

## Terms of Use

Welcome to GenerUs Marketing Solutions, Inc. In order to use this website, you must agree to our Terms of Use. These Terms of Use include terms of sale that apply when you purchase a Coupon through the Site and other terms that specify permissible uses of the Site. These Terms of Use form a binding agreement between you and GenerUs Marketing Solutions Inc. ("GenerUs", "we", "us" or "our"), which operates this website and the wholly owned subsidiary Coupons4Giving and Gifts4Giving and Giftcards4Giving. Please review the following Terms of Use carefully. By using the Site or any GenerUs service offered through the Site, you are agreeing to these Terms of Use, our [Privacy Policy](#) posted on this Site (which is incorporated herein by reference), and any additional terms applicable to certain programs in which you may elect to participate or with respect to any Microsite (as defined below), as any of the same may exist from time to time (collectively, the "Terms of Use" or "Agreement"), and all of the Terms of Use will govern your use of the Site and our services. If you do not agree to these Terms of Use, you must immediately cease accessing or using the Site and any GenerUs service offered through the Site. The terms "you", "End User" and "your" refer to the person accessing or using the Site or our services, or the company or organization on whose behalf that person accesses the Site or our services. This website and links contained within or otherwise available through external hyperlinks within this website (the "Microsites") are collectively referred to as the "Site" in these Terms of Use.

Any questions regarding these Terms of Use can be directed to us at:

GenerUs Marketing Solutions Inc.  
support@coupons4giving.ca

### 1. Conditional Use of the Site and Our Services

The Site provides an interactive online service operated by GenerUs, consisting primarily of marketing and promotion services on behalf of certain merchants ("Merchants") making coupons for Merchant products and services ("Coupons") available to its users. Coupons may be purchased by GenerUs account holders and exchanged for products and services from the issuing Merchants or other parties identified in the terms of the offer and subject to the Terms of Sale set forth below. As a condition of your use of this Site, you agree that:

- you are at least 18 years of age;
- you have the necessary capacity and authority to create a binding legal obligation;
- you will at all times comply with the terms of this Agreement;
- if you elect to create an account:
  - you may create only one account for your personal use;
  - you may only make legitimate purchases that comply with the terms of the respective offers;
  - you may only make purchases on the Site for your own use and enjoyment, or, when offered, as a gift for someone else; and
  - you must safeguard your password and supervise the use of your account, and understand and agree that you are responsible for your own use and the use of your account by anyone you allow to access it; and

- you have the right to provide any and all information you submit to the Site, the information is only about yourself, and all such information is accurate, true, current and complete.

## **2. Ownership of the Site**

The content and information on the Site as well as the infrastructure used to provide both, is proprietary to us or participating Merchants, participating non-profit organizations (“NPOs”) or other GenerUs business partners or service providers. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any information, software, products or services obtained from or through the Site.

## **3. Availability of the Site**

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated. GenerUs retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

## **4. Transmission of Information**

Because we do not control the security of the Internet or other networks you use to access the Site or communicate with us, we cannot be, and are not, responsible for the security of information that you choose to communicate with GenerUs and the Site while it is being transmitted. In addition, GenerUs is not responsible for any data lost during transmission.

## **5. Permitted and Prohibited Conduct on the Site**

The Site is private property. All interactions on the Site must be lawful and comply with these Terms of Use. To the extent your conduct restricts or inhibits any other user from using or enjoying any part of this Site, we may limit your privileges on the Site and seek other remedies. The following activities are prohibited on or in relation to the Site and constitute express violations of this Agreement:

- conducting or promoting any illegal activities while using the Site or any of GenerUs’ services;
- using any End User, Merchant or NPO information from the Site for any commercial purpose, including, but not limited to, marketing or to compete, directly or indirectly, with GenerUs;
- using the Site or any of its contents to advertise or solicit for any commercial, political or religious purpose, or to compete, directly or indirectly, with GenerUs;
- using the Site or any of its resources to solicit Site End Users, Merchants, NPOs or other business partners of GenerUs to become users or partners of other online or offline

services directly or indirectly competitive or potentially competitive with GenerUs, including without limitation, aggregating current or previously offered deals;

