

Kachingpay.com®

Account Holder Agreement



Please read this Agreement carefully and retain a copy for your records.

The following terms and conditions govern your use of Kachingpay.com. By registering or using Kachingpay.com, you are agreeing to these terms and conditions and fees outlined herein.

Information disclosure summary*: Account Issuer: Your Kachingpay.com Account is issued by kachingpay.com incorporated.

Account Information and Balance: For Account terms and conditions, or to check your Balance for free, go online at <http://www.kachingpay.com/>.

Account Restrictions: The Account may not be used for gambling. Use of your Account in certain countries may be restricted by law. Use of your Account may be restricted at some online and offline merchants. Your Account may be deactivated at any time if fraud is suspected. Your Account is subject to maximum transaction limits, as set out below. Kachingpay.com incorporated may change these limits in accordance with Applicable Law and will post notice on the Website at least thirty (30) days in advance of the effective date of the change. The change will take effect on the date indicated in the notice.

Account Expiry: Your right to use the funds loaded on the Account does not expire.

Account Levels**:- KaChing!Lite: reserved to non merchants. -
KaChing!Merchant: reserved to merchants.

**kachingpay.com reserves the right to change the level of your account at 30 days notice.

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| | |
|---------------------------------------|------------|
| Limits (only applies to KaChing!Lite) | |
| Maximum Account balance | \$10000.00 |
| Maximum daily spend | \$400.00 |
| Maximum single spend | \$400.00 |
| | |

Fees: The table below sets forth the fees that may be imposed upon your Account. You acknowledge being advised of the fees and agree to pay all applicable fees under this Agreement.

| | |
|---------------------------------------|--------|
| Fees*** | |
| Activation Fee | \$0.00 |
| Monthly maintenance fee | \$0.00 |
| Payment Collected Transaction fee**** | 1.25% |
| Withdrawal | 0% |
| | |

*** Subject to change. See terms and conditions below for details.

**** Applicable to KaChing! Merchant Accounts only

Funds loaded onto the Account are not insured by the Canada Deposit Insurance Corporation (CDIC).

Lost or Stolen Mobile Device holding your Account information: You must take all reasonable precautions to protect your Account against the loss, theft or unauthorized use of your Mobile device. If your Device has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Account, or may attempt to use your Account without your permission, you must notify us IMMEDIATELY by calling at 1-xxx-xxx-xxxx. All transactions

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carried out on your Account before you notify us will be considered to have been authorized by you.

Split Tender Transactions: If the Balance on your Account is insufficient to cover the full transaction amount, you may request the merchant to conduct a split tender transaction, where you use the Account as partial payment for goods and services and then pay the remainder of the amount with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Account, your Account may be declined. Some merchants may require payment for the remaining balance in cash. Merchants are not obliged to accept split tender transactions, and some merchants may not accept split tender transactions.

*See detailed terms and conditions that follow. Definitions:

"Agreement" means this Accountholder Agreement between Kachingpay.com incorporated and the Accountholder and all documents that are expressly referred to herein, which govern your use of Kachingpay.com Account.

"Applicable Law" means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Consumer Protection Act (Quebec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Kachingpay and the Distributor are subject to, or any bylaw, operating rule or regulation of Kachingpay.

"Balance" means the amount of the funds that are loaded onto the

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Account.

"Account" means Kachingpay.com Account.

"Accountholder" means an individual who activates, receives and/or uses the Account.

"Distributor" means each distribution agent and retail outlet which offers the Accounts for sale to consumers. A Distributor is not an agent, mandatary or representative of Kachingpay.

"Kachingpay" means Kachingpay.com incorporated, the issuer of the Account.

"Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Account.

"Kachingpay" means kachingpay.com incorporated and its successors and assigns.

"We", "us", and "our" mean Kachingpay.

"Website" means www.kachingpay.com.

"You", "your", and "yours" each mean the Accountholder and any other person you allow to use the Account, whether or not permitted by the Agreement.

"KaChing!App" means the mobile application in the most current version available in the iTunes App store and Google Play

"Device" means any mobile device with the KaChing!App successfully installed on it and access to your Account.

The Account: The Account is a prepaid, stored-value Account that can be used anywhere that Kachingpay is accepted, including mail order, online and point of sale retail merchants, subject to the terms of this

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Agreement. The Account can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Account is sufficient. The Account is, and will remain, the property of Kachingpay. The Account is not a credit Account, charge Account, or debit Account and its usage will not enhance nor improve your credit rating. No interest dividends or other earnings or returns will be paid on the Account.

Neither the Account nor the Balance is a deposit account. You have no right to write cheques on the Account, but are strictly limited to the right to use the Account in accordance with this Agreement as payment for goods and services from merchants who accept Kachingpay.

Acceptance: This Agreement constitutes a binding agreement between Kachingpay and you with respect to the terms of use of the Account that you receive from an authorized Distributor of Kachingpay. By signing up for the Account, you agree to be bound by and accept the terms and conditions set out herein.

Use and Ownership of the Account: You are solely and completely responsible for the possession, use and control of the Account. You must surrender the Account to us immediately upon request. The Account may not be used for gambling, or any illegal transactions or purposes. If you authorize another person to use the Account you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Account by such person. To use the Account, simply follow the steps in the KaChing!App. You should retain the receipt as a record of the transaction. As you use the Account, the Account's Balance will be reduced or increased by the full amount of each transaction including taxes, charges and other fees, if any. We recommend that you write down the Account details and the customer service number in case the Device is lost or stolen.

