

Organizations



Members



Welcome to PlayPay!

1. SCOPE

Your use of the Services offered by PlayPay Inc. (referenced here as "PlayPay", "us", "we" or "our") is a contract between you and PlayPay and governs your use of all Services. Using the Services means that you must read, agree and accept all of the terms and conditions contained in this Agreement and the agreements, as may be applicable to you from time to time, on the Privacy Policy page available at <http://www.playpay.ca/Privacy> . You should read all of these terms and conditions carefully.

By clicking the 'Certification' and 'Terms of Service' buttons in 'my account', either during Account creation or on Account editing, you (a) agree to be bound by this agreement, including all amendments made from time to time; (b) represent and warrant that, if you are an individual, you are eighteen (18) years old or older or, if you are an entity, that you are a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable) in good standing; and (c) represent and warrant that you have the power and authority to enter into this agreement and perform acts as required by you under this agreement. If you are a third party accessing an account on behalf of an Organization, you agree that these terms apply, mutatis mutandis, to your activities on behalf of such Organization.

If you do not agree to be bound by these terms, do not click the 'Certification' and 'Terms of Service' buttons in 'my account', or

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By clicking the 'Terms of Service' button in 'my account', either during Account creation or on Account editing, you (a) agree to be bound by this agreement, including all amendments made from time to time; (b) represent and warrant that, if you are an individual, you are eighteen (18) years old or older or, if you are an entity, that you are a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable) in good standing; and (c) represent and warrant that you have the power and authority to enter into this agreement and perform acts as required by you under this agreement. If you are a third party accessing an account on behalf of a Member, you agree that these terms apply, mutatis mutandis, to your activities on behalf of such Member.

If you do not agree to be bound by these terms, do not click the 'Terms of Service' button in 'my account', or otherwise indicate

otherwise indicate refusal and do not use the Services.

1.1 Definitions

When used in this Agreement, each of the following words and phrases shall have the meanings set out below:

"Account" means a user's account created for unique identification;

"Agreement" means these Terms of Service, including related schedules, policies and other documents that appear under "Terms of Service" on the Website, as may be amended from time to time;

"Balance" means any amounts of money held in trust by PlayPay for deposit to your bank account. The terms "money" and "funds" are used interchangeably in this Agreement;

"Bank Payment", "Credit Card", "e-cheque" and "interac E-transfer" refer to the use of the Services in Canada for a member to choose to make a payment of fees to an organization;

"Business Days" means any day, other than a Saturday or Sunday, on which the chartered banks in Ottawa, Ontario are open for business;

"Force Majeure" means any act, occurrence, condition or event beyond the control of a party that materially affects the performance of that party's obligations under this Agreement that could not reasonably have been foreseen or provided against, including such events as fires, telecommunications or utility or power failures, governmental or quasi-governmental acts, equipment failures, labour strife, riots, war, non-performance of our vendors or suppliers, acts of God, but not including general economic conditions;

"Indemnified Parties" means PlayPay and its subsidiaries, parents, affiliates, officers, directors, agents, employees, consultants, customers, suppliers and other representatives, taken collectively;

"Member" may also be referred to as customer, client or buyer and means the entity under which the Services are being used to

refusal and do not use the Services.

1.1 Definitions

When used in this Agreement, each of the following words and phrases shall have the meanings set out below:

"Account" means a user's account created for unique identification;

"Agreement" means these Terms of Service, including related schedules, policies and other documents that appear under "Terms of Service" on the Website, as may be amended from time to time;

"Bank Payment" refers to the use of your financial institution's payee services to make a payment to an Organization that is processed by PlayPay as an intermediary;

"Business Days" means any day, other than a Saturday or Sunday, on which the chartered banks in Ottawa, Ontario are open for business;

"Convenience Fee" means the flat percentage fee charged by PlayPay to you for use of a Credit Card to make a payment to an organization, being up to 2.5% of the Payment Amount or such other promotional convenience fee that you may be charged;

"Credit Card Payment" refers to the use of the Services to make a payment via credit card to an Organization;

"e-cheque Payment" refers to the use of the Services to make a direct debit payment to an Organization that is processed by PlayPay as an intermediary;

"Force Majeure" means any act, occurrence, condition or event beyond the control of a party that materially affects the performance of that party's obligations under this Agreement that could not reasonably have been foreseen or provided against, including such events as fires, telecommunications or utility or power failures, governmental or quasi-governmental acts, equipment failures, labour strife, riots, war, non-performance of our vendors or suppliers, acts of God, but not including

facilitate receiving a payment;

"Organization" may also be referred to as association, league, club, camp, business or non-profit.

