto as partners, joint ventures or as agents or employees of one another or as authorizing either party to obligate the other in any manner. Member shall not (1) bind SolidTrust Pay to any contract or agreement, (2) incur any obligation on behalf of SolidTrust Pay, (3) release, assign or transfer any agreement, claim, security or any other asset of SolidTrust Pay, (4) borrow or lend any money in the name of SolidTrust Pay, or (5) submit to any claim or liability related to the Services or allow judgment to be taken or confessed against SolidTrust Pay. Member, being an independent contractor, shall not receive as compensation or be reimbursed for any of the following: (i) work materials that Member may use in performing actions hereunder, (ii) business facilities, telephone, automobile or any other equipment, (iii) any Business employee benefit, (iv) reimbursement for any other cost or expense incurred by Member in its promotion of the Services hereunder.
- 8.3. **On-Line or Written Formation of Contract.** By acceptance of the terms hereof on-line by Member or by execution of a written acceptance of the terms hereof by Member, this Agreement together with any supplemental agreements and appendixes constitute the entire validly legally binding agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 8.4. **Amendments to this Agreement.** From time to time SolidTrust Pay will post amendments or revisions to this Agreement including, without limitation, amendments to Fees, on the Site. SolidTrust Pay will provide notice of these amendments or revisions to you through the Site. If the amendment or revision is required in order for SolidTrust Pay and the Services to remain in compliance with applicable laws or payment processor regulations, then the amendment or revision shall take effect as of when it is posted to the Site. If, on the other hand, the amendment or revision is not required under law or by a payment processor of SolidTrust Pay, and Member does not close its' Account within thirty (30) days

of notice on the Site of the amendment or revision, then the Member shall be deemed to have accepted the amendment or revision. Other than as provided in this section, this Agreement may not be amended except by express consent of both parties through the Site or by such other means as SolidTrust Pay may reasonably prescribe.

- 8.5. **Assignment.** No Member or any of its' successors may assign this Agreement, or any rights hereunder, directly or by operation of law, without the prior written consent of SolidTrust Pay which consent may be withheld for any reason at SolidTrust Pay's sole discretion. SolidTrust Pay reserves the right to perform some or all of the Services hereunder by way of its Affiliates.
- 8.6. **Successors.** This Agreement and the provisions hereof shall endure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Upon the death of a Member, SolidTrust Pay retains the right to deem all SolidTrust Pay Dollars of such Member to have been redeemed at the time of their death and remit payment for such amount to the estate of the deceased Member. In the event of any ambiguity as to title in an Account upon the death of its owner, SolidTrust Pay retains the right to suspend activity in the Account pending SolidTrust Pay and its legal counsel being satisfied that the rightful heirs are entitled to the amounts held therein. Member, in order for the above Successor provision to be binding, is required to have a signed Beneficiary Form provided to SolidTrust Pay. Said Form is available for download in the Member's Account.
- 8.7. **Dormant Accounts.** In the event that a Member does not access their Account for 18 (eighteen) months, SolidTrust Pay will suspend activity in the Account. Member is required to login at least once every 9 (nine) months in order to keep their Account status as Active. In such circumstances, SolidTrust Pay may also, at its sole discretion, deem all SolidTrust Pay Dollars in the account to have been redeemed, less applicable Fees and monthly maintenance charges.
- 8.8. **Missing Members.** If, for whatever reason, SolidTrust Pay is unable to contact a Member then Member may lose their rights to any SolidTrust Pay Dollars in their Account, subject to applicable Fees and monthly maintenance charges for so long as SolidTrust Pay operates the Services. It is a requirement of Account status that phone numbers and addresses be current at all times; any Account discovered to have unreachable, incorrect or outdated information will be Suspended. The Member, upon contacting SolidTrust Pay, may have their Account activated again upon submission of current and correct contact information.
- 8.9. **Enforcement.** The Member shall be liable for and shall indemnify and reimburse SolidTrust Pay for any and all reasonable attorneys' fees and other costs and expenses paid or incurred by the SolidTrust Pay in the enforcement of this Agreement, or in collecting any amounts due from Member hereunder, or resulting from any breach of any of the terms or conditions of this Agreement.
- 8.10. **Electronic or Paper Acceptance.** By acceptance of the terms hereof on-line by Member or by execution of a written acceptance of the terms hereof by

Member, this Agreement together with any supplemental agreements and appendixes constitute the entire validly legally binding agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.11. **Remedies.** All remedies of either party hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy.

