

CANADAHELPS CANADON CLIENT AGREEMENT

THIS AGREEMENT is entered into between You ("Client") and CANADAHELPS CANADON, a registered charity and public foundation governed by the laws of Canada, having its principal place of business at 355 Adelaide Street West, Ground Floor, Toronto, Ontario M5V 1S2 ("CanadaHelps").

Background:

A. CanadaHelps is the owner of an Internet portal located at <http://www.canadahelps.org> and <http://www.canadon.org> (the "Site") which, among other things: (a) provides electronic funds transfer services, event management services for events (the "Events"), receipting and other services to facilitate on-line donations to charities; and (b) lists various charities to which Users may donate.

B. Client wishes to obtain and CanadaHelps wishes to provide the electronic funds transfer services, event management services for Events, receipting and other services to facilitate on-line donations.

IN CONSIDERATION of the promises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Client and CanadaHelps agree as follows:

ARTICLE 1

OBLIGATIONS OF CANADAHELPS

1.1 Services

Subject to the terms and conditions of this Agreement, CanadaHelps will use commercially reasonable efforts to provide the following services (the "Services"):

(a) accept eligible on-line donations made to Client ("Donations") by users ("Users") through:

- (i) the Site (including through Client's main Charity Profile page on the Site and any campaigns created by Client);
- (ii) Donation Links and Donation Forms (as described below) located on Client's website;
- (iii) customizable fundraising pages created and managed by Client such as peer-to-peer social fundraising pages and Events pages; or
- (iv) third party online portals, as available from time to time ("Third Party Portals");

(b) e-mail Donation receipts to Users for the eligible amount (if any) of the Donation, as allowed under the *Income Tax Act* (Canada), as amended, and the Canada Revenue Agency guidance, using CanadaHelps' charitable business number 896568417RR0001, or where Client is using the Site for Events, CanadaHelps will collect the Donations from the Events as an agent of Client and all Donation receipts,

where issued, will be issued in Client's name and will contain Client's charitable business number;

(c) transfer Donations minus the applicable transaction fees as described in Section 1.2 (the "Transaction Fees") to the bank account of Client (the "Client Account") specified in the Banking Information Form, as described in Section 2.4 using electronic funds transfer, as per CanadaHelps' Disbursement Schedule as defined in Section 1.4; and

(d) provide Client with information about Donations and information about Donation receipts e-mailed to Users in accordance with CanadaHelps' Privacy Policy, as may be amended from time to time.

(e) other services provided directly on the Site by CanadaHelps (including listing the Client in the database of registered charities located on the Site and posting the Client Profile on the Site).

Notwithstanding anything to the contrary herein, CanadaHelps reserves the right to introduce new services and update or withdraw any of the Services, in its sole discretion. Client may choose to not use any of the Services, provided that this is commercially reasonable and technologically possible for CanadaHelps, and provided that any such election by Client to not use any of the Services will not result in any reduction in the Transaction Fees charged in accordance with Section 1.2.

Donation Links are hyperlinks that may be placed on Client's website, such as the Donate Now Link and Donate Securities Link that allow Users to initiate donations on the Client's website utilizing the electronic funds transfer services provided by CanadaHelps, and the Fundraise Now Link that allows Users to initiate the creation of a fundraising page on the Client's website. Donation Links direct to Forms on the CanadaHelps website.