"Payment" means using the Services to receive a payment from a member;

"Payment Amount" refers to the aggregate dollar value of a Payment exclusive of the Service Fee;

"Payment Processor" means PlayPay's third party processor for credit card payments;

"Pooled Accounts" means Accounts at one or more banks in which PlayPay will place Balances;

"Service Fee" means the fee charged by PlayPay to Organizations for use of the Services to receive Payments, being up to 0.95% of the Payment Amount for Payments of \$50.00 or more, or a flat fee of \$0.50 for Payment Amounts of less than \$50.00, or such other promotional service fee that you may be charged;

"Services" means the internet Payment services offered through the Website to facilitate the collection of certain payments including fees by organizations from members;

"Underwriting Bank" means PlayPay's third party underwriting bank; and

"Website" means the website located at <http://www.playpay.ca> and all related webpages.

2. ELIGIBILITY AND YOUR ACCOUNT

2.1 PlayPay Service

Subject to the terms of this Agreement and when offered by us, you may use our Services

general economic conditions;

"Indemnified Parties" means PlayPay and its subsidiaries, parents, affiliates, officers, directors, agents, employees, consultants, customers, suppliers and other representatives, taken collectively;

"interac e-Transfer" refers to the use of your financial institution's interac e-Transfer services to make a payment to an Organization that is processed by PlayPay as an intermediary;

"Member" may also be referred to as customer, client or buyer;

"Organization" may also be referred to as association, league, club, camp, business or non-profit and means the entity under which the Services are being used to facilitate making a payment;

"Payment" means using the Services to make a payment to an organization;

"Payment Amount" refers to the aggregate dollar value of a Payment made to an organization inclusive of the Service Fee;

"Payment Processor" means PlayPays's third party processor for credit card payments;

"Pooled Accounts" means Accounts at one or more banks in which PlayPay will place Balances;

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2. ELIGIBILITY AND YOUR ACCOUNT

2.1 PlayPay Service

Subject to the terms of this Agreement and when offered by us, you may use our Services

to receive Payments through the Website.

2.2 Your Account

To use our Services, you must create a PlayPay Account and provide the required information. You agree to keep the information in your account current. If we become aware of any changes to your information, we may update your account. Once you have received a payment, your account cannot be deleted. You may opt-out of communications, deactivate your account and remove payment details but your payment history, username and password will remain in our system.

2.3 Eligibility

To be eligible to use our Services to receive Payments, you must be either (1) an individual at least 18 years old who is able to form legally binding contracts under applicable law and is a resident of Canada with a mailing address in Canada; or (2) a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable), in good standing, and have the power and authority to enter into this agreement and perform the acts as required by you under this Agreement. You may use the Services on your own behalf or as the authorized representative of a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable), in good standing, registered in the same province in which you are resident. No machines, scripts or automated services may be used to access or use the Services.

2.4 Identity Authentication

On acceptance of the 'Certification' and 'Terms of Service' as the final step in creation of your PlayPay Account, you are approved to use our Services to receive Payments. However, an account manager will review the information in your Account and conduct the necessary checks and validations to ensure you meet the requirements to use the Services. To do so, we may request information in addition to that provided in your Account. You authorize us, directly or through third parties, to make any inquiries we

to make Payments through the Website.

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To be eligible to use our Services to make Payments, you must be either (1) an individual at least 18 years old who is able to form legally binding contracts under applicable law and is a resident of Canada with a mailing address in Canada; or (2) a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable), in good standing, and have the power and authority to enter into this agreement and perform the acts as required by you under this Agreement. No machines, scripts or automated services may be used to access or use the Services.

2.4 Identity Authentication

On acceptance of the 'Terms of Service' as the final step in creation of your PlayPay Account, you are approved to use our Services to make Payments. At our sole discretion, an account manager may review the information in your Account and conduct the necessary checks and validations to ensure you meet the requirements to use the Services. To do so, we may request information in addition to that provided in your Account. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third

consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources. You represent and warrant that you have the power and authority to provide this information to us.

If one or more checks or validations fail, the account will be deleted from our system and you will be notified of the denial to use our Services. Only organizations that are approved and have entered into this Agreement are eligible to receive Payments through our Services.

3. PAYMENTS

3.1 Payments from Members

You may only receive Payments from Members that have entered into the PlayPay Terms of Service available at: <http://www.playpay.ca/TermsOfService>.

3.2 Payment Limits

We may, at our sole discretion, impose limits on the Payment Amount you may receive through our Services.