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You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Account and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Account. You do not have the right to stop the payment of any transaction you conduct with the Account. We are not liable to you for declining authorization for any particular transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend this Agreement or any features or services of the Account at any time, with or without cause, with thirty (30) days notice to you, according to Applicable Law.

Information about Balance: It is your responsibility to keep track of the Balance remaining on your Account. To obtain the current Balance amount, or the transaction history visit the Website.

Your Account Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on your Account for any transaction. If you attempt to use the Account when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Account, creating a negative amount, you agree to reimburse us, upon request, for any amount in excess of the Balance.

Transactions Made In Foreign Currencies: We convert transactions made in a foreign currency to Canadian dollars using a Kachingpay conversion rate in effect on the day the transaction is posted to your Account. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The Kachingpay conversion

rate is the rate that we pay to Kachingpay plus a foreign exchange service charge of 2.5%. This rate may not be the same rate that

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existed on the date the transaction was made.

However, if a foreign currency transaction is refunded to your Account, the Kachingpay conversion rate used to convert your refund to Canadian dollars for your Account is the rate that we pay to Kachingpay minus the foreign exchange service charge of 2.5%. Additionally, the rate that we pay to Kachingpay may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to your Account for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to your Account for that transaction.

Protection against Loss, Theft, or Unauthorized Use: If your Device is lost or stolen, it is your responsibility to secure your account through the means offered to you on the Website. You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution.

If you have not registered the Account on the Website, you authorize us to act in your place as Account holder to take any steps we deem necessary in the case of suspected or alleged fraudulent use of the Account or Account number.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement, except that we will never add any new fees to your Account or increase any existing fees. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Account, including, without limitation, all future transactions made using the Account. You are responsible for checking our Website for such notifications. You will be deemed to

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accept and be bound by the amendment upon use of the Account following the effective date of the amendment. If you do not agree to any change of this Amendment, you agree to immediately stop using the Account and notify Kachingpay that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Account or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. Please ask the merchant for any return policy that may apply to purchases made with the Account. We are not responsible for any problems you may have with any goods or services that you purchase with your Account, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Account, you agree to accept credits to the Balance on your Account in place of cash.

Complaints: If you have a complaint or inquiry about any aspect of your Account, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at 1-866-466-8082. If customer service is unable to resolve the complaint or inquiry to your

satisfaction, please call the Kachingpay complaint officer at 1-855-694-6214. Kachingpay will do our best to resolve your complaint or inquiry. If for some reason Kachingpay is unable to resolve the issue to your satisfaction, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. You may also communicate the complaint or inquiry to:

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Financial Consumer Agency of Canada 427 Laurier Avenue West, 6th Floor Ottawa, ON, K1R 1B9

Telephone: 1-866-461-3222 www.fcac-acfc.gc.ca

Notice Of Data Protection And Privacy Policy: Information We Collect/Information Security: Kachingpay may obtain personal information ("Accountholder Information") about you, including information (i) provided to us such as your name and/or your address, (ii) provided by you contacting our Customer Services (see Contact Information section of the Agreement), and (iii) about purchases you made with the Account, such as the date of the purchase, the amount and the place of purchase. We may also obtain information from providers of identification services and demographic information.

You may communicate with us through our customer service toll-free number or the Website with regards to requests to access or rectify information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and rectification in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be rectified, where necessary. Only those persons who need it to perform their job responsibilities are authorized to have access to Accountholder Information unless otherwise specifically disclosed or agreed to by you. Kachingpay maintains physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Accountholder Information.

Disclosure: We may use Accountholder Information (including the transfer of your information to individuals or organizations in the United States) to process Account transactions, to provide Customer Service in other countries in which we service our Accountholders, to

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process claims for lost or stolen Accounts, to help protect against fraud, and to conduct research and analysis with our Accountholders through mail, phone or email surveys. If you have provided your consent, we may use Accountholder Information for direct mail communications and/or emails about upcoming promotions and offers. Kachingpay may provide certain Accountholder Information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas.

The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, Kachingpay will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your

jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and cancel the Account, you must communicate with customer service and request we cancel the Account and discontinue any further use of your personal information.

Assignment and Waiver: At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. This Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns. In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction

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made with the Account, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Account. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Account, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied, regarding any subject matter of this Agreement, including, without limitation, any implied warranties of merchantability of fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage or trade.

Limitation of Liability: Except as expressly required by this Agreement or Applicable Law, we will not be liable to you for performing or failing to perform any obligation under this Agreement unless we have acted in bad faith. Without limiting the foregoing, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, insurrection, war, riots, failure of merchants to honour the Account, failure of merchants to perform or provide services, failure of communications systems, or failures of or difficulties with our equipment or systems. Not in limitation of the foregoing, we will not be liable to you for any delay, failure, or malfunction attributable to your equipment, any Internet service, any payment system or any customer service function. In the event that we are held liable to you, you will only be entitled to recover your actual and direct damages. In no event shall you be entitled to recover

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any indirect, consequential, exemplary or special damages (whether in contract, tort, or otherwise), even if you have advised us of the possibility of such damages.

Website and Availability: Although considerable effort is expended to make the Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance or Website changes or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes or armed conflicts. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

Governing Law: The parties attorn to the jurisdiction of Ontario and this Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and Canada.

Entire Agreement: This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

Section Headings: Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation

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of any provision of this Agreement.

Severability: If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

Contact Information: If you have questions regarding the Account, or need to report a lost or stolen Account, you may call Customer Service at 1-866-466-8082 or write to: The Perfect Gift Kachingpay Customer Service; 1400 - 888 Dunsmuir Street, Vancouver, BC V6C 3K4.

Effective: October 27 2015