- using any automated, manual or other means to access, monitor, search or copy any content or information from the Site for any purpose without our express written permission;
- submitting any intentionally inaccurate information, committing fraud or falsifying information in connection with your GenerUs account or in order to create multiple GenerUs accounts;
- accessing or attempting to gain access to secured portions of the Site or services to which you do not possess access rights;
- attempting to scan or test the security or configuration of the Site or to breach security or authentication measures without proper authorization;
- tampering or interfering with the proper functioning of any part, page or area of the Site or any functions or services provided by GenerUs;
- attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to the Site, or attempts at overloading, “flooding”, “spamming”, “mail bombing” or “crashing” the Site;
- reselling or repurposing your access to the Site or any purchases made through the Site;
- exceeding or attempting to exceed quantity limits when purchasing Vouchers or otherwise using any GenerUs account to purchase Vouchers for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by this Agreement and the terms of a specific offer on the Site;
- violating the restrictions in any robot exclusion headers on this Site or bypassing or circumventing other measures employed to prevent or limit access to this Site;
- taking any action that places excessive demand on the Site or our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- aggregating any live or post-feature content or other information from the Site (whether using links or other technical means or physical records associated with purchases made through this Site) with material from other sites or on a secondary site without our express written permission;
- deep-linking to any portion of this Site (including, without limitation, the purchase path for any Coupon) without our express written permission;
- acting illegally or maliciously against the business interests or reputation of GenerUs, participating Merchants, NPOs or our services; or
- hyperlinking to the Site from any other website without our initial and ongoing consent.

## **6. Creating an Account on the Site**

If you create an account on the Site, you may only create and hold one account that you are solely responsible for managing. Your account is non-transferable and may not be sold, combined or otherwise shared with any other person. If you violate any of these limitations we may terminate your account and, without limitation, you may forfeit any pending, current or

future promotional account credits and any unredeemed Coupons in your account. If we terminate your account, you may not re-enroll or join under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Site or in connection with your GenerUs account, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, to pursue legal action through appropriate law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Site.

## **7. Terms of Sale**

Coupons purchased on the Site by you as a GenerUs account holder are special promotional offers that you purchase from participating Merchants through our service. The Coupons are redeemable for certain products, services or experiences offered by, or facilitated through, the Merchant identified on the Coupon. The Merchant is solely responsible for redeeming the Coupon. By placing an order for a Coupon, you make an offer to purchase the Voucher you have selected pursuant to the terms of this Agreement, the terms on the Coupon itself and any additional deal-specific terms advertising the Coupon at the time of purchase (the "Fine Print"). In the event of a conflict between the terms of this Agreement and the Fine Print, the Fine Print will govern.

There are two separate parts to each Coupon: (a) the purchase value and (b) the promotional value (except if the purchase value is equal to the full offer value of the Coupon, in which case there is no promotional value). Together the purchase value and the promotional value add up to the full offer value of the Coupon. The purchase value is the amount you pay to buy a Coupon. The purchase value does not expire until it is used or refunded. The promotional value is the "added" value of the Coupon – the amount in excess of the purchase value. The promotional value will expire by the date stated on the face of the Coupon unless applicable law prohibits the promotional value from expiring. For example, if you pay \$80 for a Coupon that entitles you to \$100 of goods or services from a Merchant, the full offer value is \$100, the purchase value is \$80 (and that amount does not expire until it is used or is refunded), and the promotional value is \$20 (and that amount expires on the date stated on the Coupon, unless expiration of the promotional value is prohibited by law).

In the event you redeem your Coupon for less than the full offer value stated on the Coupon, your purchase will be allocated first against the purchase value until it has a balance of zero dollars (\$0.00), and then against the promotional value that is remaining.

Purchase, use or acceptance of a Coupon constitutes acceptance of these Terms of Use and of any Fine Print stated on the Coupons. The following terms apply to all Coupons, unless stated otherwise in a Coupon's Fine Print or otherwise required by applicable law:

- No cash value for any Coupon.
- Coupons cannot be used to make a payment on a credit account.
- No cash back will be issued for partial redemption of the paid portion of a Coupon, except as required by law.