3.3 No Reversals

Once you receive a Payment, you accept and agree that there are no refunds, cancellations or charge backs of Payments or Service Fees permitted through the Website.

3.4 Payment Processor

When receiving a Credit Card payment using our Services, our Payment Processor relays the credit card authorization requests and responses between a Member, the Member's credit card issuing bank (or one or more credit card agencies) and the Underwriting Bank. The transfer of the Payment amount is effected between a Member's credit card issuing bank and the Underwriting Bank (and not PlayPay). You accept and agree that

party databases or through other sources. You represent and warrant that you have the power and authority to provide this information to us.

If one or more checks or validations fail, the account will be deleted from our system and you will be notified of the denial to use our Services. Only members that are approved and have entered into this Agreement are eligible to make Payments through our Services.

3. PAYMENTS

3.1 Payments to Organizations

You may only make Payments to Organizations that have entered into the PlayPay Terms of Service available at: <http://www.playpay.ca/TermsOfService>.

3.2 Payment Limits

We may, at our sole discretion, impose limits on the Payment Amount you can send through our Services.

3.3 No Reversals

If your Payment is completed, you accept and agree that no refunds, cancellations or charge backs are permitted through the Website. If a Payment is refunded, cancelled or charged back by your credit card issuing bank, bank, or Organization, you are not entitled to the return of any associated Convenience Fees, irrespective of the reason for such refund, cancellation or charge back. You accept and agree not to request a refund, cancellation or charge back of Convenience Fees from your credit card issuing bank, bank or Organization.

3.4 Payment Processor

When making a Credit Card payment using our Services, our Payment Processor relays

PlayPay does not at any time receive, collect or hold any Credit Card payment amounts.

3.5 Balances

Balances will accrue as Members make the following payments to your Organization using the Service – bank payment, e-cheque or interac e-Transfer. PlayPay will hold these funds separate from its corporate funds, and it will not use these funds for its operating expenses or for any other corporate purposes. PlayPay will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody, PlayPay will combine your funds with the funds of other Organizations and place those funds into Pooled Accounts with one or more banks. These pooled funds will be held in PlayPay's name for the benefit of its collective Organizations.

3.6 Assignment of Interest to PlayPay

You agree that you will not receive interest or other earnings on the funds that PlayPay handles as your agent and places in Pooled Accounts. In consideration for your use of the Services, you irrevocably transfer and assign to PlayPay any ownership right that you may have in any interest that may accrue on funds held in Pooled Accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants PlayPay any ownership right to the principal of the funds you maintain with PlayPay. In addition to or instead of earning interest on Pooled Accounts, PlayPay may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

3.7 Deposits to Bank and Payment History

Bank payment, e-cheque or interac e-Transfer Member Payments made to your organization on a seven (7) day cycle from Thursday midnight to the following Wednesday 11:59pm EST will be accumulated and initiated for deposit to your Bank Account the business day immediately following completion of that seven (7) day cycle. The accumulated deposit amount for this period will be available for

the credit card authorization requests and responses between a Member, the Member's credit card issuing bank (or one or more credit card agencies) and the Underwriting Bank. The transfer of the Payment amount is effected between a Member's credit card issuing bank and the Underwriting Bank (and not PlayPay). You accept and agree that PlayPay does not at any time receive, collect or hold any Credit Card payment amounts.

3.5 Assignment of Interest to PlayPay

You agree that you will not receive interest or other earnings on the funds that PlayPay handles as your agent and places in Pooled Accounts. In consideration for your use of the Services, you irrevocably transfer and assign to PlayPay any ownership right that you may have in any interest that may accrue on funds held in Pooled Accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants PlayPay any ownership right to the principal of the funds you maintain with PlayPay. In addition to or instead of earning interest on Pooled Accounts, PlayPay may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

3.6 Transaction History

After each payment made to an Organization, we will update information in the 'payment history' section under 'my payments' in your PlayPay Account. Information regarding payments processed and settled with the Services ('make a payment') will be available for a minimum of one year on our website. Except as required by law, you are solely responsible for compiling and retaining permanent records of all payments and other data associated with your use of the Service.

3.7 Reconciliations and Errors

Payments made to Organizations will be available for review in the 'payment history' section under 'my payments' in your PlayPay Account. Except as required by law, you are solely responsible for reconciling your payment history. You agree to notify us of any

review in 'deposits to bank' under 'my payments' in your PlayPay Account.