Donation Forms are CanadaHelps' forms that are embedded on the Client's website to allow Users to complete donations on its website using CanadaHelp's Custom Donate Now services. In these cases CanadaHelps provides code that may be placed on Client's website to embed the form on its website

1.2 Charges

Client will pay to CanadaHelps the Transaction Fees that CanadaHelps assesses on a per-Donation basis for those Donations made by cash, cheques, credit card, PayPal, Interac or consisting of gifts of securities using the Services, as described more fully in this Section 1.2 and on the Site. There are two categories of Transaction Fees: The Profile Account Rates and the Full Fundraising Account Rates, as described more fully on the [Site](#). The Full Fundraising Account Rate will apply to all Donations to Client unless CanadaHelps determines in its sole discretion that Client has not met the following conditions, in which case the Profile Account Rates will apply to all Donations made to Client instead: (i) the Donate Now Link or Donation Form is placed on Client's website in a prominent position; (ii) the Site (including the Donate Now Link) and the Services are Client's primary source of and

tool for collecting online donations; (iii) Client has completed the Banking Information Form (described below) and provided the necessary information in order for CanadaHelps to transfer funds electronically, and (iv) Client keeps the Client Profile (defined below) on the Site updated at all times. The current Transaction Fees as of the date of this Agreement are posted on the Site and are subject to change at any time, as described below. If Client believes that it no longer meets (or will no longer meet) all of the Full Fundraising Account Rate eligibility criteria set out above, Client will immediately notify CanadaHelps, and the Profile Account Rate will apply to all Donations made to Client from the date of such notification.

CanadaHelps reserves the right from time to time to change the Transaction Fees as well as to introduce new fees and charges, including: (a) in respect of Donations made by other payment methods; (b) imposed by third parties for any Donations made through a Third Party Portal; (c) in respect of the Services; or (d) in respect of new services (for example, ticket sales solutions, Person-to-Person fundraising, customized donation solution). CanadaHelps will use commercially reasonable efforts to notify Client of any changes to its Transaction Fees or the introduction of new fees by email and will post its current Transaction Fees on the Site. Changes to the Transaction Fees will be published on the Site in advance of the effective date of the change and will become effective as of the date indicated as the “effective date” in such posting.

1.3 Provision of Services

CanadaHelps will use commercially reasonable efforts to provide the Services in a timely manner, but will not be responsible or liable for any failure to do so. Further, CanadaHelps reserves the right to change, modify or discontinue any or all of the Services and to suspend the Services for maintenance and testing purposes at any time and from time to time upon written notice to Client. CanadaHelps will be under no obligation to provide any Services until it has verified the information provided by Client in the Banking Information Form (described in section 2.4). CanadaHelps may also at any time discontinue or suspend the provision of Services to Client, in whole or in part, if, in CanadaHelps’ sole discretion acting reasonably, such action is necessary to prevent fraud or illegal activity, or to protect the rights, property or safety of CanadaHelps, its affiliates and its other clients, or their respective directors, officers, agents, employees, subcontractors and representatives.

1.4 Donation Funds

All Donations, regardless of method of collection, will be held by CanadaHelps for the benefit of Client and will be segregated in CanadaHelps’ accounting system from all other Donations collected on behalf of other clients of CanadaHelps. CanadaHelps will use commercially reasonable efforts, as described in CanadaHelps [Disbursement Policy] to transfer Donations (less any Transaction Fees as outlined in Section 1.2) held by CanadaHelps to the Client Account in accordance with the

then current disbursement schedule as posted on the Site from time to time (the “Disbursement Schedule”).

1.5 Insurance

During the Term of this Agreement, CanadaHelps will maintain Crime & Fraud insurance in an amount not less than \$1,000,000 per occurrence.

ARTICLE 2

OBLIGATIONS OF CLIENT

2.1 Use of Services

Client will use the Services solely for its own benefit or otherwise in accordance with Client’s officially published mandate. Client acknowledges that should it choose to embed Donation Form(s) on its website rather than use a Donate Now Link, it is important that such forms be embedded on a secure page (as further detailed in Section 5 and 6). Where the Site is used for Events and there is an advantage to the Donor to be deducted from the amount of the Donation, Client will provide CanadaHelps with the information necessary to issue receipts in accordance with the provisions of the *Income Tax Act* (Canada), as amended, and any applicable Canada Revenue Agency guidance. Client’s use of the Site and Services is subject to the then current Terms of Use Policy and Privacy Policy as posted on the Site from time to time.