- No cash back or credit will be issued for partial redemption of the promotional portion of a Coupon.
- Entire value of Coupon must be used in one visit.
- Taxes and gratuities are not included in the value of the Coupon and, if applicable, may be charged to you separately by the Merchant when you redeem the Coupon.
- If applicable, shipping and handling fees are not included in the value of the Coupon and may be charged to you separately by the Merchant when you redeem the Coupon.
- Use of a Coupon for alcoholic beverages is at the sole discretion of the Merchant unless otherwise noted on the Coupon and use of a Coupon for alcoholic beverages and certain other certain products and services is subject to applicable local, provincial, territorial and federal laws.
- Coupons cannot be combined with any other coupons or promotions unless otherwise noted in the Coupon or required by law.
- Your Coupons may only be used at the Merchant and Merchant location(s) named on the face of the Coupon, and if a Coupon is specific to a product or service, it is not redeemable for any other product or service.
- Coupons are not reloadable.
- Duplicate use, reproduction, resale, modification or trade of Coupons is prohibited, except as required by law.
- Neither GenerUs nor the Merchant is responsible for lost or stolen Coupons or Coupon reference numbers.
- Coupon purchases are considered final sales upon payment. Since our featured deals are promotional, time-sensitive and involve a donation to a NPO, returns are not offered. If you have any questions regarding our return policy, contact us at [support@coupons4giving.ca](mailto:support@coupons4giving.ca).

The Merchant is the issuer of the Coupon and is solely responsible for honoring and fulfilling the Coupon (including without limitation for supplying all products and services specified in the Coupon), for all customer service in connection with the Coupon and the products and services supplied to you, and for any and all injuries, illnesses, damages, claims, liabilities and costs ("Liabilities") it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a Coupon, or the use of any products or services provided in connection with a Coupon, or otherwise. YOU WAIVE AND FULLY, FOREVER, AND ABSOLUTELY RELEASE GENERUS AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, AND PARTICIPATING NPO'S, FROM ANY AND ALL LIABILITIES ARISING FROM OR RELATED IN ANY WAY TO ANY ACT OR OMISSION OF A MERCHANT IN CONNECTION WITH YOUR USE OR REDEMPTION OF A VOUCHER OR YOUR USE OF THE PRODUCTS OR SERVICES IT PROVIDES IN CONNECTION WITH A VOUCHER.

## **8. Price and Payment**

The price of any Coupon will be as quoted on the Site or in authorized emails from time to time, except in cases of obvious error. If there is an obvious pricing error in relation to a Coupon which could have reasonably been recognized by you as a mis-pricing, then we have the right to

cancel any such issued Coupon and issue you a refund in respect of the same. For example, if the amount or percentage of a discount displayed on the Site, in an authorized email or on a Coupon does not correlate with the price listed, this is an obvious pricing error.

Payment for Coupons may be made by such credit card or other payment means that we make available from time to time through the Site.

## **9. Modification of this Agreement**

We reserve the right at all times to discontinue or modify any part of this Agreement as we deem necessary or desirable. If we make changes that materially affect your use of the Site or our services (as determined by us in our sole discretion) we will notify you by sending you an e-mail to the e-mail address that is registered with your account and/or by posting notice of the change on the Site. Any changes to these Terms of Use will be effective upon the earlier of our dispatch of an e-mail notice to you or our posting of notice of the changes on our Site; provided that, these changes will not apply to Coupons purchased prior to the effective date of such changes. These changes will be effective immediately for new users of the Site and for all Coupons purchased after the effective date of the change. We suggest that you revisit our Terms of Use from time to time to ensure that you stay informed of any such notifications of changes to the Site. Your use of the Site after we update these Terms of Use will constitute acceptance of the modified Terms of Use.

We also reserve the right to change or discontinue any aspect or feature of our services or the Site including, but not limited to, requirements for access or use.