The deposits will be made to the Bank Account you provide for in your PlayPay Account. The Bank Account must be an account located at a bank in Canada and held in your Organization name. You are responsible for the accuracy and correctness of information regarding your Bank Account. Funds for any given transaction will not be transferred to your Bank Account until the transaction is deemed complete. Transactions will be deemed complete when a member successfully makes a Payment to your Organization using our Services. The actual timing of the deposits to your Bank Account of the funds will be subject to the Deposit Schedule as defined below.

After each deposit of funds to your Bank Account, we will update information in the 'deposits to bank' section under 'my payments' in your PlayPay Account. Information regarding member payments processed and settled with the Services ('member payments') will be available for a minimum of one year on our website. Except as required by law, you are solely responsible for compiling and retaining permanent records of all payments and other data associated with your use of the Service.

3.8 Deposit Schedule

Deposit schedule refers to the time it takes for us to initiate a transfer to your Bank Account of settlement funds arising from Member payments processed through our Services. The settlement funds should normally be credited to your Bank Account within 1-2 days of us initiating the deposit. We are not responsible for any action taken by the institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you in your Bank Account. You can contact PlayPay to inquire about changing the timing of your Deposit Schedule. Upon submitting a request, you will be informed of the process and requirements for PlayPay to review your Deposit Schedule.

discrepancies arising from such reconciliation and verification. We will investigate any reported discrepancies and attempt to rectify any errors that you or we discover. Your failure to notify us of an error or discrepancy in your payment history within sixty (60) days of when it first appears will be deemed a waiver of any right to amounts owed to you in connection with any such error or discrepancy in processing your payments to Organizations.

4 TRANSACTIONS

4.1 Convenience Fee

If you choose to make a payment by Credit Card, PlayPay will charge you a non-refundable Convenience Fee. This Convenience Fee is payable in addition to (and in advance of) the Payment Amount, and will be charged as a separate line item transaction on your credit card as "PlayPay-Fee 8447529729". Convenience Fees are paid into a separate account established by PlayPay.

4.2 Credit Card Delays and Non-Completion

Since credit card processing times depend on administrative factors and institutional backlogs beyond our control, payments by credit card may take up to three (3) Business Days or more to complete. Furthermore, completion of a credit card transaction is contingent on both the authorization of the transaction by the applicable credit card issuing bank and acceptance by the Underwriting Bank. In the event that a transaction is unable to be completed, we will attempt to notify you at least once through our Website or using the contact information in your Account. In the case of such delay or non-completion, your liability to the intended recipient of a Payment may be subject to penalties, late fees and interest charges assessed by such recipient, all of which remain your responsibility (and not PlayPay's). If a payment by credit card is not completed, you are not entitled to a return of any Convenience Fees charged by us, irrespective of the reason for non-completion.

PlayPay and the Designated Bank reserve the right to change the Deposit Schedule or suspend deposits to your Bank Account should we determine it is necessary due to pending disputes or other suspicious activity associated with your use of the Service or if required by law or court order.

3.9 Credit Card Payment Deposits

Credit Card Member Payments made to your organization will be accumulated by our Payment Processor and initiated for deposit according to the submerchant agreement between your Organization and our Payment Processor.

3.10 Reconciliations and Errors

Payments made to your Organization will be available for review in the 'member payments' section under 'my payments' in your PlayPay Account. Except as required by law, you are solely responsible for reconciling your member payments history. You agree to notify us of any discrepancies arising from such reconciliation and verification. We will investigate any reported discrepancies and attempt to rectify any errors that you or we discover. In the event you are owed money as a result of the discrepancy, we will transfer funds to your Bank Account in the next Deposit Schedule. Your failure to notify us of an error or discrepancy in your member payments history within sixty (60) days of when it first appears will be deemed a waiver of any right to amounts owed to you in connection with any such error or discrepancy in processing your member payments.

4 TRANSACTIONS

4.1 Service Fee

If a member chooses to make a payment by Credit Card, PlayPay will charge a non-refundable Convenience Fee. This Convenience Fee is payable in addition to (and in advance of) the Payment Amount, and will be charged as a separate line item transaction on the member's credit card.

Taxes

It is your responsibility to determine what, if any, taxes apply to the Payments you make and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PlayPay is not responsible for determining whether taxes apply to your Payment transaction, or for collecting, reporting or remitting any taxes arising from any Payment transaction.

4.3 Insufficient Funds or Credit

Notwithstanding any other provision, PlayPay is not responsible for any Payments that you are required to make to Organizations, other than to the extent the Services facilitate the processing of such Payments. You are solely responsible, and any failure in relation to making a payment to an Organization is your sole responsibility and PlayPay is not liable, in any way, for your failure or inability to make Payments. This includes, but is not limited to, any situation where you have insufficient funds or credit available to make a Payment as a result of PlayPay charging any applicable Convenience Fee for use of the Services.

