

THIS GIFT CARD PROGRAM IS OWNED AND OPERATED BY 101273926 SASKATCHEWAN LTD. VIA ("AnyCard.CA", "WE" AND "US"). ACCESS AND USE OF THIS WEBSITE TO CONNECT TO/ACCESS Anycard.ca WEBSITE (THE "WEBSITE") AND ITS RELATED SERVICES (THE "SERVICES") ARE PROVIDED BY AnyCard.CA TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS OF USE, AND BY ACCESSING OR USING THIS SITE OR THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

These Terms of Use govern the relationship between you, the Website visitor and/or member ("you") and AnyCard.ca with respect to your use of this Website and its related Services. You agree that the agreement formed by these Terms of Use is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) this Website or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Website or the Services; and (iv) the equipment, hardware or software required to use and access this Website or the Services.

Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this website. Your continued use of this Website or the Services after such notice will be deemed acceptance of such changes. Be sure to return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Website, the Services or any system resources, services or networks connected to or accessible through this Website or the Services. You may only use this Website and the Services for lawful purposes.

## 1. JURISDICTION

You understand that aspects of this Website and the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as set out in these Terms of Use according to age and you are under such a jurisdiction and under such age limit, you may not enter into this agreement or use this Website or the Services. Minors are not permitted to use the Website or Services.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by this Website or the Services, you may not enter into this agreement or use this Website or the Services. By using this Website you are explicitly stating that you have verified in your own jurisdiction that your use of this Website and the Services is allowed.

Your Account (as defined below) may be deleted and these Terms of Use may be suspended or terminated without warning, if we believe that you are under age or your use of this Website or the Services is not allowed.

## 2. PRIVACY

AnyCard.ca is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit this Website or use the Services. Please see our Privacy Policy for further details.

You acknowledge and agree that access to and use of this Website and the Services is provided via the internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

## 3. ACCOUNTS

In order to access and use certain of the Services available on this Website, you may sign up for, open and maintain an account with us ("Account"). Prior to completing the signup process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of these Terms of Use. If you do not agree to these Terms of Use, you may not sign up for an Account.

During the registration process we may collect your name, address, email address, phone number, credit card information, username, and password. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account;
- to ensure that your Account, including your username, is unique;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- for billing and payment-related issues;
- to protect ourselves and others from abuse; and
- to comply with law.

All of the information you provide to us or that we collect from you in connection with your use of the Website or the Services will be governed by these Terms of Use. You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may suspend or terminate your Account and your ability to use this Website or the Services and, in our sole discretion, to report you to the appropriate authorities.

We hereby disclaim any and all responsibility or liability for any unauthorized use of your Account.

You must not choose a username that infringes the rights of any third party, impersonates any AnyCard.ca employee, other users, celebrity or anyone with a considerable fame, which is deliberately confusing or which is offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and

agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You cannot transfer your Account to any other person, or permit anyone to use the same.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

#### 4. PERSONAL USE ONLY

This Website and the Services are only for personal use. You may not use this Website or the Services for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

#### 5. CODE OF CONDUCT

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of AnyCard.ca's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. AnyCard.ca may, without notice, temporarily suspend your, or any other party's, access to this Website or the Services by deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as AnyCard.ca may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

While using this Website or the Services you agree to comply with all applicable laws, rules and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Website and the Services.

#### 6. AVAILABILITY

While we endeavour to keep downtime to a minimum, we can't promise that this Website or the Services will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Website or the Services, or any part thereof, with or without prior notice for any reason.

#### 7. ACCESS TO THE INTERNET

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Website and the Services and that you shall be solely responsible for all charges and fee related thereto.

## 8. CURRENCY OF WEBSITE

AnyCard.ca updates the information on this Website and the Services periodically. However, AnyCard.ca cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Website and the Services. AnyCard.ca may revise, supplement or delete information, services and/or the resources contained in this site and the Services and reserves the right to make such changes without prior notification to past, current or prospective visitors.

## 9. LINKED WEBSITES

This Website or the Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that AnyCard.ca monitors or endorses these websites. AnyCard.ca does not accept any responsibility for such websites. AnyCard.ca shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources.

## 10. INTERNET SOFTWARE OR COMPUTER VIRUSES

AnyCard.ca shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Website or the Services or other content from this Website. AnyCard.ca recommends that you install appropriate anti-virus or other protective software.