8.12. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

8.13. **Governing Law and Choice of Forum.** To the extent permitted by Law, this Agreement shall be deemed to have been formed in the Province of Ontario, Canada. This Agreement shall be deemed to be governed and enforced in accordance with the laws of the Province of Ontario whose courts shall have exclusive jurisdiction over disputes arising hereunder. The parties hereto agree that this agreement is drafted and executed in the English language. *Les parties aux présentes s'entendent pour que la présente convention soit rédigée en langue anglaise.*

8.14. **Whole Agreement.** References to "this Agreement" include any fees, schedules, supplementary agreements, addendum, appendixes and amendments and any other agreements, schedules appendixes and amendments promulgated by the SolidTrust Pay and furnished to Member from time to time. This Agreement replaces any earlier versions hereof appearing on the Site or otherwise.

## 9. Interpretation.

For the purposes of this Agreement, the following capitalized terms shall have the meanings indicated below:

9.1. "**Account**" means a unique account established by us through which you will access the Services. The Account is not a bank account, it is uninsured and non-interest bearing. The Account constitutes the representation of your entitlement to SolidTrust Pay Dollars, such as it may be from time to time;

9.2. "**Affiliate**" means, in relation to a Person, another Person that directly or indirectly owns or controls, is owned or controlled by, or is under common

ownership or common control with the Person, or a Person's principal partners, shareholders, or owners of some other ownership interest.

- 9.3. **“SolidTrust Pay Dollar”** means an individual unit of Virtual Currency maintained in the Account of each Member and that can be subject to Transactions. Each SolidTrust Pay Dollar is pegged to an individual Real Currency amount as posted on the Account information portal in the Site;
- 9.4. **“Customer”** is a Person who wishes to purchase a Product from a Business and pay for such Product by way of the TPP Services;
- 9.5. **“Deposit Account”** means an account that maintains a third party bank or financial institution to which, or from which, you wish to make payments into the Account. A Deposit Account may be, for example, a bank account, a credit card account or a Prepaid Debit Card account;
- 9.6. **“Direct Debit”** means a withdrawal or deposit directly from or to your Deposit Account. If you are in the United States, a Direct Debit means an automated clearing house (**“ACH”**) Transaction. If you are in Canada, Direct Debit means an electronic funds transfer (**“EFT”**) Transaction, as defined by the Canadian Payments Association. If you are in a jurisdiction where the Euro is the national currency or elsewhere, but not in the United States or Canada, then Direct Debit means the Single Euro Payments Area (**“SEPA”**) Direct Debit scheme or an equivalent local method of debiting or depositing funds directly from or to your Deposit Account;
- 9.7. **“E-Wallet Service”** means the service of SolidTrust Pay supplying the use of an E-Wallet as part of the Account;
- 9.8. **“E-Wallet”** means a Virtual Currency wallet hosted and operated by SolidTrust Pay, the contents of which are only SolidTrust Pay Dollars and no other Virtual Currency. The E-Wallet can be loaded with balances of Real Currency from various sources depending on your geographic location as well as the Rules. The E-Wallet can also be debited on your instructions by (i) Transactions transferring SolidTrust Pay Dollars to other Members; (ii) Transactions transferring SolidTrust Pay Dollars to your Prepaid Debit Card; or (iii) Transactions transferring SolidTrust Pay Dollars from the E-Wallet to a Real Currency destination, such as a Deposit Account;
- 9.9. **“Fees”** mean those amounts for which Members are liable to pay in consideration of the Services, including, without limitation, Transactions;
- 9.10. **“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction;