4.5 Setoff of Past Due Amounts

If you have a past due amount owed to PlayPay which amount is not the subject of a dispute, PlayPay may debit your bank account to pay any amounts that are more than 180 Days past due.

4.6 Security Interest

To secure your performance of this Agreement, you grant to PlayPay a lien on and security interest in and to the funds held by PlayPay.

4.7 Declined Convenience Fees

If any Convenience Fee is declined for a payment by credit card, your account will be considered in arrears. You will have seven (7) days to pay any outstanding convenience fees and put your account back into good standing. No additional convenience fees are applicable when paying the convenience fee through your Account. Failure to do so may result in your

Convenience Fees are paid into a separate account established by PlayPay.

4.2 Taxes

It is your responsibility to determine what, if any, taxes apply to the Payments you receive and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PlayPay is not responsible for determining whether taxes apply to your Payment transaction, or for collecting, reporting or remitting any taxes arising from any Payment transaction.

4.3 Insufficient Funds or Credit

Notwithstanding any other provision, PlayPay is not responsible for any Payments to you by a Member, other than to the extent the Services facilitate the processing of such Payments. Any failure in relation to a Member's ability to make a payment to you is the sole responsibility of such Member, and PlayPay is not liable, in any way, for any failure or inability of a Member to make a Payment to you. This includes, but is not limited to, any situation where a Member has insufficient funds or credit available to make a Payment as a result of PlayPay charging any applicable Convenience Fee for use of the Services.

4.4 Negative Balances

If your Account has a negative Balance, PlayPay may setoff the negative Balance with any funds that you subsequently receive into your Account.

4.5 Setoff of Past Due Amounts

If you have a past due amount owed to PlayPay which amount is not the subject of a dispute, PlayPay may debit your Account to pay any amounts that are more than 180 Days past due.

4.6 Security Interest

To secure your performance of this Agreement, you grant to PlayPay a lien on and security interest in and to the funds in the

Account being suspended and/or a third party collections agency contacting you.

4.8 Default and Fraudulent Transactions

If any single transaction is investigated and is determined to be fraudulent, in PlayPay's sole discretion, PlayPay may terminate your Account and such default and fraudulent transaction may be reported to legal authorities.

possession of PlayPay.

4.7 Default and Fraudulent Transactions

If any single transaction is investigated and is determined to be fraudulent, in PlayPay's sole discretion, PlayPay may terminate your Account and such default and fraudulent transaction may be reported to legal authorities.

5 CONDUCT

In connection with your use of our Website and our Services, you agree to:

- (a) use the Services exclusively for the receipt of fees, and not for the receipt of any other types of payments;
- (b) provide accurate and updated information;
- (c) comply in all respects with this Agreement and any other agreements that you have entered into with us;
- (d) comply with all applicable federal, provincial and local laws and regulations;
- (e) not register multiple PlayPay accounts without our prior written consent;
- (f) not infringe our or any third party's copyright, patent, trade-mark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (g) provide, if requested, confirmation of your identity or any other information you have provided to us, and to cooperate with any investigations of the same by us or our third party delegates;
- (h) not access the Services from a country other than your country of residence;
- (i) respond in a reasonable and timely fashion to our communications;
- (j) not act in a manner that is defamatory, libelous, threatening or harassing;
- (k) not use any machines, scripts or automated services to access or use the Services;
- (l) not introduce or facilitate the use or spread

5 CONDUCT

In connection with your use of our Website and our Services, you agree to:

- (a) use the Services exclusively for the remittance of fees, and not for the remittance of any other types of payments;
- (b) provide accurate and updated information;
- (c) comply in all respects with this Agreement and any other agreements that you have entered into with us;
- (d) comply with all applicable federal, provincial and local laws and regulations;
- (e) not register multiple PlayPay accounts without our prior written consent;
- (f) not infringe our or any third party's copyright, patent, trade-mark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (g) provide, if requested, confirmation of your identity or any other information you have provided to us, and to cooperate with any investigations of the same by us or our third party delegates;
- (h) not access the Services from a country other than your country of residence;
- (i) respond in a reasonable and timely fashion to our communications;
- (j) not act in a manner that is defamatory, libelous, threatening or harassing;
- (k) not use any machines, scripts or automated services to access or use the Services;
- (l) not introduce or facilitate the use or spread

of any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

(m) not use any robot, spider, other automatic device or manual process to monitor or copy our Website without our prior written consent;

(n) not use any device, software or routine to bypass our robot exclusion headers or to interfere, or attempt to interfere, with our Website or our Services; and

(o) not take any action that may cause us to lose any of our Services from our internet service providers, our Payment Processor or other suppliers.

