

## **TELCO REWARDS TERMS AND CONDITIONS**

1416607 Canada Inc. dba Telco Cashback Rewards (“Telco Cashback Rewards” or “we”) makes available cashback reward programs (“Programs”) through [www.telcorewards.ca](http://www.telcorewards.ca) and related mobile phone and software applications (together “Telco Cashback Rewards Platforms” or “Platform”) under these Terms and Conditions.

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN EACH INDIVIDUAL WHO ENROLLS IN ANY OF THE PROGRAMS (“MEMBER”) OR OTHERWISE USES ANY ONE OF THE TELCO REWARDS PLATFORMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DISCONTINUE USE OF THE PROGRAMS AND TERMINATE YOUR PROGRAM MEMBERSHIP IMMEDIATELY.

### **1. TERMS AND CONDITIONS**

1.1 Telco Cashback Rewards may at its discretion modify, update, add to, discontinue, remove or otherwise change these Terms and Conditions at any time. Each such modification will take immediate effect upon notification to you, or upon the date set out in such notification, if any. Telco Cashback Rewards may provide you with notices, including those regarding changes to these Terms and Conditions, by email or other reasonable means now known or hereinafter developed.

1.2 Your continued use of the Telco Cashback Rewards Platforms following any such notifications constitutes your acceptance of such modifications and your agreement to be bound by these Terms and Conditions. The most current version of these Terms and Conditions will be available on our website and supersedes previous versions.

1.3 To become a Member, you must be at least 18 years old and provide an email address, Canadian mobile phone telephone number and password to create your Program account (“Account”). Each person is limited to one Account. Information collected from you shall be subject to our [Privacy Policy](#), which is incorporated by reference.

### **2. DISPUTE RESOLUTION**

2.1 Before filing a claim against Telco Cashback Rewards, You agree to try to resolve the dispute informally by submitting your request to [admin@telcorewards.ca](mailto:admin@telcorewards.ca). We will try to resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within thirty (30) days of submission through this form, you or Telco Cashback Rewards may bring a formal proceeding.

2.2 You and Telco Cashback Rewards agree to arbitrate all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Telco Cashback Rewards’ business, any of the Programs or the Telco Cashback Rewards Platforms, including any claims that may arise after the termination of this Agreement.

2.4 CLASS ACTION WAIVER: YOU AND TELCO REWARDS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL

CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING OR CONSOLIDATED ACTION. This means that neither you nor Telco Cashback Rewards can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result.

2.6 Notwithstanding the foregoing, nothing in this Agreement will prevent Telco Cashback Rewards from seeking injunctive or other equitable relief or enforcement of an award before any court having jurisdiction over any person or otherwise over such subject matter.

### 3. LICENSE

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Telco Cashback Rewards Platforms for your personal use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Telco Cashback Rewards reserves the right to change, upgrade or discontinue the Program and/or any Telco Cashback Rewards Platforms and/or any feature of the Program or the Telco Cashback Rewards Platforms, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Telco Cashback Rewards or its licensors.

### 4. RESTRICTIONS

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Telco Cashback Rewards Platforms; (ii) introduce into the Telco Cashback Rewards Platforms any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Telco Cashback Rewards Platforms (collectively, "Content"); (iv) access the Program or the Telco Cashback Rewards Platforms by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Telco Cashback Rewards; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Telco Cashback Rewards Platforms for any reason; (vii) rent, sell or sublicense any of the Telco Cashback Rewards Platforms; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Telco Cashback Rewards Platforms or attempt to circumvent any security, Content protection, or authentication measure associated with the Telco Cashback Rewards Platforms; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Telco Cashback Rewards Platforms or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual Platforms right of

any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Telco Cashback Rewards Platforms; (xiii) engage in or promote any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Telco Cashback Rewards Platforms; (xv) attack the Telco Cashback Rewards Platforms via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; or (xvi) otherwise attempt to interfere with the proper working of the Telco Cashback Rewards Platforms.

## 5. PROGRAMS

5.1 We offer the ability for Members to earn merchant -funded cashback rewards to be deducted off their prepaid mobile phone bill ("Cashback Rewards Telco Cashback Rewards receives compensation for referring buyers to the retailers, brands, merchants and other partners participating in this Program ("Affiliate Stores"). Participation in this Program and the opportunity to earn Cashback Rewards are offered at the sole discretion of Telco Rewards and subject to your compliance with this Agreement.

5.2 In order to earn Cashback Rewards, you must register an Account, be signed in to one of the Telco Rewards Platforms and use the shopping links where a user is referred to offers at retail partners within the Telco Cashback Rewards Platforms and complete your purchase transaction during the same shopping session you started after clicking on the shopping link. If a purchase is completed then Cashback Rewards are rewarded and stored in a virtual wallet on the Telco Rewards Platform.

