

TIPTAPPAY TERMS OF USE

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BACKGROUND

TipTapPay Micropayments Limited (TipTap) offers a proprietary touchless payment solution comprised of hardware, software, and professional services.

These Terms of Use (“**Terms**”) govern the use of TipTap’s website, hardware, software and professional services (collectively referred to as the “**Services**”). The terms “**you**” and “**your**” and “**Customer**” refer to users of the Service and its component parts.

USER REQUIREMENTS

All online aspects of the Services (including, for example, the reporting dashboard) will require Customer to register and establish online access credentials, and to agree to the terms and conditions applicable to Users of the TipTap Platform (“**TipTap Terms of Service**”).

By using the Services you are entering into a contract with TipTap under these Terms. In order to be able to use the Services you first need to sign-up with TipTap by completing an Order Form. When signing-up, you are obligated to provide TipTap with certain information, including shipping information, billing information, and contact information. Upon successfully signing-up with TipTap, TipTap will provide you with an account, accessible for you with a password of your choice.

PRIVACY AND CONFIDENTIALITY REQUIREMENTS

In connection with your use of the Services, TipTap may send you electronic service messages. These electronic messages may be sent for various reasons, including for security purposes (e.g. verifying that your smartphone is connected to the phone number you entered upon registration). For information about promotional and marketing messages, please refer to our [Privacy Policy](#).

ACCEPTABLE USE

You warrant that the information you provide to TipTap is accurate and complete and that you will keep the information you have provided to TipTap current through the Services. TipTap is entitled at all times to verify the information that you have provided and to refuse the Services or use of the Services without providing reasons.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. TipTap is not liable if you do not have a compatible device and cannot access the Services from your device.

TipTap reserves the right to terminate the Service and the use of the Services should you be using the Services on an incompatible or unauthorized device.

By using the Services you further agree that:

1. You will only use the Services for your sole, business use and will not resell it to a third party;
2. You will abide by the TipTap [Device Use and Care Expectations](#);
3. You will not authorize others to use your account;
4. You will not assign or otherwise transfer your account to any other person or legal entity;
5. You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
6. You will not use the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
7. You will not use the Services to cause nuisance, annoyance or inconvenience;
8. You will not impair the proper operation of the network;
9. You will not try to harm the Services in any way whatsoever;
10. You will not copy, or distribute the Services or other TipTap content without written permission from TipTap;
11. You will keep secure and confidential your account password or any identification we provide you which allows access to the Services;

12. You will provide us with whatever proof of identity/status we may reasonably request;
13. You will only use our Services through an internet connection you are authorized to use;
14. You are aware that when Services may require receiving or sending messages by SMS (if available in your jurisdiction), standard messaging charges (if any) will apply;
15. You will not use the Services with an incompatible or unauthorized device;
16. You will comply with all applicable laws including, secondary legislation of the area in which you are present while using the Services.

TipTap reserves the right to immediately terminate your use of the Services should you not comply with any of the above rules or the following provision applicable to Customer.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the entity or subject entity.

“**Applicable Laws**” means, in respect of any person, property, transaction or event, all applicable Canadian, U.S., or foreign federal, provincial, state, municipal or local government laws, statutes, rules, by-laws and regulations, and all applicable official rules, policies, notices, directives, orders, judgments and decrees of any Governmental Authority, all as amended from time to time.

“**Beta Services**” means TipTap services or functionality that may be made available to Customer to try at its option and which are clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, trial, or by a similar description.

“**Branding Elements**” means Customer’s trademarks, logos, trade names and service marks, together with any other text, graphical content, URL addresses, images, data, or code provided to TipTap by Customer, or on Customer’s behalf.

“**Customer Content**” means any text, audio, video, images, and other content provided by Customer (or by others on behalf of Customer). Customer Content does not include Third Party Service Content even if the Third-Party Service Content is available within the Platform.

“**Data Center Service Provider**” means any third party retained by TipTap to provide all or part of the Services at one or more secure data centers.

“**Documentation**” means the TipTap documentation and policies applicable to the Services, as amended by TipTap from time to time, which are generally available to certain Users through the Web Portal.

“Force Majeure Event” means any event or circumstances beyond the reasonable control of a party, including an act of God, act of government, flood, fire, pandemic, epidemic, disease, earthquake, civil unrest, act of terror, strike or other labour problem, Internet or telecommunications service failure or delay, Third Party Service Provider failure or delay, World Health Organization declared pandemic or epidemic, recognized health threats as determined by the World Health Organization, the Centers for Disease Control or the Public Health Agency of Canada (including COVID-19 (but only with respect to new restrictions in effect subsequent to the Effective Date), H1N1 or similar infectious diseases, or government action, decree or order affecting the jurisdiction where the Services are to be provided to Customer or a denial of service attack.

“Governmental Authority” means any governmental or regulatory authority, agency, commission or board of any Canadian, U.S., or foreign federal, provincial, state, municipal or local government, parliament or legislature, or any court or, without limitation, any other law, regulation or rule-making entity having or purporting to have jurisdiction in the relevant circumstances, and whether now or in the future constituted or existing, or any person acting or purporting to act under the authority of any of them.