5.1 Suspected Law Violations

If PlayPay has reason to believe, in its sole discretion, that you or others may engage or may have engaged in any criminal or civil law violations, PlayPay may cease to provide you the Services and will contact appropriate administrative and law enforcement authorities. You agree to cooperate fully with any such investigations.

6 INTELLECTUAL PROPERTY

6.1 Limited Licence

You grant to us a limited, non-exclusive and revocable licence to access and use all information and data that you provide in connection with your use of our Services. You agree not to use our Services for co-branding, framing, linking or reselling any portion of our Services.

6.2 Intellectual Property

"PlayPay", "PlayPay.ca", all related logos, marks, symbols, and words on our Website (including the Services) are either trademarks or registered trademarks that belong to us. In addition, all content and materials on our Website, Website page headers, custom graphics, button icons, and scripts are our copyrighted materials, service marks, trademarks or trade dress that belong to us.

of any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

(m) not use any robot, spider, other automatic device or manual process to monitor or copy our Website without our prior written consent;

(n) not use any device, software or routine to bypass our robot exclusion headers or to interfere, or attempt to interfere, with our Website or our Services; and

(o) not take any action that may cause us to lose any of our Services from our internet service providers, our Payment Processor or other suppliers.

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"PlayPay", "PlayPay.ca", all related logos, marks, symbols, and words on our Website (including the Services) are either trademarks or registered trademarks that belong to us. In addition, all content and materials on our Website, Website page headers, custom graphics, button icons, and scripts are our copyrighted materials, service marks, trademarks or trade dress that belong to us.

You may not copy, imitate or use any of the foregoing without our prior written consent.

7 SECURITY AND ELECTRONIC COMMUNICATION

7.1 Unsecure Electronic Channels

You accept full responsibility for all risks associated with electronic communications between us, including, without limitation, the risk that such communications may be delivered to the wrong person, intercepted, lost or altered by a third party.

7.2 Access to Account

You are responsible for ensuring that the Services and your PlayPay Account will only be used by you. You agree that any electronic communications made by you or purporting to have been made on your behalf will be binding on you.

7.3 Notice of Unauthorized Use

You agree to notify us immediately if you know or reasonably ought to know that an unauthorized person is accessing or may access our Services (through your PlayPay Account or otherwise), or if you become aware of any actual or threatened use of our Services in a manner contrary to this Agreement.

7.4 Web Links

There may be links on our Website to websites not owned or operated by us. We make no representations about, do not endorse, and are not responsible for the content, products, services, privacy policies or practices relating to such other websites. We are not responsible for any losses realized by you or claims made against you relating to your use of such other websites.

7.5 Evidence

Electronic records and other information maintained by us regarding any electronic communications with you will be admissible in any legal, administrative or other proceedings

You may not copy, imitate or use any of the foregoing without our prior written consent.

7 SECURITY AND ELECTRONIC COMMUNICATION

7.1 Unsecure Electronic Channels

You accept full responsibility for all risks associated with electronic communications between us, including, without limitation, the risk that such communications may be delivered to the wrong person, intercepted, lost or altered by a third party.

7.2 Access to Account

You are responsible for ensuring that the Services and your PlayPay Account will only be used by you. You agree that any electronic communications made by you or purporting to have been made on your behalf will be binding on you.

7.3 Notice of Unauthorized Use

You agree to notify us immediately if you know or reasonably ought to know that an unauthorized person is accessing or may access our Services (through your PlayPay Account or otherwise), or if you become aware of any actual or threatened use of our Services in a manner contrary to this Agreement.

7.4 Web Links

There may be links on our Website to websites not owned or operated by us. We make no representations about, do not endorse, and are not responsible for the content, products, services, privacy policies or practices relating to such other websites. We are not responsible for any losses realized by you or claims made against you relating to your use of such other websites.

7.5 Evidence

Electronic records and other information maintained by us regarding any electronic communications with you will be admissible in any legal, administrative or other proceedings

as conclusive evidence of the contents of those communications in the same manner as an original paper document, and you waive any right to object to the introduction of any such record or other information into evidence on that basis.