## 7. AFFILIATE STORES

A product purchased from any Affiliate Store is governed by and subject to the applicable Affiliate Store policies, including applicable exchange and shipping policies and items excluded from rewards. You agree that we are not agents of any Affiliate Store and that the Affiliate Stores operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with any Affiliate Store is solely between you and that Affiliate Store. We do not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Telco Cashback Rewards is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal from the Program, or for any effect on accrual of Cashback Rewards caused by such changes, discontinuance, or withdrawal.

## 8. APPLICATION OF CASHBACK REWARDS

8.1 As a condition of redemption of accrued Cashback Rewards, you must: (i) establish and maintain an Active Account (defined below); (ii) provide a valid email address and mobile phone telephone number at which you are able to receive text messages; and (iii) provide a password to protect your Account.

8.2 In our sole discretion, we may deduct Cashback Rewards from your account to adjust for returns and cancellations with respect to Cashback Rewards Program purchases. Any such adjustments will be made in accordance with this Agreement, any applicable Telco Cashback Rewards policies and terms, the terms of the Affiliate Store offer and any and all applicable laws, rules and regulations. The determination of whether a purchase made through an Affiliate Store qualifies for Cashback Rewards is at the sole discretion of Telco Cashback Rewards. If an Affiliate Store fails to report a transaction to Telco Cashback Rewards or fails to make payment to Telco Cashback Rewards for any reason, Telco Cashback Rewards reserves the right to cancel the Cashback Rewards associated with that transaction. It is your responsibility to check your Account regularly to ensure that Cashback Rewards has been properly credited and paid and that your Account balance is accurate. If you believe that Cashback Rewards has not been correctly credited to your account, you must contact Telco Cashback Rewards member services within ninety (90) days of the transaction. In addition, Telco Cashback Rewards may make account adjustments for any Cashback Rewards that Telco Cashback Rewards, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with the Referral Program Terms, this Agreement or any other applicable law or regulation. Telco Cashback Rewards decisions are final. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

8.4 You may be taxed on your receipt of bonuses and other consideration (merchandise, travel, etc.) for member referrals or other promotional activities (such as prizes from a sweepstakes) depending on the tax laws of federal, provincial, and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with any member referrals or promotional activities.

You may only redeem Cashback Rewards listed in the 'Withdraw' or 'Wallet' section of the Telco Cashback Rewards Platform. To redeem, click the selected item and follow instructions provided by email to redeem the Cashback Rewards to apply toward your pre-paid mobile telephone bill. The application of Cashback Rewards is carried out directly by us. We apply the Cashback Rewards (via a third-party) which in usual circumstances should be completed within 24 hours, however, we shall not be liable for any delay. You can access the redemption process in the 'Withdraw' or 'Wallet' section of the Telco Cashback Rewards Platform. Any communication which is detailed as being necessary to being sent to or applied to a particular phone number will be to the phone number provided and email address. You are responsible for maintaining the accuracy of your contact information in your Account. We may modify the list of Cashback Rewards periodically and reserve the right to modify the values and number of Cashback Rewards required for redemption of the Cashback Rewards at any time for any reason. We are the supplier of the Cashback Rewards, and any issue which you may have with the Cashback Rewards, or the redemption process should be made in the first instance to us at

admin@telcorewards.ca. We will not however be responsible for the actions of the Mobile Providers in their administration and/or acceptance of the Cashback Rewards.

Subject to reaching the applicable level, Cashback Rewards can be used as soon as they are reflected in your Account balance or may be accrued over time for later use prior to expiration or forfeiture, or termination of the Platform. Some Cashback Rewards may require additional time before they can be fulfilled. Cashback Rewards are not your property and have no cash value whatsoever and may only be redeemed for Cashback Rewards offered on the Platform. Cashback Rewards cannot be sold, transferred, or assigned. Cashback Rewards may be revoked at any time by us in accordance with these Terms. All redemptions of Cashback Rewards are final. Once you have applied a particular Cashback Reward in accordance with these Terms (and always in accordance with applicable laws) you shall not be able to claim any refund, exchange and other issue regarding the redeemed Cashback Rewards. Restrictions may apply to certain Cashback Rewards. Merchants and Mobile Providers participating on the Telco Cashback Rewards Platform are subject to change at any time. You are responsible for the payment of any applicable taxes that may result from Cashback Rewards received as part of the Platform.

All Cashback Rewards are provided “as is” without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.

#### Redeeming Cashback Rewards

You may only redeem Cashback Rewards listed in the ‘Withdraw’ or Cashback’ section of the Telco Cashback Rewards Platform for which you have accumulated sufficient balance for redemption. To redeem, click the selected available item and follow instructions provided by email to redeem the reward to your Mobile Provider. Once you have chosen the reward and it has been redeemed there is no way of reversing the transaction.