“Hardware” means TipTap’s proprietary touchless, fixed-amount payment processing device, identified in an Order Form, which accepts payment via major credit card or debit card (including by way of “tap”-based payment technologies such as ApplePay, Google Pay and similar third-party payment processors).

“identified or identifiable” means, in relation to information and a natural person, that the natural person is specifically identified in the information or that there is a serious possibility that the natural person could be specifically identified through the use of that information, alone or in combination with other reasonably available information, and in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier, or by reference to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Launch Date” means the actual date on which Customer deploys the Hardware and starts accepting donations or receipts therethrough from members of the public.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

“Order Form” means an ordering document describing the Services to be provided under these Terms that is entered into between Customer and TipTap, and any addendums or supplements to the ordering document, including any schedules or exhibits to any of them, as it or they may from time to time be amended or supplemented.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Platform” means TipTap’s proprietary payment management platform comprised of various components, which is made available by TipTap.

“**Processed Payments**” means the gross amount of payments processed via the Hardware, less any chargebacks.

“**Processor**” means card processing third party service provider agreed to by both Parties.

“**Professional Services**” means professional services provided by TipTap to Customer under an Order Form, including signage.

“**Services**” means the TipTap services which are ordered by Customer under an Order Form and made available by TipTap to Customer. Unless otherwise provided in an Order Form, Services do not include services provided by third party service providers or Professional Services.

“**Terms**” means these terms of use and any schedules, exhibits, addenda and hyperlinked documents, linked documents, and all Order Forms between TipTap and Customer, as it or they may from time to time be amended or supplemented.

“**Third Party Service**” means a service that is provided by a third party through the Platform.

“**Third Party Service Content**” means any text, audio, video, images, and other content that is provided by a Third Party Service Provider (or by others on behalf of the Third Party Service Provider), such as (without limitation) information about the Third Party Services.

“**Third Party Service Provider**” means the provider of a Third Party Service.

“**User**” means a natural person who is authorized by Customer to use the Services for administrative purposes, and to whom Customer or, when applicable, TipTap, upon Customer’s written request, has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer or of third parties with which Customer transacts business that have administrative permissions on the Platform.

“**Web Portal**” means Customer’s standard web portal that enables Users to obtain access to the Platform.

2. **SERVICES**

- (a) **Services.** TipTap will make the Services available to Customer in accordance with these Terms and the applicable Order Forms.
- (b) **Professional Services.** TipTap will provide Professional Services in accordance with any Order Form agreed to by both Parties.
- (c) **Beta Services.** From time to time, TipTap may make Beta Services available to Customer. TipTap may choose to try such Beta Services or not in its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under these Terms. However, all restrictions, TipTap

reservations of rights, and Customer obligations concerning the Services, and TipTap of any related Third Party Services, will apply equally to Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire on the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. TipTap may discontinue Beta Services at any time in its sole discretion and may never make them generally available. TipPay will have no liability for any harm, lost revenue or damage arising out of or in connection with a Beta Service.

3. FEES AND PAYMENTS.

- (a) In consideration of TipTap's provisioning of the Services to Customer, Customer shall pay to TipTap the following:
- (i) **Hardware Lease Payments.** TipTap shall lease to Customer, and Customer shall lease from TipTap the Hardware and accessories as agreed to in the Order Form. Lease Payments shall accrue from the Launch Date through the end of the Term and shall be calculated based on the average number of Hardware devices in Customer's possession in a given month.
 - (ii) **License Fees.** The Services provided by TipTap hereunder are offered on a licensed-basis and will carry a license fee set forth in the Order Form (the "**License Fees**").
 - (iii) **Activation Fees.** In the event the Customer does not provide the data to set up the Web Portal in prescribed format a fee of \$2 per device will be charged.
- (b) **Deposit; Payment Terms.** Customer shall remit to TipTap a deposit as indicated in the Order Form (the "**Deposit**") within 10 days following the full execution of these Terms. Unless otherwise set out in the Order Form, once the Deposit Term is complete, TipTap shall commence billing Customer for Lease Payments and Licence Fees on a monthly basis, with payments due within 10 days following Customer's receipt of TipTap's invoice. Lost or damaged Hardware devices shall be billed at a rate of \$250 per device.
- (c) **Taxes.** TipTap's fees and expenses do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, HST, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases under these Terms. If TipTap has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, TipTap will invoice Customer and Customer will pay that amount unless Customer provides TipTap with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, TipTap is solely responsible for taxes assessable against it based on its income, property and employees. All payments by Customer under these Terms will be without deduction or withholding for Taxes unless Customer

is compelled by Applicable Laws to deduct or withhold Taxes, in which event Customer will pay to TipTap such additional amounts necessary to enable TipTap to receive, after all deductions and withholdings for such Taxes, a net amount equal to the full amount which would otherwise have been payable under these Terms if no such deduction or withholding was required.