## 11. PURCHASE OF E-gift cards

The Website enables you to purchase and send a gift card from one of our selected merchants ("Merchants") through email, text message, or Facebook (each a "Gift Card").

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU HAVE ACCURATELY ENTERED ALL OF THE APPLICABLE INFORMATION CORRECTLY. ONCE YOU HAVE CONFIRMED YOUR PURCHASE, WE ARE UNABLE TO CANCEL YOUR PURCHASE OR PROVIDE YOU WITH A REFUND.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU HAVE OBTAINED ALL NECESSARY CONSENT OF THE RECIPIENT FOR US TO SEND SUCH PERSONS THE GIFT CARD THAT YOU HAVE PURCHASED. FOR THE AVOIDANCE OF DOUBT, SUCH CONSENTS COMPLY WITH CANADA'S ANTI-SPAM LAWS.

## 12. PAYMENT OF e-gift cards

If you wish to purchase a Gift Card through the Website, please note that we use Stripe, Inc. ("Stripe") to execute any such online payment transactions. By using this feature of the Service, you agree to be bound by the Stripe Connected Account Agreement available at <https://stripe.com/connect/account-terms>. This may be updated from time to time.

By providing us with your banking or other payment information, you authorize us to use it and disclose it to Stripe or other payment gateway providers for the purpose of processing the payments you authorize on the Service.

Under no circumstances will we be responsible: (i) for any charges that Stripe or your credit card issuer may apply to you as a result of our processing your order; (ii) if Stripe or your card issuer refuses or fails to authorize payment by you; or (iii) for any delays or non-delivery of the Gift Card that you endeavoured to purchase arising from any validation checks that may be carried out regarding your payment or identification.

### 13. OUR MATERIALS

This website is the property of AnyCard.ca and any parent company and may be protected by intellectual property laws including laws relating to copyrights, trade-marks, trade-names, internet domain names and other similar rights.

### 14. DISCLAIMER

THIS WEBSITE AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AnyCard.CA DOES NOT REPRESENT OR WARRANT THAT THIS SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ACKNOWLEDGE AND AGREE THAT WE: (I) ARE SIMPLY AN ADMINISTRATIVE AGENT ACTING AS AN INTERMEDIARY BETWEEN YOU AND A MERCHANT; AND (II) DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CHARACTER OR QUALITY OF ANY MERCHANT'S GOODS AND SERVICES. AS SUCH, AnyCard.CA SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR ANY PRODUCTS OR SERVICES THAT YOU PURCHASE FROM A MERCHANT USING A GIFT CARD.

### 15. LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS SITE AND THE SERVICES INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN. MERCHANTS ARE REQUIRED TO HONOR ALL PURCHASES OF e-gift cards AND ANY DISPUTES MUST BE HANDLED DIRECTLY WITH THEM. AnyCard & 17th Avenue Retail & Entertainment District BIA ASSUMES NO RESPONSIBILITY IN THE EVENT THAT A MERCHANT FAILS TO HONOR A GIFT CARD OR CEASES TO EXIST.

IN NO EVENT SHALL AnyCard.CA or the 17th Avenue Retail & Entertainment District BIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (OR FOR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR

USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS SITE, THE SERVICES, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, AnyCard.CA'S 7 17th Avenue Retail & Entertainment District BIA TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS SITE AND/OR THE SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) DOLLARS.

## 16. INDEMNIFICATION

YOU AGREE TO, UPON REQUEST, INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES, WHICH ARISE DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THESE TERMS OF USE FOR WHICH YOU ARE RESPONSIBLE.

## 17. TERM & TERMINATION

You acknowledge and agree that access to this Website and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that AnyCard.ca shall not, in any event, be responsible to you in any way should you be unable to access this Website and the Service at any time or from time to time.

AnyCard.ca or 17th Avenue Retail & Entertainment District BIA may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use this Website and the Services and/or terminate these Terms of Use (including any of the licenses granted hereunder). Without limiting the foregoing, these Terms of Use and the licenses granted herein shall automatically terminate, without notice, if you materially fail to perform or comply with these Terms of Use or any provision hereof. Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Website and the Services.

Sections 10 and 13 - 20 will survive any termination or expiry of these Terms of Use.