2.2 Compliance with Privacy Laws

Client will at all times comply with all applicable laws and will collect, store, use and disclose any personal information (as such term is defined in the *Personal Information and Electronic Documents Act* (Canada), R.S.C. 2000, c.5) of Users in accordance with CanadaHelps’ Privacy Policy and all applicable laws (including, without limitation, privacy, data protection and anti-spam laws). Client will use its best efforts to honour the contact preferences of Users as communicated from time to time to CanadaHelps. Without limitation to any other rights or remedies available to CanadaHelps at law or in equity, failure by Client to comply with CanadaHelps’ Privacy Policy, applicable laws or the preferences of Users may result in the immediate termination of this Agreement by CanadaHelps or the refusal by CanadaHelps to provide User information to Client.

2.3 Return of Donation

If after a Donation has been transferred by CanadaHelps in full to the Client Account, such Donation is thereafter rejected or reversed for any or no reason, including payments made in error, credit card chargebacks, NSF, refund requests, suspected or actual fraud, in whole or in part, Client will be liable to refund such rejected Donation amount in full to CanadaHelps and will reimburse CanadaHelps for any directly related out-of-pocket expenses and reasonable administrative costs incurred by CanadaHelps related thereto (collectively, the “Refund Amount”). CanadaHelps will debit the Client Account for the full Refund Amount in accordance with the Banking Information Form.

2.4 Client Banking Information

For the purposes of Donation transfers and returns referred to in Section 1.1 and Section 2.3 respectively, and other payments required to be made pursuant to this Agreement, Client authorizes CanadaHelps to make debits and credits solely in accordance with this Agreement and the Banking Information Form by using an electronic funds transfer system. Client will provide all necessary banking information requested in the Banking Information Form found on the Site, to CanadaHelps, via submission online or via fax, mail or email in order to activate electronic fund transfers and pre-authorized debits. Client is responsible for promptly updating CanadaHelps in writing of any change in the account information in accordance with the terms of this Agreement. The information in the Banking Information Form will be treated as Confidential Information (as defined below) under this Agreement. Should Client require its banking information to be updated, Client will complete the Change of Banking Information Form found on the CanadaHelps website or return it via fax, mail or email. The Change of Banking Information Form will supersede the original Banking Information Form and any subsequent changes to the original banking information upon receipt. Previous banking information will be destroyed.

2.5 CanadaHelps Donation Links and Donation Forms

Where Client requests to use the Donation Links or Donation Forms on its website, CanadaHelps may request a printout sample of the placement of such Donation Link or Donation Form on Client's website for approval by CanadaHelps. Client will also discontinue use of the Donation Links or Donation forms and remove such Donation Links or Donation Forms from Client's website immediately if Client loses its status as a registered charity or upon written notice by CanadaHelps.

2.6 Third Party Services

Client is responsible, at Client's sole expense, for obtaining, licensing and maintaining all equipment, software and telecommunications or other services which are necessary in order to receive the Services.

ARTICLE 3

CLIENT PROFILE

3.1 Client Profile

Client will be responsible for providing CanadaHelps with information about Client (the "Client Profile") for posting on the Site by updating the "Profile" screen located on the Site.

3.2 Updates to Client Profile

CanadaHelps will provide Client with a unique login and password to access Client's CanadaHelps account so that Client can update the Client Profile.

3.3 Client Login and Password

Client is responsible for maintaining the confidentiality of Client's login and password. Client is responsible for all use of the Services under Client's login and password whether or not authorized by Client. Client will notify CanadaHelps immediately of any unauthorized use of Client's login or password.

3.4 Grant of Licence

During the Term of this Agreement, Client hereby grants to CanadaHelps a non-exclusive, non-transferable, irrevocable, world-wide, royalty-free licence to use, perform, reproduce, have reproduced, distribute, transmit, display or modify any content contained in the Client Profile in connection with this Agreement, and to permit visitors to the Site to access, download and make copies for their own personal use, any content contained in the Client Profile.