4. **TIPTAP RESPONSIBILITIES.**

During the Term, TipTap shall make the Platform available to Customer as follows:

- (a) **Hardware.** During the Term, TipTap shall deliver to Customer such number of leased Hardware devices as agreed-to by the Parties.
- (b) **Services.** During the Term, and assuming the Customer is not in breach of these Terms, TipTap shall provide the Services to the Customer. The Services specifically include the technical support and hardware maintenance and support set forth below. For clarity and the avoidance of any doubt, TipTap is not a broker, agent, financial institution, payment processor, credit or debit card issuer, creditor or non-profit organization or corporation.
- (c) **Technical Support.** TipTap will provide Customer with Platform-related technical support in accordance with the support services terms found at tiptappay.com/support (“**Support Services**”). TipTap will monitor the activity of each device throughout the duration of the Term.
- (d) **Hardware Maintenance & Support.**
 - (i) During the Term, TipTap will ensure that all Hardware furnished hereunder shall: (A) be free from latent and patent defects in workmanship, material, manufacture, and (B) comply with the requirements of these Terms.
 - (ii) If the Hardware does not meet the requirements hereunder, TipTap shall, at its option and as Customer’s sole remedy, either (A) correct any defective or nonconforming Hardware by repair; or (B) replace the nonconforming Hardware.
 - (iii) The obligations set forth in this Section 4(d) shall not apply to the extent a defect or other issue arises from misuse, modifications made by Customer, or abnormal conditions of operations (normal wear and tear excluded).
 - (iv) TipTap shall, at its option, collect and assess nonconforming Hardware to determine if action under this Section 4(d) is warranted.

5. **USE OF THE SERVICES BY CUSTOMER**

- (a) **Customer Responsibilities.** Customer will (i) be responsible for its Affiliates’ and Users’ compliance with these Terms, the Documentation and the Order Forms, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the

Services and Documentation, and notify TipTap promptly of any such unauthorized access or use, (iii) use Services and Documentation only in accordance with these Terms, the Documentation, the Order Forms and Applicable Laws, and (iv) comply with terms of service of any Third Party Services with which Customer uses the Services and be responsible for its Affiliates' and Users' compliance with such terms of service.

- (b) **Payment Processor.** TipTap is a developer and provider of hardware and technical services, and is not otherwise involved in the payment processing flow that involves processors, gateways, card associations, etc., unless otherwise engaged. Consequently, in advance of the Launch Date, Customer shall enter into a payment processing Terms with a card processing corporation as its payment processor. Aside from Hardware-related issues, Processor will remain solely responsible for any payment processing-related issues experienced by Customer.
- (c) **Pilot Processing.** Notwithstanding section 5(b), should the Customer require payment processing capability for a pilot they will enter into an Terms similar to those in this link to [“Provision of Payment Processing for Pilot”](#).
- (d) **Online Registration.** Customer is responsible for ensuring accurate registration for access to the Services provided by TipTap. Customer shall promptly provide updated information to TipTap in the event that any of the registration information previously provided needs to be revised.
- (e) **Hardware Devices.**
 - (i) During the Term, Customer shall be responsible for setting up, configuring and maintaining the Hardware devices, based on the following: (A) the Documentation; (B) the intended location of the Hardware device; and (C) the number of Hardware devices to be installed at each Customer address, such number to be determined jointly by the Parties and specified in any Order Form, as amended from time to time.
 - (ii) Customer shall pay for all costs related to the set up, configuration and maintenance of each Hardware device at each applicable Customer location, including the cost of the equipment, utilities and the fees of any such third party service provider. If Customer fails to meets its obligations in any respect of the set up, configuration and maintenance of the Hardware devices, and this affects TipTap's ability to perform its obligations, TipTap will be relieved of such obligations.
 - (iii) Where delivery of Hardware devices is required under an Order Form:
 - (A) Although TipTap will take commercially reasonable efforts to deliver Hardware devices to Customer by the dates requested in an Order Form, and within the stated lead times, TipTap does not guarantee that it will be able to do so. TipTap reserves the right to reasonably delay any such delivery should it deem it necessary.

- (B) TipTap will arrange for shipment of all Hardware devices requested in an Order Form. All shipments will be delivered as provided in an Order Form. For clarity, Customer is responsible for all fees related to the shipment of Hardware devices to Customer and the return of such Hardware devices to TipTap at the end of the Term. Should the Customer request expedited delivery it must first be approved for payment by Customer.
 - (C) Customer will inspect all Hardware devices promptly upon delivery by TipTap and may reject any Hardware device that is not in compliance with the specifications of the Order Form. TipTap's only liability for the rejected Hardware device is limited to, at TipTap's sole discretion, replacing or repairing such defective Hardware device. Any Hardware device that Customer makes available to the public or not properly rejected by Customer within 2 days of receipt of shipment will be deemed accepted. To reject any Hardware device, Customer shall notify TipTap of its rejection, by facsimile or email to TipTap's designated contact, within 2 days of receipt of the shipment.
 - (D) **Unless otherwise stated in the applicable Order Form, the Hardware device is leased to Customer and not sold and Customer is not acquiring any property rights in the Hardware device.** TipTap may repossess any Hardware device immediately without notice to Customer on termination of these Terms or of the relevant Order Form, or for Customer's failure to pay any Fees under these Terms.
 - (E) Should Customer request a swap of Hardware device to change denomination or any other reason, a formal request must be submitted and approved by TipTap. Exchange charges will apply and TipTap reserves the right, which will not be unreasonably held, to deny such requests.
- (iv) During the Term, Customer shall:
- (A) grant TipTap the right to access the Customer locations and more particularly, the Hardware devices, at all times with reasonable prior notice, to allow TipTap to perform its obligations under these Terms and as requested under the [Photo, Interview and Media Consent](#);
 - (B) ensure that Customer employees, agents and contractors that administer the use of or service Hardware devices, or otherwise assist members of the public in using Hardware devices, are trained accordingly as outlined in the [Device Use and Care Expectations](#);