## 18. NOTICE

If you need to contact us regarding this Website, the Services or these Terms of Use, please email at [info@AnyCard.ca](mailto:info@AnyCard.ca). You can also contact them via mail addressed to:

101273926 Saskatchewan Ltd.

1565 Winnipeg Street

Regina, Saskatchewan

## 19. YOUR COMMENTS

Feel free to email your comments, suggestions and feedback ("Comments") to AnyCard.ca at the e-mail addresses provided in this Website or the Services. However, the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. AnyCard.ca is not liable for any damages related to communications to or from this Website or the Services. You agree with respect to any Comments provided by you to us, via e-mail or otherwise, that: (i) AnyCard.ca has no obligation concerning such Comments; (ii) such Comments are non-confidential; (iii) AnyCard.ca may use, disclose, distribute or copy such Comments and use any ideas, concepts or know-how contained in such Comments for any purpose and without restriction or obligation to you (or any third party); and (iv) such Comments are truthful and do not violate the legal rights of others.

## 20. MISCELLANEOUS

These Terms of Use are governed by and construed in accordance with the laws of the Province of Saskatchewan, Canada, without regards to its principles of conflicts of law. Subject to the obligation to arbitrate below, you agree to personal jurisdiction of the courts located in Regina, Saskatchewan, Canada, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms of Use, the Website or the Services or the relationship which results from these Terms of Use, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms of Use or your receipt and use of the Website or Services, which cannot be amicably resolved, (collectively, a "Claim"), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Regina, Saskatchewan in English and in accordance with the UNCITRAL Arbitration Rules, except as such rules are modified or waived herein. Although the appointing authority shall be a Justice of the Court of Queen's Bench of Saskatchewan, the arbitrator will be a person who is legally trained and who has experience in the information technology field in Canada or the United States of America and is independent of either party. Any such Claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to: (i) waive any right you may have to commence or participate in any class action against AnyCard.ca relating to any Claim; (ii) opt out of any class proceedings against AnyCard.ca; and (iii) waive, to the fullest extent permitted by law, any right of appeal. Notwithstanding the foregoing, AnyCard.ca reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use (which incorporates by reference our External Privacy Policy sets out the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us. These Terms of Use are not assignable, transferable or sub-licensable by you except with AnyCard.ca's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these

Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

These Terms of Use were last updated on March 23, 2020.

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## ANYCARD PRIVACY POLICY

At 101273926 Saskatchewan Ltd. ("AnyCard.ca"), we are committed to maintaining the accuracy, confidentiality and security of your personal information. This Privacy Policy describes the personal information that AnyCard.ca collects from or about you, as well as how we use and to whom we disclose that information. Please review this entire document carefully.

### Privacy Policy Effective for Canada

It is AnyCard.ca's policy to comply with the privacy legislation within each jurisdiction in which we operate. Sometimes the privacy legislation and / or an individual's right to privacy are different from one jurisdiction to another. This Privacy Policy covers only those activities that are subject to the provisions of Canada's federal and provincial privacy laws, as applicable.

This Privacy Policy has a limited scope and application. Consequently, the rights and obligations contained in this Privacy Policy may not be available to all individuals or in all jurisdictions.

### What Is Personal Information?

For the purposes of this Privacy Policy, personal information is any information about an identifiable individual, other than an individual's business contact information when collected, used or disclosed for the purposes of enabling the individual to be contacted in relation to their business responsibilities.

### What Personal Information Do We Collect?

We collect and maintain different types of personal information in respect of the individuals with whom we interact. This includes:

- contact and identification information, such as your name, address, telephone number and e-mail address;
- product and service-related information concerning the products and services that we provide to, or receive from, you; and
- business relationship information, including information related to your agreements, preferences, advisors, and suppliers, feed-back and information requested by or provided to you.

We may also collect market-related information, which may include personal information, concerning market trends and activities impacting our business. This information may include contract terms, financial information and other information for the purpose of market analysis and strategic planning. We may also collect information related to our media, investor and public relations activities, and information related to our interactions with financial and other advisors.



AnyCard.ca's operations include activities related to the development and provision of an electronic gift card marketplace. As such, AnyCard.ca may also collect personal information from individuals participating in and / or impacted by those activities.

As a general rule, AnyCard.ca collects personal information directly from you. In most other circumstances where the personal information that we collect about you is held by a third party, we will obtain your permission before we seek out this information from such sources (such permission may be given directly by you, or implied from your actions).