3.5 Restrictions on Client Profile

CanadaHelps reserves the right to remove or modify any content contained in the Client Profile which CanadaHelps, acting reasonably, considers to be offensive, harmful to the business or reputation of CanadaHelps or the goodwill associated therewith, or otherwise objectionable.

3.6 Alteration of Client Profile

In no event will CanadaHelps, its licensors or suppliers be liable for any unauthorized access to, or alteration, theft or destruction of any content contained in the Client Profile on the Site, whether caused by accident, fraudulent means or devices or otherwise.

ARTICLE 4 TRADE-MARKS

4.1 Definition of Marks

For the purposes of this Agreement, "Marks" means domain names, trade-marks, trade names, brands, business names, designs, graphics, logos and other commercial symbols and indicia of origin, and any goodwill associated therewith.

4.2 Use of Client Marks

Client is the owner or licensee of the Marks Client identifies in writing to CanadaHelps as the "Client Marks" and hereby grants to CanadaHelps a non-exclusive licence to use the Client Marks in connection with this Agreement and the provision of the Services. CanadaHelps will use the Client Marks in the form provided and in accordance with any guidelines for the usage thereof provided by Client to CanadaHelps at any time and from time to time.

4.3 Use of CanadaHelps Marks

CanadaHelps is the owner or licensee of the Marks listed as the "CanadaHelps Marks" at the end of this Agreement. CanadaHelps may, in its sole discretion, grant to Client a non-exclusive licence to use some or all of the CanadaHelps Marks on Client's website or elsewhere in connection with this Agreement. If CanadaHelps

grants Client such a licence, Client will use the applicable CanadaHelps Marks in the form provided and in compliance with any guidelines for the usage thereof provided by CanadaHelps to Client at any time and from time to time.

4.4 Reservation of Rights

Client and CanadaHelps will each retain all right, title and interest in and to their respective Marks and nothing in this Agreement will convey to either party any right of ownership in the other party's Marks. Neither party will now or in the future contest the validity of the other party's Marks. The licensee of the Marks will not take any action inconsistent with the owner's ownership of the Marks and any benefits occurring from the use of such Marks will automatically vest in the owner.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Client

Client represents, warrants and covenants that:

(a) Client is a charity registered either as a charitable organization, private foundation or public foundation or other qualified donee, as those terms are defined under section 149.1 of the *Income Tax Act* (Canada), as amended;

(b) Client fully complies and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, the *Income Tax Act* (Canada), as amended, all other taxation, privacy laws and anti-spam legislation;

(c) Client has full power and authority to enter into this Agreement and the execution and performance of its obligations under this Agreement does not conflict with:

(i) any laws, rules, regulations or governmental guidelines to which Client is subject; or

(ii) any other agreements to which Client is a party or to which Client is otherwise bound;

(d) Client owns or has the authority to grant the rights and licences granted to CanadaHelps by Client under this Agreement;

(e) any content contained in the Client Profile when used, performed, reproduced, distributed, transmitted, displayed or modified by CanadaHelps as permitted under this Agreement does not violate the rights of any third party including, without limitation, any patents, trade-marks, copyrights (including performer's rights), trade secrets, trade names and other intellectual property rights whether registered or not (collectively, the "Intellectual Property Rights");

(f) Client has obtained all necessary waivers of moral rights from authors of any content contained in the Client Profile to permit the use, performance, reproduction, transmission, distribution display or modification of such content by CanadaHelps as permitted under this Agreement and the use of such content by CanadaHelps in accordance with this Agreement will not require any additional consents, permissions or approvals from or payments to any third party;

(g) any content contained in the Client Profile complies with all applicable laws, statutes and regulations including, without limitation, all slander, defamation, libel, obscenity and privacy laws;

(h) the use of the Client Marks by CanadaHelps as permitted under the Agreement does not violate the rights of any third party including, without limitation, any Intellectual Property Rights;