- (C) in good faith, and as an ordinary prudent person in a like position would use under similar circumstances, take reasonable care in administering the use of Hardware devices, servicing Hardware devices, and assisting the public in their use of the Hardware devices as outlined in the [Device Use and Care Expectations](#); and
- (D) with respect to Hardware devices made available by TipTap to Customer, be responsible for any cost or expense related to any damage to or the replacement of any loss or theft of the Hardware devices.
- (v) Immediately upon termination of these Terms, Customer shall cease access to, and use of, the Services and, at Customer's expense, remove and return to TipTap the Hardware devices and related materials, in all cases within 10 days following the effective date of termination. All such returned Hardware devices will be in a condition reasonably approximating that as existed at the Effective Date, subject to reasonable wear and tear. In the event Customer does not remove and return to TipTap the Hardware devices and related materials at the end of the Term, TipTap will have the right to treat the device(s) as lost and charge the appropriate fees found under Section 3-(b) and charge the previously agreed pricing until such right is exercised.
- (f) **Changes to the Services.** Subject to TipTap's obligations under "Representations and Warranties", TipTap may make changes to the Services from time to time, in its discretion, including to add or modify features or functionality.
- (g) **TipTap Personnel, Subcontractors and Service Providers.** TipTap will be responsible for the performance of its personnel, subcontractors and service providers and for their compliance with TipTap's obligations under these Terms, except as otherwise specified in these Terms. For greater certainty, Third Party Service Providers are not subcontractors or service providers of TipTap.
- (h) **Third Party Services.** If Customer elects to use any Third Party Services with the Services, then Customer grants TipTap permission to allow the Third Party Service Provider to access the Services as required for the interoperation of the Third Party Services with the Services. TipTap is not responsible for any disclosure, modification or deletion of End User Data, Customer - End User Interaction Data, Customer Service Data, or Customer Content resulting from access by the Third Party Service Provider. Any use by Customer of a Third Party Service, and any exchange of data between Customer and the Third Party Service Provider, is solely between Customer and the Third Party Service Provider. TipTap does not warrant or support Third Party Services or other non-TipTap products or services, whether or not they are designated by TipTap as "certified" or otherwise, unless otherwise expressly provided in an Order Form. TipTap does not guarantee the continued availability of Third Party Services. If TipTap reasonably forms the view that a Third Party Service used with the Services by Customer is causing or will cause

TipTap to violate Applicable Laws or third-party rights, then TipTap may notify Customer. Promptly after receipt of such notice by Customer, the Parties will meet and negotiate in good faith to resolve the issue. If within 10 days after receipt of such notice by Customer (or such longer period as may be agreed between the Parties, each acting reasonably) the Parties do not agree on a solution or Customer does not instruct TipTap to disable the applicable Third Party Service, then TipTap may disable the applicable Third Party Service until the potential violation is resolved.

- (i) **Restrictions on Use.** Customer shall use the Platform only for its intended purpose. Customer agrees to use the Platform in compliance with all applicable privacy, data protection, intellectual property, and other applicable laws, rules, regulations, industry-specific standards, requirements and guidelines (or any amendment or modification thereto or reasonable interpretation thereof). Customer shall not, and Customer shall not permit its Users to: (i) aggregate, copy, or duplicate the Platform, Hardware or Services; (ii) use data mining, robots, or other data gathering devices on the Platform or any products or services; (iii) remove, disable, damage, circumvent, or otherwise interfere with the security of the Platform inclusive of all Hardware and Services; (iv) interfere or attempt to interfere with the proper working of the Platform; (v) gain or attempt to gain unauthorized access to the Platform or computers linked to the Platform; (vi) reverse engineer or attempt to reverse engineer all or any portion of the Platform; (vii) frame or link to the Platform without permission; (viii) attempt to submit or submit viruses, worms, time bombs, Trojan horses or other malicious code to the Platform; (ix) take any action imposing an unreasonable or disproportionately large load on TipTap's infrastructure; (x) obtain or attempt to obtain unauthorized access to other users' accounts; (xi) sell, transfer, or assign any of its rights to use the Platform to a third party without TipTap's express written consent; (xii) use the Platform in a manner that results in or may result in complaints, disputes, claims, fines, penalties, and other liability to TipTap or others; (xiii) use the Platform in an illegal way or to commit an illegal act; or (xiv) access the Platform from a jurisdiction where it is illegal, unauthorized, or subject to penalties, fines, or additional costs or fees.

- (j) **Appropriate Use.** Customer represents, warrants, and covenants that (i) all Customer Content it provides in connection with use of the Platform is accurate, complete, and not likely to deceive; (ii) all donations or receipts contributed through the Platform will be used solely as described in the materials that you post or otherwise provide; (iii) it will not infringe the rights of others; (iv) it will comply with all relevant and Applicable Law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your project; and (v) to the extent Customer shares with TipTap any Personal Data of any third party for any purpose, including names, email addresses and phone numbers, it has the authority (including any necessary consents), as required under Applicable Law, to provide TipTap with such personal data and allow TipTap to use such Personal Data for the purposes for which you shared it with us. Customer authorizes TipTap, and TipTap reserves the right to, provide information relating to your activity to donors,

beneficiaries of your activities or law enforcement, and to assist in any investigation thereof.