From time to time, we may utilize the services of third parties and may also receive personal information collected by those third parties in the course of the performance of their services for us or otherwise. Where this is the case, we will take reasonable steps to ensure that such third parties have represented to us that they have the right to disclose your personal information to us.

### Our Website

We may collect information related to your visit to our website, including the IP address and domain used to access our website, the type and version of your browser, the website you came from to access our website, the page you entered and exited at, any website page within our website that is viewed by that IP address and what country you are from. We use this information to monitor our website's performance (such as number of visits, average time spent, page views) and for our business purposes such as working to continually upgrade our website.

We may place a "cookie" on the hard drive of your computer to track your visit. A cookie is a small data file that is transferred to your hard drive through your web browser that can only be read by the website that placed the cookie on your hard drive. The cookie acts as an identification card and allows our website to identify you and to record your passwords and preferences. The cookie allows us to track your visit to the website so that we can better understand your use of our website so that we can customize and tailor the website to better meet your needs. Most web browsers are set to accept cookies. However, on most web browsers you may change this setting to have your web browser either: (i) notify you prior to a website placing a cookie on your hard drive so that you can decide whether or not to accept the cookie; or (ii) automatically prevent the placing of a cookie on your hard drive. It should be noted that if cookies are not accepted, you may not be able to access a number of web pages found on the website.

Finally, our website may contain links to other websites that may be subject to less stringent privacy standards. We cannot assume any responsibility for the privacy practices, policies or actions of the third parties that operate these websites. AnyCard.ca is not responsible for how such third parties collect, use or disclose your personal information. You should review the privacy policies of these websites before providing them with personal information.

### Why Do We Collect Personal Information?

AnyCard.ca collects personal information to enable us to manage, maintain, and develop our operations, including for example:

- to establish, maintain and manage our relationship with you so that we may provide you with, or receive from you, the products and services that have been requested;

- to enable you to register and access an account with us;
- to be able to review the products and services that we provide to you so that we may: (i) understand your requirements for our products and services; and (ii) work to improve our products and services;
- to be able to comply with your requests (for example, if you prefer to be contacted at a business or residential telephone number and advise us of your preference, we will use this information to contact you at that number);
- to protect AnyCard.ca against error, fraud, theft and damage to our goods and property;
- to enable us to comply with applicable law or regulatory process; and
- any other reasonable purpose to which you consent.

## How Do We Use and Disclose Your Personal Information?

We may use or disclose your personal information:

- as permitted or required by applicable law or regulatory requirements;
- for the purposes described in this Privacy Policy; and
- for any additional purposes for which we have obtained your consent to the use or disclosure of your personal information.

We may use or disclose your personal information without your knowledge or consent where we are permitted or required by applicable law or regulatory requirements to do so.

## When do we Disclose Your Personal Information?

We may share your personal information with our employees, contractors, consultants, affiliates and other parties who require such information to assist us with managing our relationship with you, including third parties that provide services to us or on our behalf.

For example, we may share your personal information from time to time with our third party information technology and data processing service providers so that we may operate our business. As a result, your personal information may be collected, used, processed, stored or disclosed in the United States.

In addition, personal information may be disclosed or transferred to another party during the course of, or completion of, a change in ownership of or the grant of a security interest in, all or a part of AnyCard.ca or its affiliates through, for example, an asset or share sale, or some other form of business combination, merger or joint venture, provided that such party is bound by appropriate agreements or obligations and required to use or disclose your personal information in a manner consistent with the use and disclosure provisions of this Privacy Policy, unless you consent otherwise.

Finally, your personal information may be disclosed:

- as permitted or required by applicable law or regulatory requirements;
- to comply with valid legal processes such as search warrants, subpoenas or court orders;
- as part of AnyCard.ca's regular reporting activities to protect the rights and property of AnyCard.ca;
- during emergency situations or where necessary to protect the safety of a person or group of persons; and
- with your consent.

## Your Consent is Important to Us

It is important to us that we collect, use or disclose your personal information where we have your consent to do so.

Depending on the sensitivity of the personal information, your consent may be implied, deemed (using an opt-out

mechanism) or express. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from your action or inaction. For example, when you enter into an agreement with us, we will assume your consent to the collection, use and disclosure of your personal information for purposes related to the performance of that agreement and for any other purposes identified to you at the relevant time.