#### Mobile Providers

We are proud to offer a number of Pre-Paid Mobile Providers who are supported on our Platform, and these will be displayed in full detail on our Telco Cashback Rewards Platform at registration and in the ‘Withdrawal’ section of the platform. You will only be able to use the Telco Cashback Rewards Platform if your Mobile Provider is supported on our Platform. We will not be liable in any way in the event that your Mobile Provider is not supported on our Telco Cashback Rewards Platform.

When you register your Account we will attempt to validate your mobile phone number and Mobile Provider using all the applicable information available to us and collected in accordance with these Terms.

Change of Mobile Provider: the collection of Points and/or Cashback Rewards is personal to you and is done so with a valid mobile phone number. We do however recognise that you may from time to time wish to change Mobile Provider and enable redemption of Cashback Rewards for Cashback Rewards with your new Mobile Provider. We do allow

you to change your Mobile Provider via our Telco Cashback Rewards Platform provided that such Mobile Provider is supported on our Platform. If your Mobile Provider is supported on our Platform, you will be able to apply Cashback Rewards which you have already earned against your new Mobile Provider once you have confirmed the new Mobile Provider on our Telco Cashback Rewards Platform in the supported networks area. If your new Mobile Provider is not supported on our Platform, then you will be unable to use the Telco Cashback Rewards Platform in accordance with these Terms. We accept no responsibility for any losses which you may experience because of changing Mobile Providers.

We have agreements with all our supported Mobile Providers (as listed in the supported networks area of the Telco Cashback Rewards Platform) to apply credits to your Account. These credits might be subject to daily and monthly limits, and you are not able to breach these limits imposed on you either by us or via us by the Mobile Provider. The Telco Cashback Rewards Platform will enforce the limits when you come to redeem Cashback Rewards.

Some Mobile Providers may not support certain Merchants and/or other offers and promotions (which could include by reason of conflict with other commercial arrangements in place) and we will not be liable for the unavailability of these Point and Reward-earning opportunities.

#### Payment

The use of the Telco Cashback Rewards Platform is currently made available to users free of charge; however, while it is not currently intended, we reserve the right to charge a fee for using the Telco Cashback Rewards Platform at any time. If we begin charging a fee for your continued access to the Telco Cashback Rewards Platform, we will give you at least 14 days prior notice so you can uninstall the Telco Cashback Rewards Platform. If you choose to opt out, we may forfeit any or all Cashback Rewards in your Account after the prior notice period. We may, at any time, and in any event not more than once per year, deduct 250 Points from your Account for account and other administration purposes, and we will not be liable to you for this loss of Points because of our right in accordance with these Terms.

## 9. ACCOUNT

9.1 You agree to keep your Account information current, complete and accurate by periodically updating the information through the Telco Cashback Rewards Platforms. You must be logged into Telco Cashback Rewards and enter your password to change your Account information and payment preferences. You may check your Account status and recent purchase and/or earning history at any time via the Telco Cashback Rewards Platforms. You will maintain the confidentiality of your Account information, including

username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Telco Cashback Rewards is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

9.2 An Active Account means you must have engaged in one of the following activities within the past twelve (12) months: (i) updated your Account information, (ii) have shopped or started a shopping trip via the Telco Cashback Rewards Platforms, or (iii) have accrued Cashback Rewards. If you have not engaged in one of the activities in subsections (i)-(iii) for more than twelve (12) consecutive months, Telco Cashback Rewards reserves the right to debit your Account balance one dollar (1\$) per month ("Maintenance Fee") to recover the cost of account maintenance in its normal course of business until you reactivate your Account by engaging in one of the activities set forth above in subsections (i)-(iii) or until your account balance is zero. If your account remains inactive for more than twelve (12) consecutive months and the balance in your inactive account is or becomes zero, Telco Cashback Rewards reserves the right to close the Account permanently and cease to maintain your Account records and Program access. Maintenance Fees are non-refundable but will not cause your account balance to become negative and will not cause you to owe money to Telco Cashback Rewards.

9.3 We reserve the right to investigate any purchase transactions, referral activity, or interaction with any Telco Cashback Rewards Platforms that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Cashback Rewards, bar further Cashback Rewards awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Cashback Rewards has been credited or making fraudulent referrals by creating multiple Accounts. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Cashback Rewards or other rewards and bonuses, or any misrepresentation of any information furnished to Telco Cashback Rewards by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Cashback Rewards rewards. If Telco Cashback Rewards has any reason to suspect fraudulent activity is associated with your Account, Telco Cashback Rewards reserves the right to delay or withhold payment of Cashback Rewards. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Telco Cashback Rewards decisions are final.