- (k) **Third Party Use.** If Customer uses the Platform for the benefit of a third party charity or non-profit organization, Customer represents and warrants that: (i) it is a fully-authorized representative of such organization, and is authorized to raise funds or bind the organization to these Terms; (ii) it is raising funds for a charity or non-profit organization with a cause or activity that is legal under all applicable federal, provincial, and local laws and regulations; (iii) all donated funds will be used solely for the purpose communicated to potential donors, stated on and in connection with Customer's use of the Platform, and under no circumstances may Customer use the funds for any other purpose; and (iv) the charity or non-profit organization has and will maintain tax-exempt status under applicable law.

6. PROPRIETARY RIGHTS AND LICENSES

- (a) **Reservation of TipTap Rights.** Notwithstanding anything to the contrary contained in these Terms, TipTap and its licensors have and will retain all right, title and interest in and to the Platform, the Hardware, the Services, the Documentation, and the software and systems used to provide the Platform, the Hardware and the Services (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. Each Third Party Service Provider and its licensors have and will retain all right, title and interest in and to its Third Party Services, documentation, and the software and systems used to provide the Third Party Services (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. Customer acknowledges that it is obtaining only a limited right to use the Services, Third Party Services and Documentation. No rights are granted to Customer under these Terms other than as expressly set forth in these Terms.
- (b) **License by TipTap for Documentation.** TipTap grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free license to use the Documentation solely for Customer's internal business purposes associated with its use of the Services, and solely for the applicable subscription term. **Customer will reproduce TipTap's copyright notice on all copies of the Documentation.** On the expiry of the applicable subscription term, Customer will destroy or delete all copies of the Documentation then in its possession or control.
- (c) **License by TipTap for Deliverables.** Unless otherwise provided in an Order Form, on Customer's payment of fees and expenses payable under an Order Form for Professional Services, TipTap grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) each deliverable provided by TipTap to Customer under such an Order Form for Professional Services, solely for Customer's internal business purposes associated

with its use of the Services, and solely for the applicable subscription term for the associated Services.

- (d) **License by Customer for Customer Content and Customer Branding Elements.** As between Customer and TipTap, Customer owns all right, title and interest in and to all Customer Content and Customer Branding Elements. Customer grants TipTap, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Content and Customer Branding Elements as necessary for TipTap to provide the Services in accordance with these Terms.
- (e) **License by Customer to Use Feedback.** Customer grants to TipTap and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Affiliates or Users.

7. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of TipTap includes the Platform, the Services and the Documentation. Confidential Information of each party includes the provisions of these Terms and all Order Forms, linked documents and Statements of Work (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed by the Receiving Party to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.
- (b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the

Confidential Information than those in these Terms. Customer shall not disclose TipTap's Confidential Information to any person who would reasonably be understood to be a competitor of TipTap or the personnel of any such person without the prior written consent of TipTap (which consent may be conditioned on such party entering into a non-disclosure Terms directly with TipTap). TipTap may disclose relevant aspects of Customer's Confidential Information to Third Party Service Providers, to the extent that such disclosure is reasonably necessary for the provision of Third Party Services. Neither party will disclose the provisions of these Terms, linked documents or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliates, legal counsel or accountants will remain responsible for such Affiliates', legal counsel's or accountant's compliance with this "Confidentiality" section.

- (c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, then the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to that Confidential Information.
- (d) **Return of Confidential Information.** Except as otherwise expressly provided below, on the request of the Disclosing Party, the Receiving Party will (i) return or destroy all tangible forms of Confidential Information of the Disclosing Party in its possession or control, (ii) use all commercially reasonable efforts to erase or destroy all electronic copies of such Confidential Information, and (iii) certify to the Disclosing Party that such materials have been either returned, erased or destroyed, in each case except as to signed original copies of any contractual documents or other materials customarily held by the Receiving Party as legal archival material. Notwithstanding the above, the Receiving Party may retain copies of the Confidential Information of the Disclosing Party for archival, audit, legal and/or regulatory purposes.

8. TERM AND TERMINATION

- (a) **Term.** These Terms commences on the Effective Date and continues until all Order Forms under these Terms have expired or have been terminated.
- (b) **Termination at Processor's Request.** Notwithstanding any other provisions of these Terms, TipTap may terminate these Terms at any time upon request of the Processor. In no event will termination relieve Customer of its obligation to pay any fees for the period prior to the effective date of termination.