Typically, we will seek your consent at the time that we collect your personal information. In certain circumstances, your consent may be obtained after collection but prior to our use or disclosure of your personal information. If we plan to use or disclose your personal information for a purpose not previously identified (either in this Privacy Policy or separately), we will endeavor to advise you of that purpose before such use or disclosure.

We may collect, use or disclose your personal information without your knowledge or consent where we are permitted or required to do so by applicable law or regulatory requirements.

You may change or withdraw your consent at any time, subject to legal or contractual obligations and reasonable notice, by contacting our Privacy Officer using the contact information set out below. All communications with respect to such withdrawal or variation of consent should be in writing and addressed to our Privacy Officer.

We assume that, unless you advise us otherwise, you have consented to the collection, use and disclosure of your personal information as explained in this Privacy Policy.

#### How is Your Personal Information Protected?

AnyCard.ca will endeavor to maintain physical, technical and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to prevent your personal information from loss and unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction.

The security of your personal information is important to us, please advise our Privacy Officer immediately of any incident involving the loss of or unauthorized access to or disclosure of personal information that is in our custody or control.

#### Updating Your Personal Information

It is important that the information contained in our records is both accurate and current. If your personal information happens to change during the course of our relationship, please keep us informed of such changes.

In some circumstances we may not agree with your request to change your personal information and will instead append an alternative text to the record in question.

#### Access to Your Personal Information

You can ask to see your personal information. If you want to review, verify or correct your personal information, please contact our Privacy Officer. Please note that any such communication must be in writing.

When requesting access to your personal information, please note that we may request specific information from you to enable us to confirm your identity and right to access, as well as to search for and provide you with the personal

information that we hold about you. We may charge you a fee to access your personal information; however, we will advise you of any fee in advance. If you require assistance in preparing your request, please contact our Privacy Officer.

Your right to access the personal information that we hold about you is not absolute. There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. In addition, the personal information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your personal information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

#### Inquiries or Concerns?

If you have any questions about this Privacy Policy or concerns about how we manage your personal information, please contact our Privacy Officer by telephone, in writing or by e-mail. We will endeavor to answer your questions and advise you of any steps taken to address the issues raised by you. If you are dissatisfied with our response, you may be entitled to make a written submission to the Privacy Commissioner in your jurisdiction.

#### Privacy Officer

We have appointed a Privacy Officer to oversee compliance with this Privacy Policy. The contact information for our Privacy Officer is as follows:

101273926 Saskatchewan Ltd.

1565 Winnipeg Street

Regina, Saskatchewan S4P 1E6

info@AnyCard.ca

#### Revisions to this Privacy Policy

AnyCard.ca, from time to time, may make changes to this Privacy Policy to reflect changes in its legal or regulatory obligations or in the manner in which we deal with your personal information. We will post any revised version of this Privacy Policy on our website, and we encourage you to refer back to it on a regular basis.

#### Interpretation of this Privacy Policy

Any interpretation associated with this Privacy Policy will be made by our Privacy Officer. This Privacy Policy includes examples but is not intended to be restricted in its application to such examples; therefore where the word "including" is used, it shall mean "including without limitation".

This Privacy Policy does not create or confer upon any individual any rights, or impose upon AnyCard.ca any rights or obligations outside of, or in addition to, any rights or obligations imposed by Canada's federal and provincial privacy laws, as applicable. Should there be, in a specific case, any inconsistency between this Privacy Policy and Canada's federal and

provincial privacy laws, as applicable, this Privacy Policy shall be interpreted, in respect of that case, to give effect to, and comply with, such privacy laws.

This Privacy Policy was last updated on January 8, 2016.

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## MERCHANT AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. ANY PERSON WHO WANTS TO ACCESS THE AnyCard.CA WEBSITE (THE "WEBSITE") TO USE OUR SERVICES (AS DEFINED BELOW) MUST ACCEPT THE TERMS AND CONDITIONS OF THIS MERCHANT SALES AGREEMENT (THE "AGREEMENT"). BY CLICKING "I AGREE", YOU (NAMELY THE MERCHANT SEEKING TO USE THE SERVICES) AGREE TO ENTER INTO THIS AGREEMENT WITH 101273926 SASKATCHEWAN LTD. ("AnyCard.CA") AND BE BOUND BY ALL TERMS AND CONDITIONS HEREIN.