- 9.11. "**Laws**" shall mean laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by laws, whether domestic, or foreign, all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any government authority having jurisdiction;
- 9.12. "**Rules**" mean any and all rules and regulations of payment networks and regulators, such as credit card issuing networks, national payment associations or clearinghouses;
- 9.13. "**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;
- 9.14. "**Prepaid Debit Card Cardholder Agreement**" means an agreement between you and the issuing bank of the Prepaid Debit Card pursuant to which you are granted the right to use the Prepaid Debit Card. SolidTrust Pay is not a party to the Prepaid Debit Card Cardholder Agreement;
- 9.15. "**Prepaid Debit Card Service**" means the service of selling you a branded prepaid debit card that is issued by an issuing bank in Europe pursuant to a Prepaid Debit Card Cardholder Agreement. The Prepaid Debit Card is also referred to as an "**International Debit Card**" which includes features described more fully on the Site and in the respective Prepaid Debit Card Cardholder Agreements;
- 9.16. "**Product**" means any product or service for sale by Business for which Business wishes to receive payment in the form of SolidTrust Pay Dollars;
- 9.17. "**Prohibited Activities**" mean the purchase, sale or any assistance in the operation or sale of any of the following: Pornography and Adult Content, Fireworks or Pyrotechnic Devices or Supplies, Alcoholic Beverages, Tobacco Products, Smoking Mixtures or Tobacco Substitutes, Drug Paraphernalia, Live Animals, Personal Information, Degrees or Diplomas, Online Computer Repair Services, Radar and Laser Detectors and Jammers, Recalled Products, Human Body Parts, Fluids, and Remains, Adult subscription services or chat, Any pornography (pictures, videos, DVDs, magazines), Firearms, Ammunition, High Capacity Magazines, Tasers, Stun, Air Paint Guns, Weapons, Swords, Knives, Dating Sites, Find-a-Mate Sites, and Similar Sites, Prescription Drugs or Devices, Controlled Substances, Unapproved Drugs, Unapproved Medical Devices, Hazardous Materials, Combustibles, Corrosives, Payment Processors, Any aggregation type services, Corporation Formation Services or Bank Account Establishment Services, Sites That Promote Hatred, Racism or Religious Persecution, Services Using Credit Card Transactions as Deposits or Credits, Gambling, Lotteries, Online Casinos, Any product or service enabling consumers to circumvent locks, programming codes or security features, or to gain access to features or services for which they have not expressly paid, Sites that promote the sale or distribution of any of the foregoing products or services;

- 9.18. **“Real Currency”** means a currency issued by a sovereign country, such as, for example, United States Dollars or Euros.
- 9.19. **“Services”** means: (i) E-Wallet Services; (ii) Prepaid Debit Card; (iii) Third Party Payment Processing or TPP Services; and (iv) such other services as may be available from SolidTrust Pay through the Site from time to time;
- 9.20. **“Site”** means any reference to the Site which shall include both the website on which this Agreement is posted by SolidTrust Pay as well as other interfaces through which you may use the Services, such as your correspondence by e-mail or SMS with SolidTrust Pay;
- 9.21. **“Third Party Payment Processing”** or **“TPP Services”** are available only for Members that are also Businesses and consist of SolidTrust Pay acting as the Business’s agent in receipt of Transaction funds from its actual or proposed Customers;
- 9.22. **“Transaction”** means any actual or attempted transaction whereby a Member wishes to credit or debit their Account for any amount of SolidTrust Pay Dollars whether by transfer to or from another Member or by transfer of real currency to or from the Account or transfer between E-Wallet on the one hand and Prepaid Debit Card on the other hand; and
- 9.23. **“Virtual Currency”** means a medium of exchange that operates like a Real Currency in some environments, but does not have all the attributes of real currency. In particular, virtual currency does not have legal tender status in any jurisdiction. SolidTrust Pay Dollars are a Virtual Currency.