## **10. Copyright and Trademarks**

Everything located on or in the Site is the exclusive property of GenerUs or is being used with permission. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THIS SITE OR ANY OF THE MICROSITES WITHOUT THE EXPRESS WRITTEN PERMISSION OF GENERUS IS PROHIBITED. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

The Site and any Microsite contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are protected by copyright as a collective work under Canadian and other applicable copyright laws. GenerUs owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. You may download, print, and/or save copyrighted material for your personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of GenerUs or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted,

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GenerUs reserves the right to terminate its agreement with you or any other End User who infringes third-party copyrights.

If you believe that any material has been posted via the Site in a way that constitutes copyright infringement and you wish for such material to be removed, you must provide GenerUs with the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Site of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) your name and contact information, including telephone number and e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **11. Disclaimer of Warranty**

YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. NEITHER GENERUS, ANY OF ITS AFFILIATES, ANY OF THEIR RESPECTIVE OFFICERS,

DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES, ANY FEATURED MERCHANTS, ANY FEATURED NPO'S, OR ANY THIRD-PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY, "PROTECTED PARTIES"), WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE OR GENERUS' SERVICES, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR VOUCHER PROVIDED THROUGH THIS SITE. THE SITE IS MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. GENERUS HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## **12. Limitation of Liability**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH GENERUS IS TO DISCONTINUE YOUR USE OF THE SITE AND GENERUS' SERVICES. IN NO EVENT SHALL ANY OF THE PROTECTED PARTIES (AS DEFINED ABOVE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOST REVENUES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES (EVEN IF WE OR THEY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES), ARISING OUT OF OR RELATED TO YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE SITE OR GENERUS' SERVICES, OR THE CONTENT, STATEMENTS (AS DEFINED BELOW) OR OTHER INFORMATION CONTAINED ON THE SITE, OR THESE TERMS OF USE. IN NO EVENT WILL GENERUS' LIABILITY IN CONNECTION WITH A VOUCHER EXCEED THE AMOUNTS PAID FOR SUCH VOUCHER, AND GENERUS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY YOU DURING THE SIX MONTHS PRECEDING THE BRINGING OF ANY CLAIM, OR FIVE HUNDRED DOLLARS, WHICHEVER IS LESS. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR ANY OTHER EXCLUSION OR LIMITATION OF LIABILITY STATED HEREIN, THEN IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF THE OTHER PROTECTED PARTIES, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **13. Arbitration and Waiver of Class Actions**

(a) We place a high priority on customer satisfaction, and accordingly we will endeavour to resolve any disagreements that you have with GenerUs to our mutual satisfaction. If those efforts fail, by using this Site you agree that any claim, dispute or controversy you may have against GenerUs arising out of, relating to or connected in any way with this Agreement, the Site or the purchase or sale of any Voucher(s), shall be resolved exclusively by final binding arbitration in accordance with the Arbitration Act (Alberta), R.S.A. 2000, c. A-43, as amended



from time to time (the "Arbitration Act"). Arbitration shall be by a single arbitrator mutually acceptable to the parties. If the parties are unable to agree upon a single arbitrator, either GenerUs or you may apply to the Court of Queen's Bench of Alberta for advice and directions on making such an appointment. The decision of the arbitrator shall be final and binding, with no right of appeal, and may be enforced in any court having jurisdiction over the subject matter or either you or GenerUs. You agree further that: (a) the arbitration shall be held in the City of Edmonton, in the Province of Alberta; (b) the arbitrator shall apply the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta consistent with the Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (c) unless you and GenerUs otherwise agree in writing, there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or GenerUs' individual claims, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, GenerUs will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (e) with the exception of subpart (c) above, if any part of this Section 13(a) is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Arbitration Act, then the balance of this Section 13(a) shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (c) is found to be invalid, unenforceable or illegal, then the entirety of this Section 13(a) shall be null and void, and neither you nor GenerUs shall be entitled to arbitrate their dispute. The arbitrator shall determine to what extent each of the parties shall bear the costs and expenses incurred in connection with any such arbitration proceeding (including reasonable legal fees and expenses) on the basis of the arbitrator's assessment of the relative merits of the parties' positions.