- (c) **Termination for Breach.** Either Party may terminate these Terms for cause on 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period. If these Terms are so terminated by Customer, then TipTap will refund Customer any prepaid fees covering the remainder of the subscription terms of the terminated subscriptions. In no event will termination relieve Customer of its obligation to pay any fees for the period prior to the effective date of termination. If these Terms are so terminated by TipTap, then Customer will pay to TipTap an amount equal to the aggregate of all fees payable for the Services for the remainder of the subscription terms applicable to the Services.
- (d) **Early termination by Customer.** Pricing, benefits and extra services may be provided based on number of devices and duration of program agreed to in the order forms and linked documents. Should the Licensing Terms be terminated by the Customer prior to the original End Date, the Customer is responsible for any price adjustments deemed necessary to reflect the actual term period at time of termination.
- (e) **Suspension.** TipTap may suspend use of some or all of the Services if TipTap believes the suspension is reasonably needed to prevent fraud, unauthorized access to the TipTap Platform, or for other security reasons, or to otherwise protect TipTap's systems or other customers. In such circumstances, TipTap will give as much notice as reasonably possible before TipTap suspends, except where TipTap reasonably believes that TipTap needs to suspend immediately. TipTap may also suspend use of some or all of the Services on 30 days written notice to Customer if (i) Customer does not pay any undisputed amounts that are due under these Terms within 30 days of their due date, or (ii) Customer, a Customer Affiliate or a User is in material breach of these Terms, and if either such breach remains uncured at the expiration of such 30 day notice period. A suspension will remain in effect only for so long as the condition or need exists.
- (f) **Survival.** All sections of these Terms that by their nature should survive expiration or termination will survive expiration or termination, including ownership, warranty disclaimers, limitations of liability and any obligations to pay amounts accruing prior to the expiration or termination date. Without limiting the generality thereof, sections 6, 7, 10, 11, 12 and 13 will survive expiration or termination.

9. REPRESENTATIONS AND WARRANTIES

- (a) **Authority.** Each Party represents and warrants that it has: (i) all requisite legal and corporate power to execute and deliver these Terms, (ii) taken all corporate action necessary for the authorization, execution and delivery of these Terms, (iii) no agreements or understandings with any third party that interfere with or will interfere with its performance of its obligations under these Terms, (iv) obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted under these Terms, and (v)

taken all action required to make these Terms a legal, valid and binding obligation of such party, enforceable against such Party in accordance with its terms

- (b) **Warranties for Services.** TipTap warrants that during an applicable term (i) the Services will be performed materially in accordance with the applicable Documentation, and (ii) TipTap will not materially decrease the overall functionality of the Services. For any breach of this warranty, Customer's exclusive remedy and TipTap's entire liability will be for TipTap to use commercially reasonable efforts to cause the Services to comply with the warranty within a reasonable period of time after receipt of notice in writing from Customer.
- (c) **Warranties for Professional Services.** TipTap warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Customer's exclusive remedy and TipTap's entire liability will be the re-performance of the applicable portion of the Professional Services. If TipTap is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to TipTap for the deficient Professional Services. Customer must make any claim under this warranty to TipTap in writing within 30 days of the delivery of the applicable work in order to receive warranty remedies.

10. DISCLAIMERS

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTY, CONDITION OR OTHER AGREEMENT OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY STATUTORY OR IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIRD PARTY SERVICES AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. TIPTAP DOES NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR DELAY, THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES SATISFY ALL APPLICABLE LAWS OR REGULATORY REQUIREMENTS THAT ARE APPLICABLE TO CUSTOMER. TIPTAP DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY DATA CENTER SERVICE PROVIDER.
- (b) Customer agrees that, unless otherwise expressly provided in an Order Form, Customer's purchases of the Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by TipTap regarding future functionality or features.

11. LIMITATION OF LIABILITY

- (a) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TIPTAP AND ITS AFFILIATES, SUBCONTRACTORS, SERVICE PROVIDERS, LICENSORS, AND THIRD PARTY SERVICE PROVIDERS, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “**TIPTAP TEAM**”) FOR ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL FEES AND EXPENSES (COLLECTIVELY, “**LOSSES**”) ARISING OUT OF OR RELATED TO THE SERVICES OR UNDER OR IN CONNECTION WITH THESE TERMS, FOR ALL LOSSES ARISING OUT OF OR RELATED TO THE SERVICES OR UNDER OR IN CONNECTION WITH THESE TERMS, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THESE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT (INCLUDING UNDER AN INDEMNITY) OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THESE TERMS.
- (b) IN NO EVENT WILL ANY MEMBER OF THE TIPTAP TEAM OR THE CUSTOMER HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR UNDER OR IN CONNECTION WITH THESE TERMS FOR ANY LOST PROFITS, REVENUES OR GOODWILL, FAILURE TO REALIZE EXPECTED SAVINGS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COVER, BUSINESS INTERRUPTION OR DOWNTIME COSTS, THIRD-PARTY DAMAGES (INCLUDING ANY SERVICE LEVEL CREDITS PAYABLE BY CUSTOMER OR ANY OTHER PERSON), LOSS OF DATA, OR PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, WHETHER AN ACTION IS IN CONTRACT (INCLUDING UNDER AN INDEMNITY) OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THIS DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THESE TERMS.
- (c) Any liability of a Party for Losses, however caused (including by negligence), in connection with the Services or these Terms is reduced to the extent that the other Party or its Affiliates, or its or their employees, contractors or agents, contributed to the Losses.
- (d) Neither Party will be able to recover the same Loss more than once by bringing separate claims under or in connection with these Terms.