(i) Client has provided accurate information to CanadaHelps with respect to the information necessary to provide receipts including the amount of the Donation and any advantage to the Donor to be deducted from the amount of the Donation in accordance with the provisions of the *Income Tax Act* (Canada), as amended, and any applicable Canada Revenue Agency guidance, where required; and

(j) Client has taken reasonable safeguards to prevent malicious conduct on its website when using CanadaHelps Site or Services including CanadaHelps Donation Links and Donation Forms

5.2 Representations and Warranties of CanadaHelps

CanadaHelps represents, warrants and covenants that:

(a) CanadaHelps fully complies and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, the *Income Tax Act* (Canada), as amended, all privacy laws and anti-spam legislation; and

(b) CanadaHelps has full power and authority to enter into this Agreement and the execution and performance of its obligations under this Agreement does not conflict with:

(i) any laws, rules, regulations or governmental guidelines to which CanadaHelps is subject; or

(ii) any other agreements to which CanadaHelps is a party or to which CanadaHelps is otherwise bound.

ARTICLE 6

WARRANTY DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY

6.1 Warranty Disclaimer, Indemnity and Limitation of Liability

In view of CanadaHelps' non-profit, charitable status, and in consideration of CanadaHelps' agreement to provide the Services to Client, Client acknowledges and agrees that:

(a) In no event will CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors be responsible for losses, damages or expenses of any kind whatsoever caused to Client, Users or any third party relating to or arising in any manner under or in connection with this Agreement or the Services. Without limiting the generality of the foregoing, in no event will CanadaHelps, its licensors or suppliers be liable for damages for loss of profits, loss of data or information, business interruption or other pecuniary loss relating to or arising in any manner under or in connection with this Agreement or the use of the Services or the Site or the ability or inability to use the Services or the Site or the ability or inability of the Services or the Site to be used with any software,

systems or equipment of Client or the failure by CanadaHelps to provide any or all of the Services in a timely or proper manner or at all. If the exclusion of liability set out in this Section 6.1(a) is held to be unenforceable or inapplicable for any reason, in no event will the total cumulative liability of CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors in connection with this Agreement or the Services exceed the total sum of Transaction Fees paid by Client to CanadaHelps in the six months preceding the date on which the applicable claim arose.

(b) In no event will CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors be liable to Client, Users or any third party for any special, indirect, incidental, or consequential damages, even if CanadaHelps, its affiliates, directors, officers, agents, employees, licensors, subcontractors or suppliers have been advised of the possibility of such damages.

(c) The Services and the Site are provided to Client on an "as is" basis without representations, warranties or conditions of any kind. As between the parties, Client assumes responsibility for determining the suitability of the Services or the Site, for the use of the Services or Site and for the results obtained. If Client is using the Site for Events, Client is responsible for determining whether any taxes, including Goods and Services Tax, Harmonized Sales Tax or provincial sales tax applies and Client will be responsible for remitting all such taxes to the appropriate authorities out of the funds collected by Client. CanadaHelps disclaims all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all conditions, representations or warranties of merchantability, of fitness for a particular or general purpose, of non-infringement, of compatibility or that the Services or the Site are secure, or error free or will operate without interruption or will be provided in a timely or proper manner or at all.

6.2 Scope of Limitation and Disclaimer

The foregoing limitations and disclaimers apply regardless of the causes or circumstances giving rise to the loss, damage, claim or liability, even if such loss, damage, claim or liability is based on negligence or any other tort, strict liability, breach of contract including, without limitation, breach of a fundamental term, product liability or infringement of any intellectual property right.