We reserve the right at any time to change: (i) the terms and conditions of this Agreement; (ii) this Website or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Website or the Services; and (iv) the equipment, hardware or software required to use and access this Website or the Services. Any changes will be effective upon posting of the revisions on the Website. All notice of changes to this Agreement will be posted on the Website for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted on the Website without notice to you. Your continued use of this website and the services following our posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this agreement, do not continue to use the services or this website.

## SERVICES

1. AnyCard.ca provides a platform for third-party merchants ("Sellers") and buyers ("Buyers") to negotiate and complete transactions for the purchase of e-gift cards (the "Services"). AnyCard.ca is not responsible for the actual transaction between Sellers and Buyers. Accordingly, the agreement formed at the completion of a transaction (for the purchase of a gift card through the Services) is between you and a Buyer.

## ACCESS TO SERVICES

1. AnyCard.ca shall use commercially reasonable efforts to provide you with access via the Internet to the Services for the purpose of enabling you to use the Services in accordance with the terms of this Agreement. You are responsible for obtaining your own access to the Internet.
2. AnyCard.ca agrees to implement generally accepted industry standard protocols to seek to secure any information shared or communicated through the Website between you, the Buyers, and/or AnyCard.ca.
3. You will be given access codes and passwords in order for you to access, utilize or otherwise employ the Services (the "Access Codes"). All such Access Codes, including those selected by and used by you, are to be kept secret and confidential. You shall not disclose the Access Codes to any other party without the express written permission of AnyCard.ca. You acknowledge and agree that you are solely responsible for the issuance of Access Codes.

4. You acknowledge and agree that you shall be responsible for each and every access, use or employment of the Services that occurs in conjunction with all Access Codes, and that AnyCard.ca is authorized to accept the Access Codes as conclusive evidence that you have accessed, utilized, or otherwise employed the Services.
5. You agree that you will not attempt to enter restricted areas of AnyCard.ca's computer systems or perform functions that you are not authorized to perform pursuant to this Agreement. AnyCard.ca may, without notice, temporarily suspend your or any other party's access to the Services by deactivating any Access Codes or links to the Internet if AnyCard.ca reasonably suspects that you or any other parties are obtaining unauthorized access to AnyCard.ca's other systems or information, or are using otherwise valid Access Codes in any other unauthorized manner. These suspensions will be for such periods of time as AnyCard.ca, at its sole discretion, may reasonably determine is necessary to permit the thorough investigation of such suspended activity. Notwithstanding any other provision in this Agreement, AnyCard.ca may terminate this Agreement immediately, without notice, if it is determined that you have undertaken such unauthorized activity.

## PRICE AND PAYMENTS

1. If a Buyer wishes to purchase one of your e-gift cards through the Service, any such transaction will be processed by Stripe, Inc. ("Stripe"). In order for Stripe to execute any such online payment transactions (and as a condition of your use of the Services), you must create and maintain an account with Stripe and agree to be bound by the "Stripe Terms of Service – Canada" available at: <https://stripe.com/ca/terms>, as may be amended from time to time.
2. Our fees for providing you with the Services shall be ten (10) percent of the value of any gift card that you sell using our Services. As such, you will receive ninety (90) percent of the value of any gift card that is sold through the Services.

## TITLE

1. You agree that title to and ownership of the Website and any modifications made thereto and all intellectual property rights therein shall at all times remain with AnyCard.ca and/or its suppliers. AnyCard.ca reserves all rights to the Website that are not expressly granted in this Agreement.
2. You may not create derivatives, modify, decompile or reverse engineer the Website, or do anything that will reveal or generate the source code of the Website. Any such act will be a violation of the rights, title and interests of AnyCard.ca.