12. MUTUAL INDEMNIFICATION

- (a) TipTap will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, legal fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by TipTap in writing of, a Claim Against Customer, provided Customer (i) promptly gives TipTap written notice of the Claim Against Customer, (ii) gives TipTap sole control of the defense and settlement of the Claim Against Customer (except that TipTap may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability), and (iii) gives TipTap all reasonable assistance, at TipTap's expense. If TipTap receives information about an infringement or misappropriation claim related to the Services, TipTap may in its discretion and at no cost to Customer (A) modify the Services so that they are no longer claimed to infringe or misappropriate, subject to TipTap's warranties under "Warranties for Services", (B) obtain a license for Customer's continued use of the Services in accordance with these Terms, or (C) if the options under clauses (A) or (B) are not possible on terms that TipTap considers to be commercially reasonable, terminate Customer's subscriptions for the Services on 30 days' written notice and refund Customer any prepaid fees covering the remainder of the subscription terms of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent a Claim Against Customer arises from (1) a Third Party Service or Customer's use of a Third Party Service, (2) Customer's breach of these Terms, the Documentation, applicable Order Forms or the service terms applicable to Third Party Services, (3) use or combination of the Services with any other product or service, (4) modification of the Services or any component without TipTap's express written approval, or (5) use of the Services for any purpose or in any manner other than as specifically contemplated by these Terms without TipTap's express written approval.
- (b) Customer will defend TipTap and its Affiliates and their respective directors, officers, and employees against any claim, demand, suit or proceeding made or brought against TipTap by a third party alleging that any Customer Content, any Customer Branding Elements, or any Customer communication with End Users infringes or misappropriates such third party's intellectual property rights or other rights, or arising from Customer's use of the Services, Third Party Services or Documentation in breach of these Terms, the Documentation, any Order Form or Applicable Laws (each a "**Claim Against TipTap**"), and will indemnify TipTap from any damages, legal fees and costs finally awarded against TipTap as a result of, or for any amounts paid by TipTap under a settlement approved by Customer in writing of, a Claim Against TipTap, provided TipTap (i) promptly gives Customer written notice of the Claim Against TipTap, (ii) gives Customer sole control of the defence and settlement of the Claim Against TipTap (except that Customer may not settle any Claim Against TipTap unless the settlement unconditionally releases TipTap of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

- (c) This “Mutual Indemnification” section states the indemnifying Party’s sole liability to, and the indemnified party’s exclusive remedy against, the other Party for any type of claim described in this section.

13. GENERAL PROVISIONS

- (a) **Applicable Laws.** TipTap must comply with all Applicable Laws which are (i) generally applicable to TipTap, (ii) generally applicable to TipTap’s provision of the Services to Customer. Customer must comply with all Applicable laws which are (A) generally applicable to Customer, (B) generally applicable to Customer’s use of the Services, or (C) applicable to Customer’s collection, use or disclosure of Personal Data of Users.
- (b) **Export Compliance.** The Services, other TipTap technology, and derivatives of them may be subject to export laws and regulations of Canada, the United States, and other jurisdictions. TipTap and Customer each represents that it is not named on any Canadian or U.S. government denied-party list. Customer will not permit any Affiliate or User to access or use any Service in a country named on Canada's Area Control List under Canada's Export and Import Permits Act, in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or provide the Services to an Affiliate that is, or appoint as a User any person or entity that is, prohibited from receiving U.S. exports, or otherwise use the Services in violation of any Canadian or U.S. export law or regulation.
- (c) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.
- (d) **Entire Terms and Order of Precedence.** These Terms are the entire agreement between TipTap and Customer regarding the Services, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. These Terms may not be amended except by a written amending Terms agreed to by duly authorized officers of both Parties, or by TipTap pursuant to these Terms. In the event of any conflict or inconsistency among the following documents, the order of precedence will be (i) the applicable Order Form, (ii) any addendum to these Terms or the linked documents, (iii) the body of these Terms, and (iv) the Documentation.
- (e) **Force Majeure Events.** Neither Party will be liable for damages caused by delay or failure to perform its obligations under these Terms to the extent such delay or failure is caused by a Force Majeure Event; provided that the affected Party: (i) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (ii) uses commercially reasonable efforts to address and

mitigate the cause and effect of such Force Majeure Event; (iii) provides periodic notice of relevant developments; and (iv) provides prompt notice of the end of such Force Majeure Event. This provision will not excuse a failure to make a payment when due.

- (f) **Relationship of the Parties.** The Parties are independent contractors. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- (g) **Third-Party Beneficiaries.** Except as expressly set forth herein, there are no third-party beneficiaries under these Terms.
- (h) **Publicity.** Each Party will obtain the other Party's prior written consent before making any public communication related to these Terms or the Services. Notwithstanding the above: (i) TipTap may issue a press release announcing the relationship between Customer and TipTap. Customer will have the right to review and approve the press release prior to distribution. (ii) TipTap may list Customer as a customer of TipTap on the TipTap website and on other TipTap sales and promotional materials. (iii) For each of these purposes, TipTap may make reasonable use of Customer's logos and trademarks. Any TipTap use of Customer's logos and trademarks will be subject to any applicable trademark use guidelines provided by Customer to TipTap from time to time. Customer will enter into and will ensure respective locations displaying the device enter in an Terms in the form of the [Photo, Interview and Media Consent](#) and the [Device Use and Care Expectations](#).
- (i) **Notices.** All notices, requests, demands, claims, and other material communications under these Terms must be in writing, and will be deemed duly given when delivered personally or by courier, or when delivered by email if receipt of the email is acknowledged by the intended recipient, in each case addressed to the intended recipient as follows:

If to Customer at the address and contact information provided in the Order Form completed by the Customer.