(b) IN THE EVENT THAT SECTION 13(a) ABOVE IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, OR NULL AND VOID IN ACCORDANCE WITH ITS TERMS, THEN YOU WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS PROCEEDING IN COURT AGAINST GENERUS RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY YOU MAY HAVE AGAINST GENERUS ARISING OUT OF, RELATING TO OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE SITE, THE PURCHASE OR SALE OF ANY VOUCHER(S) OR THE USE OR SUPPLY OF ANY PRODUCT(S) OR SERVICE(S) IN CONNECTION THEREWITH.

## **14. Electronic Communications**

The communications between you and GenerUs use electronic means, whether you visit the Site or send us emails, or whether GenerUs posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from GenerUs in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GenerUs provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

## **15. End User Communications**

In some instances, GenerUs may allow you and other End Users to use the Site to express opinions and communicate through forums, bulletin boards, discussion groups, chat rooms or other communication facilities that may be offered on or through the Site from time to time (collectively “Communities”). GenerUs shall have the right, but not the obligation, to monitor the content within the Communities at any time, for any reason, including to determine compliance with this Agreement and any operating rules established by GenerUs, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, GenerUs shall have the right, but not the obligation, to remove any material from the Communities that GenerUs, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable. Any opinions, advice, ratings, discussions, comments, and/or other messages or postings of any kind made by you or any other End User to the Communities (collectively, “Statements”), are those of the respective author(s) or distributor(s) and not of GenerUs.

## **16. Websites of Others**

The Site contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk.

## **17. Public Nature of Your Statements**

You understand and agree that all Statements are public and not private. Any other person (whether or not a user of GenerUs’ services) may read your Statements without your knowledge. Please do not include any Personal Information (as defined in our Privacy Policy) in your Statements. GenerUs does not control or endorse any Statement found in any part of the Communities, and we specifically disclaim any liability concerning the Statements and the Communities and any actions resulting from your participation in any part of the Communities, including any objectionable content. Any and all Statements you post to our Site are not confidential.

## **18. License Grant**

By posting Statements or other information on or through the Communities, you grant GenerUs a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the Statements alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sublicensees. Your license of any Statements or information submitted above extends to use for promotions, advertising, market research or any other lawful purpose, without limitation.

## **19. Indemnification/Release**

You agree to defend, indemnify and hold harmless GenerUs and each of the other Protected Parties (as defined above) from and against all any and all claims, damages, obligations, losses, liabilities, costs, debts and expenses (including but not limited to reasonable legal fees and costs on a solicitor and his own client, full indemnity basis) arising out of or related to: (i) your use of or access to the Site or any of GenerUs' services; (ii) your violation of any provision of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that any information, statement or other content communicated or submitted by you, whether online or offline, causes damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Site and any of GenerUs' services.

You are solely responsible for your interactions with Merchants, NPOs and other users of the Site. To the fullest extent permitted under applicable laws, you hereby release GenerUs from any and all claims or liability related to any product or service of a Merchant, any action or inaction by Merchant, including Merchant's failure to comply with applicable law and/or failure to abide by the terms of a Voucher, and any conduct or speech, whether online or offline, of any other user.

## **20. Termination**

GenerUs may terminate these Terms of Use at any time. Without limiting the foregoing, GenerUs shall have the right to immediately terminate or suspend any of your passwords or accounts in the event GenerUs considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

## **21. Choice of Law**

Any disputes arising out of or related to these Terms of Use and/or any use by you of GenerUs' Site or services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to choice of law or conflicts of laws principles.

## **22. Additional Disclosures**

No waiver by either you or GenerUs of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience of reference only and shall be of no legal force or effect. If any provision of our Agreement is held illegal, invalid or unenforceable by an arbiter or court of competent jurisdiction, such invalidity shall not affect the legality, validity or enforceability of any other provision contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect.

The provisions of these Terms of Use apply equally to and are for the benefit of GenerUs, its affiliates, featured Merchants, featured NPOs, and its third-party content providers and

licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

These Terms of Use were last updated on October 8, 2013.