## NON-DISCLOSURE

1. Unless you first obtain AnyCard.ca's prior written consent, you will not issue any press releases or otherwise make any public statements or communications disclosing or concerning: (i) this Agreement, its terms, or the relationship of the parties; (ii) any information relating to AnyCard.ca or its affiliates' technology, customers, business plans, marketing activities, finances and/or other business affairs; (iii) any matters or information relating to the Website users, traffic or transactions on the Website; and/or (iv) any nonpublic information disclosed by AnyCard.ca, its affiliates or their respective agents, to you, your affiliates or their respective agents, whether or not designated as confidential, contained in tangible materials or disclosed orally or by your observation. You:
  1. may use such information solely in pursuance of the parties' business relationship;
  2. will restrict the possession, knowledge and use of such information to your employees, contractors, agents, and legal and financial advisors who (x) have a need to know such information in connection with the parties' business relationship, (y) are obligated to limit their use of and protect such information in accordance with the terms of this Agreement, and (z) have been advised of such obligations;
  3. except as expressly provided in this Agreement, will not disclose such information without AnyCard.ca's prior written consent; and
  4. will take all reasonable measures to avoid disclosure, dissemination, misappropriation or unauthorized use of the such information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature, but in no event less than reasonable care.

## CODE OF CONDUCT

1. The Website and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations.
2. AnyCard.ca has the right to use, transmit, display, reproduce, change or remove any content that is uploaded to our site by you.
3. AnyCard.ca has the right, but not the obligation, to monitor any activity and content associated with the Services or the Website. AnyCard.ca may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Website, including listings and bids. AnyCard.ca reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable or has been reported by other users.

#### REPRESENTATION AND LIMITED WARRANTY

1. You hereby represent and warrant to AnyCard.ca that: (i) you are a legitimate business; (ii) you are duly organized, validly existing and in good standing under the laws of the jurisdiction in which your business is registered; (iii) you have a bank account located in Canada; (iv) you will honour any gift card that you sell or otherwise provide to a Buyer through the Services; and (v) you have all requisite right, power and authority to enter into this Agreement and perform your obligations hereunder.
2. You acknowledge and agree that the Services are provided via the Internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world. You are solely responsible for obtaining and maintaining any necessary consents or permissions from your Authorized Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any communications involving the use of the Services and agree to obtain and maintain all such consents or permissions throughout the Term of this Agreement.
3. You further acknowledge that: (i) AnyCard.ca uses public application programming interfaces ("APIs") from any applicable third party social media websites ("Social Media Sites"). AnyCard.ca cannot and does not exercise any control over these APIs or the terms of use or other agreement governing the parties' use of a Social Media Sites; and (ii) changes made to any applicable APIs may impact and/or diminish the functionality and/or performance of the Services. AnyCard.ca shall not be responsible for the effects of any changes made to any applicable API or Social Media Site (including our ability to use any such website).

#### DISCLAIMER

1. THE WEBSITE AND THE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND AnyCard.CA EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE SERVICES AND THE WEBSITE, INCLUDING WITHOUT LIMITATION:
  1. THE IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
  2. THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND
  3. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### RELEASE

1. BECAUSE AnyCard.CA IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS, IF A DISPUTE ARISES BETWEEN ONE YOU AND A BUYER, YOU HEREBY RELEASE AnyCard.CA (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.
2. All FEES AND PENALTIES ASSOCIATED WITH ANY TYPE OF FRAUDULENT DISPUTES ARE THE SOLE RESPONSIBILITY OF THE SELLER INCLUDING THE VALUE OF ANY PURCHASES MADE USING THE ELECTRONIC GIFT CARD.

## LIMITATION OF LIABILITY

1. EXCEPT FOR AnyCard.CA'S WILLFUL MISCONDUCT OR FRAUD:
1. AnyCard.CA SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR LOST SAVINGS, OR LOST REVENUES (EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE); AND
2. IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF AnyCard.CA OR The 17th Avenue Retail & Entertainment District BIA UNDER THIS AGREEMENT EXCEED \$5.00.
2. THE CONSIDERATION RECEIVED BY AnyCard.CA HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR AnyCard.CA TO ACCEPT ANY LIABILITY OR RISKS BEYOND WHAT IS EXPRESSLY PROVIDED HEREIN.