If to TipTap:

TIPTAPPAY MICROPAYMENTS LIMITED
Suite 8, 1550 Yorkton Ct
Burlington, ON L7P 5B7

Attention: Chris Greenfield
Email: Chris@tiptappay.com

With a copy to:

TIPTAPPAY MICROPAYMENTS LIMITED
Suite 8, 1550 Yorkton Ct
Burlington, ON L7P 5B7

Attention: Stephen Hutchinson
Email: Stephen@tiptappay.com

Either Party may change its address for notice from time to time by notice given in accordance with this section.

- (j) **Waivers.** A waiver of any term or breach of these Terms is effective only if it is in writing and signed by or on behalf of the waiving Party. No omission, delay or failure to exercise any right or power, or any waiver by either Party of any breach or default, whether express or implied, or any failure to insist on strict compliance with any provision of these Terms, will constitute a waiver of any other provision. Any waiver of any provision of these Terms will not constitute a continuing waiver unless otherwise expressly provided.
- (k) **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to Applicable Laws, the provision will be deemed null and void, and the remaining provisions of these Terms will remain in effect.
- (l) **Assignment.** Neither Party may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding this restriction, either Party may assign these Terms in its entirety (including all Order Forms) without the consent of the other Party to a purchaser of all or substantially all of the assets of such Party. The assigning Party will obtain from the permitted assignee and deliver to the other Party an undertaking in writing in favour of the other Party (in form and content acceptable to the other Party, acting reasonably) to be bound by and to perform all of the obligations of the assigning Party under these Terms. The assigning Party and the permitted assignee will be jointly and severally liable to the other Party for all of the assigning Party's obligations under these Terms. Any assignment in contravention of the above will not be effective against the non-assigning Party.
- (m) **Interpretation.** The Parties agree that these Terms the will not be construed either against or in favour of either Party but based on all relevant facts. All amounts specified in these Terms or an Order Form are in Canadian dollars, unless otherwise specified. The term "including" and similar terms will mean "including without limitation". Except where otherwise expressly provided in these Terms, remedies provided for in these Terms shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise. The Parties agree that these Terms and all dealings in connection with these Terms will

be in English, and all Services will be provided in English, unless otherwise agreed by the Parties.

- (n) **Dispute Resolution.**
- (i) If any dispute or disagreement of any kind arises at any time with respect to these Terms, their interpretation or application, their performance by the Parties, or in respect of any defined legal relationship associated with or derived from these Terms or its performance (a “**Dispute**”), the Parties agree that good faith negotiations shall take place between the Parties with the objective of resolving the Dispute. If such good faith negotiations have not resolved the Dispute within a period of 14 days, the dispute or disagreement shall be referred to the Chief Executive Officers of the Parties or their designates who will attempt in good faith to resolve such dispute or disagreement.
 - (ii) If within the next following period of 14 days, the Dispute has not been resolved to the satisfaction of the Parties, the Dispute shall be referred to binding arbitration pursuant to the *Arbitration Act* (Ontario). Within ten days of the giving of such notice of arbitration, the Parties will jointly select a single arbitrator who will be independent of the Parties and acceptable to the Parties. If a single arbitrator has not been selected during such ten day period, then, unless the Parties agree otherwise, the Dispute will be resolved by a single arbitrator appointed pursuant to the *Arbitration Act* (Ontario), on application by either party. The fees and expenses of the arbitrator will be borne equally between the Parties. The arbitrator may order interest on any award and the arbitrator may award costs to either Party. In the absence of any such award of costs, each of the Parties will bear its own costs of the arbitration. The arbitration will take place in Toronto, Ontario, unless the Parties agree otherwise.
 - (iii) The Parties agree that negotiations and arbitration will all be without recourse to the courts and that the award of the arbitrator will be final and binding, except that (i) either Party may appeal an arbitration award to the courts of Ontario on a question of law, and (ii) either Party may apply to the courts of Ontario for an interim measure of protection or for any order for equitable relief which the arbitrator does not have the jurisdiction to provide.
 - (iv) Subject to any express rights of suspension provided in these Terms, the Parties will continue to perform their obligations under these Terms pending resolution of any Dispute.
- (o) **Governing Law and Venue.** These Terms, and any disputes arising out of or related to these Terms, will be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without regard to its conflicts of laws rules or the United Nations Convention on

the International Sale of Goods. Subject to “Dispute Resolution”, the provincial and federal courts located in Toronto, Ontario will have exclusive jurisdiction over any disputes arising out of or related to these Terms, and each Party consents to the exclusive jurisdiction of those courts.

- (p) **French Language.** The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que la présente convention et tous les documents afférents soient rédigés en langue anglaise.
- (q) **Acceptance.** These Terms are accepted when the Customer places an Order with TipTap.