8 PRIVACY

8.1 Privacy

By using the Website and our Services, you agree to the collection and use of your Organization information, and the sharing of such information with our Indemnified Parties and any Members that have selected and added your Organization to their personal organization list. For information on our Privacy Policy, visit <http://www.playpay.ca/Privacy>

8.2 Password Security and Account Information

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Services. You are also responsible for keeping your email address, street address, and other information current in your Account.

8.3 Calls to You; Mobile Telephone Numbers

By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and pre-recorded message calls from us at that number. If you provide us a mobile telephone number, you consent to receive text messages from us about your use of the Services at that number.

as conclusive evidence of the contents of those communications in the same manner as an original paper document, and you waive any right to object to the introduction of any such record or other information into evidence on that basis.

8 PRIVACY

8.1 Privacy

By using the Website and our Services, you agree to the collection and use of your Member information, and the sharing of such information with our Indemnified Parties and any Organizations in your PlayPay Account that you have selected and added to your personal organization list. Specifically, once you successfully add an Organization to your personal organizational list, the following information is provided to the Organization – the date you added the Organization to your personal list, your name, email address and the organization account number (if applicable). This information is immediately removed from the Organization if you delete the Organization from your personal list. For information on our Privacy Policy, visit <http://www.playpay.ca/Privacy>

8.2 Password Security and Account Information

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Services. You are also responsible for keeping your email address, street address, and all other information current in your Account.

8.3 Calls to You; Mobile Telephone Numbers

By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and pre-recorded message calls from us at that number. If you provide us a mobile telephone number, you consent to receive text messages

9 INDEMNIFICATION; LIMITATION OF LIABILITY; WARRANTIES

9.1 Indemnification and Release

You agree to indemnify and hold harmless each of the Indemnified Parties from any claim or demand made by such Indemnified Parties or any third parties (including reimbursement of reasonable legal costs incurred) due to or arising out of your use of our Services or our Website, your breach of this Agreement or your violation of any law or right of any third party.

9.2 Limitations of Liability

In no event shall any Indemnified Party be liable for lost profits, business, revenue, fees or customers or any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages for lost profits, disclosure of information or loss of privacy), however arising out of or in connection with our Website, including negligence even if PlayPay has been advised of the possibility of such damages. Anything to the contrary notwithstanding, the cumulative liability of all Indemnified Parties to you or any third parties to you or any third parties in any circumstance is limited in total to the lesser of (a) the amount of Service Fees you paid to PlayPay in the six (6) months prior to the event giving rise to an alleged liability; or (b) fifty (50) Canadian dollars, as the sole and exclusive remedy.

9.3 No Warranty

The Services are provided 'As Is' and without any warranty or condition, express, implied, or statutory, of any kind. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not guarantee continuous, uninterrupted, error-free or secure access to any part of the Services.

from us about your use of the Services at that number.

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You agree to indemnify and hold harmless each of the Indemnified Parties from any claim or demand made by such Indemnified Parties or any third parties (including reimbursement of reasonable legal costs incurred) due to or arising out of your use of our Services or our Website, your breach of this Agreement or your violation of any law or right of any third party.

9.2 Limitations of Liability

In no event shall any Indemnified Party be liable for lost profits, business, revenue, fees or customers or any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages for lost profits, disclosure of information or loss of privacy), however arising out of or in connection with our Website, including negligence even if PlayPay has been advised of the possibility of such damages. Anything to the contrary notwithstanding, the cumulative liability of all Indemnified Parties to you or any third parties to you or any third parties in any circumstance is limited in total to the lesser of (a) the amount of Convenience Fees you paid to PlayPay in the six (6) months prior to the event giving rise to an alleged liability; or (b) fifty (50) Canadian dollars, as the sole and exclusive remedy.

9.3 No Warranty

The Services are provided 'As Is' and without any warranty or condition, express, implied, or statutory, of any kind. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not guarantee continuous, uninterrupted, error-free or secure access to any part of the Services.

9.4 No Jury or Class Action

You hereby waive any right trial by jury and agree that any and all disputes, claims, actions and causes of action arising out of or connected with the Terms of Service and all issues and questions concerning the validity, interpretation and enforceability of this Terms of Service and other documents shall be resolved individually, without resort to any form of class action.

10 TERMINATION

10.1 Termination by PlayPay

We may, in our sole discretion and without penalty or liability whatsoever, terminate this Agreement or your access to our Services for any reason and at any time, upon notice to you.

10.2 Post-Termination Transition

All monetary and non-monetary obligations of the parties owing or to be performed or discharged prior to the date of termination or expiration shall survive termination until such obligations have been performed or discharged.