## INDEMNIFICATION

1. You will defend, indemnify and hold harmless AnyCard.ca & the 17th Avenue Retail & Entertainment District BIA (and its respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, settlements, awards, judgments, penalties, interest, expenses and fees (including reasonable attorneys' fees) arising out of any Claim (as defined below) that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; or (ii) your use of the Services, including any e-gift cards that you sell or otherwise provide to a Buyer. For purposes of this Agreement: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

## TERM AND TERMINATION

1. AnyCard.ca, in its sole discretion, may terminate this Agreement, access to the Website or the Services immediately without notice for any reason.
2. You may terminate this Agreement by providing us with fifteen (15) days written notice.
3. In the event that AnyCard.ca terminates this Agreement pursuant to Section 12.2, you shall pay AnyCard.ca for all outstanding fees, charges and other expenses.
4. Any termination or expiration of this Agreement will be without prejudice to any obligation of either party to the other accruing prior to or at such termination or expiration, and any remedies available to one party due to the other party's breach of this Agreement will survive termination of this Agreement.
5. If AnyCard.ca or the Seller choose to terminate the service agreement at any time, the Seller agrees to issue a physical gift card to the Buyer(s) for any outstanding balances on any electronic gift cards purchased.

## DISPUTE RESOLUTION

1. Because AnyCard.ca or the 17th Avenue Retail & Entertainment District BIA is not involved in the actual transaction between yourself and any Buyers and is not the agent of either for any purpose, AnyCard.ca/ the 17th Avenue Retail & Entertainment District BIA will not be involved in resolving any disputes between you and any Buyer related to or arising out of any transaction through the Services. AnyCard.ca urges Sellers and Buyers to cooperate with each other to resolve such disputes.
2. However, any controversy, claim or dispute arising out of or relating to this Agreement or the Services or the relationship between you and the 17th Avenue Retail & Entertainment District BIA which results from this Agreement which cannot be amicably resolved (collectively, a "Claim") will be deferred to Anycard.ca., except where prohibited by applicable law, be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Regina, Saskatchewan in English and in accordance with the UNCITRAL Arbitration Rules, except as such rules are modified or waived herein. Although the appointing authority shall be a Justice of the Court of Queen's Bench of Saskatchewan, the arbitrator will be a person who is legally trained and who has experience in the information technology field in Canada or the United States of America and is independent of either party. Any such Claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to: (i) waive any right you may have to commence or participate in any class action against AnyCard.ca relating to any Claim; (ii) opt out of any class proceedings against AnyCard.ca; and (iii) waive, to the fullest extent permitted by law, any right of appeal. Notwithstanding the foregoing, AnyCard.ca reserves the



right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

3. The following matters shall be excluded from the foregoing resolution process: (i) lawsuits to obtain an interim order for specific performance, emergency, injunctive or other equitable relief; (ii) any lawsuits involving third parties; and (iii) intellectual property claims whether initiated by third parties or by one of the parties.

## GENERAL PROVISIONS

1. All headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Each party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement. Where the context so requires in this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing the singular number include the plural and vice versa.
2. Neither party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.
3. While you may not assign this Agreement to any third party without the express written consent of AnyCard.ca, we may assign this Agreement without: (i) your consent; or (ii) notice to you.
4. You hereby grant AnyCard.ca a limited, revocable, royalty-free, non-exclusive license to use your trade-marks for the sole purpose of enabling AnyCard.ca to: (i) provide you with the Services; and (ii) identify you as a user of the Services on AnyCard.ca's website and other marketing materials.
5. These Terms of Use is governed by and construed in accordance with the laws of the Province of Saskatchewan, Canada, without regards to its principles of conflicts of law. Subject to the obligation to arbitrate above, you agree to personal jurisdiction of the courts located in Regina, Saskatchewan, Canada, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.
6. This Agreement supersedes all previous agreements, if any, between the parties hereto and constitutes the sole and entire agreement between them with respect to the subject matter hereof. Each party hereto agrees that there are no oral representations, warranties or conditions and that all terms are embodied in this Agreement. No change, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties hereto.
7. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Unless expressly provided in this Agreement, neither party has, nor shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation.
8. The waiver by either party of any default by the other party under this Agreement shall not operate as a waiver of any future default, whether of a like or different nature.
9. Sections 12.5 shall survive the expiration or termination of this Agreement by either party for any reasons.
10. If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.
11. This Agreement is an agreement between the parties, and confers no rights upon any of the respective employees, agents, or contractors or any other person.
12. The parties each agree to execute and deliver (and cause their respective employees or officers to execute and deliver) any appropriate instruments or documents to confirm the assignments, waivers, confirmation of rights and licenses provided for herein and to enable the other to perfect the same by filing, registration or otherwise in any state, territory, or country, as may be reasonably requested and prepared by such other from time to time.