6.3 Client Indemnity

Client will indemnify and hold CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors and licensors harmless from and against any losses, damages and expenses (including legal fees) ("claims") arising out of or relating to:

(a) Any claims or demands made by User or any third party due to or arising out of Client's use of the Services or the Site, unless such claim is directly and solely caused by the gross negligence or the intentional or wilful misconduct of CanadaHelps, its affiliates, directors, officers, agents, employees, subcontractors or licensors;

(b) Client's violation of any of the terms and conditions of this Agreement, including, without limitation, any of Client's representations and warranties;

(c) Client's violation of any applicable laws, including, without limitation, the *Income Tax Act* (Canada) as amended, all other taxation, privacy laws and anti-spam legislation; or

(d) The Client Profile or Client Marks, including, without limitation, that the Client content or Client Marks infringe the intellectual property rights of any third party or that the content of the Client Profile is libellous, slanderous, defamatory, obscene or violates any other rights (including privacy rights) of any third party.

ARTICLE 7 TERMS AND TERMINATION

7.1 Term

The term of this Agreement will begin on the Effective Date and will continue until this Agreement is terminated as provided for herein (the "Term").

7.2 Termination by CanadaHelps

CanadaHelps may terminate this Agreement, with or without cause and without paying any termination fees, charges or other amounts, at any time immediately upon written notice to Client.

7.3 Termination by Client

Client may terminate this Agreement at any time by providing notice to CanadaHelps that Client wishes to deactivate its Client Profile.

7.4 Post-Termination Obligations

Unless otherwise requested in writing by Client, or at the discretion of CanadaHelps, CanadaHelps may maintain the Client Profile on the Site following the termination of this Agreement, including for CanadaHelps' audit or other record retention purposes. Client will immediately cease all use of and access to the Site following the termination of this Agreement.

ARTICLE 8 CONFIDENTIALITY, OWNERSHIP AND PRIVACY

8.1 Confidential Information

For the purposes of this Agreement, "Confidential Information" means, with respect to either party, the non-public, confidential, secret or proprietary material and information of such party that has been or may be, directly or indirectly, disclosed to, or come into the possession or knowledge of, the other party, whether in verbal, written, graphic, electronic or other form, in connection with or as a result of entering into this Agreement.

8.2 Confidentiality

Each party will maintain the confidentiality of all Confidential Information of the other party and will not release, disclose, use, make available or copy any such Confidential Information without the prior written consent of the disclosing party except as necessary to carry out its obligations under this Agreement. Each party may disclose the other party's Confidential Information to its employees, agents or subcontractors on a need-to-know basis only and subject to entering into a non-disclosure agreement. Each party will not use in any way, for its own account or for the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, or disclose to any third party (except to that party's legal advisor, accountants or other advisors as reasonably necessary), any of the other party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information, at least as stringent as it takes to protect its own Confidential Information. Excluded from this obligation of confidentiality is Confidential Information which:

(a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(b) becomes known to the receiving party directly or indirectly from a third party source not having an obligation of confidentiality to the disclosing party;

(c) becomes publicly known or otherwise ceases to be secret, proprietary or confidential, except through a breach of this Agreement by the receiving party;

(d) is independently developed by the receiving party; or

(e) is required to be disclosed by a government authority or by law, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

8.3 Ownership

Except for the rights expressly granted under the Agreement, as between CanadaHelps and Client:

(a) CanadaHelps retains all right, title and interest in and to the Site, and the Services, including, without limitation, all Intellectual Property Rights therein ("CanadaHelps Property"); and

(b) Client retains all right title and interest in and to any information, materials or other content that Client provides in the Client Profile (but only provided that Client does not thereby acquire any rights in or to any CanadaHelps Property), including all Intellectual Property Rights therein.

ARTICLE 9

GENERAL PROVISIONS

9.1 Relationship of the Parties

Nothing contained in this Agreement will be deemed or construed by the parties hereto or any third party to create the relationship of partnership or joint venture between the parties, it being understood that the parties will at all times remain independent parties contracting for Services.