11 MISCELLANEOUS

11.1 Currency

Unless otherwise specified, all dollar amounts referred to in this Agreement are in lawful money of Canada.

11.2 Relationship

PlayPay helps you receive payments from Members. PlayPay is an independent contractor for all purposes, except that PlayPay acts as your agent with respect to the custody of your funds. We do not guarantee the identity of any Member.

11.3 Third-Party Providers

We may use one or more third-party service providers in the course of providing our

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11.2 Relationship

PlayPay helps you make payments to Organizations. PlayPay is an independent contractor for all purposes, except that PlayPay acts as your agent with respect to the custody of your funds. PlayPay does not have control of or liability for the products or services that are paid for with the Services. We do not guarantee the identity of any Organization.

Services. You agree that information about you and your Payments may be shared with such service providers for the purposes of performing this Agreement in accordance with our Privacy Policy.

11.4 Features and Functionality

You understand that the Service may change over time as we refine and add more features or content. We reserve the right to update, modify, or discontinue the features, functionality, content or other aspects of the Service, at any time, with or without notice, in our sole discretion. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to this Agreement.

11.5 Entire Agreement

This Agreement constitutes the entire agreement between us relating to the subject matter of this Agreement; it supersedes and replaces any previous or contemporaneous agreements and discussions between us.

11.6 Representation and Warranty

You represent and warrant that your execution of and performance under this Agreement (a) in no way breaches, contravenes, violates or in any manner conflicts with any of your other legal obligations (including, without limitation, your corporate charter or similar document, if applicable) or any agreement between you and any third party; and (b) has been duly authorized by all necessary actions and does not require any consent or other action by or in respect of any third party.

11.7 Notices

In order to be effective, notice pursuant to this Agreement must be given as follows:

(a) notice to you may be given by electronic mail to the email address in your Account, or by posting such notice on our Website, whether addressed specifically to you or more generally to users of our Website or our Services; and

(b) except as otherwise stated in this

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We may use one or more third-party service providers in the course of providing our Services. You agree that information about you and your Payments may be shared with such service providers for the purposes of performing this Agreement in accordance with our Privacy Policy.

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Agreement, notice to us must be sent by postal mail to:

PlayPay Inc.
PO Box 520
5550 Manotick Main Street
Ottawa ON K4M 1A5

and such notice is effective on the fourth Business Day following the day on which it is postmarked.

11.8 Severability

The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions.

11.9 Governing Law

This Agreement is governed by, and is to be interpreted, construed and enforced in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario, excluding any rule or principle of conflicts of law that may provide otherwise. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.10 Jurisdiction

The parties irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of the Province of Ontario with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement except for applications for injunctive relief or specific performance by PlayPay. Each of the parties irrevocably waives any objection it may now or in the future have to the venue of any such action or proceeding, and any claim it may now or in the future have that any such action or proceeding has been brought in an inconvenient forum. Jurisdiction and venue under this Agreement shall lie in the Province of Ontario.

11.11 Binding Effect; Assignment

This Agreement inures to the benefit of and binds the parties, respective heirs, executors,

generally to users of our Website or our Services; and

(b) except as otherwise stated in this Agreement, notice to us must be sent by postal mail to:

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administrators and other legal representatives, successors and permitted assigns. You may not assign this Agreement without our prior written consent. We may assign this Agreement to a third party upon notice to you.

11.12 Equivalency

This electronic Agreement and any other materials incorporated herein will be:

- (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing;
- (b) legally enforceable as a signed writing as against the parties subject to the electronic documents; and
- (c) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business.

Electronic documents introduced as evidence in any judicial, arbitration, mediation or proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

11.13 Amendments

We may amend this Agreement from time to time at our discretion. You accept responsibility for reviewing all communication about this Agreement on our Website and acknowledge you will be deemed to have agreed to the terms of amendments communicated on our Website if you continue to use our Services.

11.14 Professional Advice

Any information provided to you by us is merely guidance and you agree that it does not constitute professional advice. You should consult with professional accounting, tax, legal and other advisors before deciding to use our Services.

11.15 Waivers

A waiver shall not be effective unless it is in

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writing and signed by the party against whom the waiver is being enforced.

11.16 Survival

The provisions of Sections 1, 3, 4, 5, 6, 8 and 9 of this Agreement shall survive termination and expiration.

11.17 Force Majeure

We are not responsible for damages caused by delay or the failure to perform any of our obligations under this Agreement when the delay or failure is the result of Force Majeure.

11.18 Language

The parties confirm that this Agreement, as well as any other documents relating to this Agreement, have been and shall be prepared in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

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A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

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