## 10. RECEIVING COMMUNICATIONS

By signing up to be a Member, you agree to receive communications and notices by electronic mail. Our communications may be account and membership-related (e.g., that we've added money to your account, that a purchase has been made, that your

redemption is complete, etc.). We may send you periodic shopping-related emails that highlight coupons and special offers available to Telco Cashback Rewards Members. We may communicate with you regarding the Program by electronic mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You may opt out of receiving certain communications in accordance with our Privacy Policy.

## 11. EXPORT CONTROL

Telco Cashback Rewards Platforms and their underlying information and technology may not be exported or re-exported into any country to which Canada or the U.S. has imposed applicable embargoes. You represent and warrant that you are not located in, under the control of or a national or resident of any such country, and that you will otherwise comply with all applicable export control laws.

## 12. THIRD-PARTY PLATFORMS

When you access or use the Telco Cashback Rewards Platforms, we may make available services from one or more third parties ("Third-Party Platforms"). The Telco Cashback Rewards Platforms support Third-Party Platforms, such as Facebook, to make it easier for you to sign in or create your Account. Any use of Third-Party Platforms to create and access your Account is subject to the terms and conditions and privacy policies of such third parties ("Third-Party Terms").

## 13. COMMUNITY STANDARDS

By participating in the Program, you are becoming a Member of a community that depends on the goodwill and responsible behavior of each of our Members. Members are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing, abusive, or offensive, which is targeted at the Program, the Telco Cashback Rewards Platforms, our employees, contractors or agents, our Affiliate Stores, other Members, or any other person(s) or group. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice.

## 14. OWNERSHIP

All right, title and interest in the Program, the Telco Cashback Rewards Platforms and the Content belong to Telco Cashback Rewards or its licensors. Additionally, Telco Cashback Rewards shall maintain all right, title, and interest in the "Telco Cashback Rewards" trademark, the Telco Cashback Rewards logo, and any other service marks, trademarks



or logos of Telco Cashback Rewards and its affiliates (“Telco Cashback Rewards Marks”). The Telco Cashback Rewards Marks may not be used in connection with any product or service that is not Telco Cashback Rewards’ or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Telco Cashback Rewards. You shall not mention or use Telco Cashback Rewards in any ad text, extensions, or banner ads without the express written consent of Telco Cashback Rewards. All other trademarks not owned by Telco Cashback Rewards that are used in the Programs are the Platforms of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Telco Cashback Rewards.

## 15. INDEMNIFICATION

You agree to indemnify Telco Cashback Rewards, our Affiliate Stores as well as their respective officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys’ fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

## 16. WARRANTY DISCLAIMER

THE PROGRAM, CONTENT AND THE TELCO REWARDS PLATFORMS ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAMS, CONTENT OR THE TELCO REWARDS PLATFORMS, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, REVIEWS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED IN CONNECTION WITH ANY PROGRAM. TELCO REWARDS DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE TELCO REWARDS PLATFORMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, TELCO REWARDS DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES S IN CONJUNCTION WITH THE PROGRAMS.

## 17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TELCO REWARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOSS PROFITS, LOSS DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE TELCO REWARDS'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (\$100 CAD) OR THE MAXIMUM CASHBACK AMOUNT YOU RECEIVED IN THE LAST TWO YEARS FROM THE DATE OF ACCEPTANCE OF THESE TERMS, WHICHEVER IS GREATER. THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT, EQUITY, OR OTHERWISE.

## 18. TERMINATION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Cashback Rewards and other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Program or any functionality, feature or other component of any Telco Cashback Rewards Platforms. You agree that Telco Cashback Rewards will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Telco Cashback Rewards Platforms. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Telco Cashback Rewards Platforms, and to receive Cashback Rewards and other rewards, will terminate. Termination will not prejudice either your or our remedies at law or in equity.

## 19. GENERAL PROVISIONS

19.1 Entire Agreement. These Terms and Conditions constitute the entire agreement between you and Telco Cashback Rewards and govern your use of the Products or Telco Cashback Rewards Platforms superseding any prior agreements between you and Telco Cashback Rewards with respect to the Products or Telco Cashback Rewards Platforms (including, without limitation, earlier versions of this Agreement that may have been accepted by you). Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral or in advertising are not binding toward Telco Cashback Rewards unless expressly confirmed in writing by Telco Cashback Rewards to you. You may also be subject to additional terms and conditions

that may apply when you use or purchase certain other services, affiliate services, third party content or third party software.

19.2 Choice of Law. The validity, construction and interpretation of this Agreement and the relationship between You and Telco Cashback Rewards, including the rights and duties of the parties, will be governed by the laws of the province of Quebec and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

19.3 Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

19.4 Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Telco Cashback Rewards has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.