9.2 Assignment

This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party will assign or transfer this Agreement or any of its rights under this Agreement, whether directly or indirectly, without first obtaining the prior written consent of the other party, such consent not to be unreasonably withheld, except that in the event CanadaHelps transfers its tax-exempt status as a registered charity to another corporation, CanadaHelps will be permitted to assign this Agreement to such transferee corporation without prior written consent to Client.

9.3 Notice

All notices or other communications pursuant to this Agreement will be in writing and will be delivered personally, sent by registered mail (with postage prepaid) or transmitted by facsimile or e-mail to the intended recipient at the address provided in this Agreement or to such other address as either party may have furnished to the other party in writing in accordance herewith. Any such notice or communication will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or other form of recorded communication, or on the third business day next following the mailing of such notice.

9.4 Governing Law

This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of Client and CanadaHelps hereby irrevocably attorn to the jurisdiction of the Ontario courts in respect of any matter concerning this Agreement.

9.5 Survival

The provisions of Sections 1.2, 2.2, 2.3, 4.4, 5.1, Article 6, 7.4, Articles 8 and 9, and all other provisions which either expressly or by their nature survive, will survive termination or expiration of this Agreement.

9.6 Entire Agreement

This Agreement and the documents referred to or incorporated herein by reference contain the entire agreement between CanadaHelps and Client with respect to the subject matter thereof and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in this Agreement and in the schedules attached hereto and the documents referred to or incorporated into this Agreement by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied. CanadaHelps may update the terms of this Agreement from time to time to reflect changes in its business practices by posting notice of the change in terms on the Site. Any updated terms will become effective upon posting on the Site or upon the date designated by CanadaHelps as the “effective date” (if any).

9.7 Further Assurances

The parties will co-operate with and assist each other and take such action as may be reasonably necessary to implement and carry into effect this Agreement to its full extent, including, without limitation, assisting each other in complying with applicable law.

9.8 Amendment

This Agreement cannot be modified, varied, amended or supplemented in any way by Client. CanadaHelps reserves the right to modify, vary, amend or supplement this Agreement, including changes to Transaction Fees, Disbursement Schedule, Services or other fees or charges, at any time and from time to time. CanadaHelps will post the current version of this Agreement on the Site and each such change will be effective upon posting on the Site or upon the date designated by CanadaHelps as the “effective date” (if any). Client’s continued use of the Services following any such change constitutes Client’s agreement to be bound by and its acceptance of this Agreement as so modified.

9.9 Subcontractors

CanadaHelps may from time to time, in its sole discretion and without notice to Client, subcontract the performance of its obligations under this Agreement, in whole or in part, to a third party. Where CanadaHelps chooses to engage a subcontractor, such subcontracting will not relieve CanadaHelps of any of its obligations or liability under this Agreement.

9.10 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the Parties.

9.11 Force Majeure

Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third party providers of goods or services to us, labour disruptions, blackouts, embargoes), except that non-payment of amounts due under this Agreement will not be excused by this provision.

9.12 No Waiver

Any waiver by CanadaHelps of any of the provisions of this Agreement will not constitute a waiver of any other provision hereof (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by CanadaHelps in writing.

9.13 Language

The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including the Banking Information Form and all notices, have been and will be drawn up in the English language only. A French version of this Agreement and the Banking Information Form will be made available upon request by Client, however, the English version of such documents will govern. / Les parties aux présentes confirment leur volonté que la présente convention, de même que tous les documents qui s'y rattachent, y compris tout formulaire de renseignements bancaires et tout avis, soient rédigés en langue anglaise. Le client pourra obtenir sur demande la version française de la présente convention et du formulaire de renseignements bancaires, mais la version anglaise de ces documents prévaudra sur la version française.

CANADAHELPS MARKS

"CanadaHelps"

"GIVING MADE SIMPLE"

"THE FUTURE OF PHILANTHROPY"

"LE DON EN TOUTE SIMPLICITÉ"

BANKING INFORMATION FORM

Client is required to return the Banking Information Form to CanadaHelps within ten (10) business days of this date in order to finalize the terms of Agreement.