# CHARITY REGISTRATION & SERVICE AGREEMENT

**Last Updated**: This Agreement was last revised on Aug 20, 2014.

**Welcome to Formulating Change.**

Formulating Change Inc. (“Us”, “We” or “Our”), an Ontario corporation, is pleased to welcome you (“You” or “Your”) as a Charity that wishes to enroll and utilize the services We provide (referred to as the “Services”). We define a “Charity” to mean an organization registered and in good standing with the Canada Revenue Agency (or any successor governmental authority) (“CRA”) as a charity and designated by CRA as a charitable organization, public foundation or private foundation. In order to enroll and utilize the services We provide, You must be a Charity, and You need to review and accept the terms of this Charity Registration & Service Agreement (the “Agreement”).

There may be separate guidelines, rules or additional terms (in each such instance, and collectively, “Additional Terms”) applicable to some of the Services (such as, by way of non-limiting example, the Virtual Change® Service Terms, Our Donation Transfer and Fee Policy, and Your Marketing Commitment), and those Additional Terms also are part of this Agreement. Please ensure You read and agree to all of the terms applicable to the Services You utilize. If You do not agree to all of the terms and conditions in this Agreement and in the Additional Terms, You may not use the Services. In the event there is a conflict between any provisions in this Agreement and the provisions contained in any Additional Terms, the provisions of the Additional Terms shall control, but only to the extent applicable to that Service.

**Your electronic acceptance of this Agreement during the registration process signifies that You have read, understand, acknowledge and agree to be bound by this Agreement and the Additional Terms.**

1. **The Virtual Change® Solution.** Following Your acceptance of the terms of this Agreement, the Virtual Change® Solution will be provided to You as the initial Service You receive from Us. The “Virtual Change® Solution” is Our proprietary system for automatically rounding a purchase made by a person having an account with Us (a “Donor”) to the nearest dollar or other level selected by the Donor (such as, by example, an additional percentage applied on the purchase or to an increased dollar amount) on the Donor’s debit cards, credit cards, prepaid cards, or other form of payment supported by Us (including, but not limited to, other electronic means connected or used to access such cards) and charging the Donor the difference between the value of the purchase transaction and the increased amount (the “Virtual Change® Amount”), with the aggregate of the monthly Virtual Change® Amounts directed to specific Charities (which may be You) on a monthly basis as selected by the Donor. Additionally, a Donor may choose to make a one-time donation (“One-Time Donation”) to a Charity (which may be You). We refer to Virtual Change® Amounts and One-Time Donations collectively as “Donations.” For additional details and terms relating to the Virtual Change® Solution, please refer to the Virtual Change® Service Terms.
2. **Accounts.** 
   1. *User Accounts.* In order to access or utilize the Services, We will enable You to establish and maintain an online account with Us (“Your Account”), which will enable You to access and manage information relating to You. You will be required to create and maintain at least one unique username and password for Your Account, and You may be permitted to create additional users associated with Your Account. You are solely responsible for maintaining the confidentiality of information relating to Your Account and for all activities that occur through Your Account. You agree that We may retain information relating to You and the Services, including, without limitation, after termination of Your Account and/or this Agreement.
   2. *Accurate Information.* You agree to provide accurate, current and complete information concerning Your

Account and use reasonable efforts to maintain the information to keep it accurate, current, and complete.

If You provide information that is intentionally inaccurate, not current or incomplete in a material way, or We have reasonable grounds to believe that such information is untrue, inaccurate, incomplete or not current in a material way, We have the right to suspend or terminate Your use of the Services.

1. **Content.**
   1. *Content in General.* Data, including, but not limited to, text, graphics, pictures, audio, video, links, addresses, data, functionality, and other materials (collectively, “Content”) that You obtain through any of Our Services is the responsibility of those who post the Content and not Our responsibility (unless it is Our Content). We do not control all Content available through the Services, nor do We have any obligation to review, refuse, or remove any Content available through the Services.
   2. *Your Marks.* Your Content also includes Your Marks. We define “Marks” to mean domain names, trademarks (registered or unregistered), trade names (registered or unregistered), brands, business names, designs, graphics, logos and other commercial symbols or indicia of origin, and any goodwill associated therewith. We will use Your Marks in the form You provide them to Us and in accordance with any reasonable guidelines for usage that You provide to Us. We agree that any use by Us of Your Marks will inure to Your benefit, including, but not limited to, the goodwill associated therewith.
   3. *Your Content.* You are entirely responsible for Your Content and We are not responsible for any of Your Content. You agree that We reserve the right (but have no obligation) to review, approve, remove, erase and/or disregard any of Your Content in Our sole discretion. You grant Us a non-exclusive, royalty-free, fully paid, world-wide, freely transferrable, sublicensable license to use, copy, modify, publically display and perform, and distribute any of Your Content. We reserve the right to remove or modify any of Your Content that We believe is objectionable, offensive, or misappropriates another party’s rights.
2. **Your Rights Relating to the Services.** 
   1. *Rights to Use the Services.* Subject to the terms set forth in this Agreement, We grant to You a limited, nonexclusive, non-transferable license to use the Services that You enroll for. You agree: (i) the Services contain proprietary and confidential information that belongs to Us, Our licensors or suppliers, other customers, and/or other third parties; and (ii) the Services and such proprietary and confidential information are protected by laws, including, but not limited to, laws relating to patents, copyrights, trademarks, trade secrets, other proprietary and intellectual property rights, unfair competition, and privacy rights and laws (collectively, “Proprietary Rights”). You agree to use the Services solely for Your own benefit or otherwise in accordance with the purpose of Your organization set forth in Your governing documents (i.e. articles of incorporation, letters patent, constitution, trust document, act of Parliament, or such other applicable document). We retain all right, title and interest in the Services and Our Content.
   2. *Fees for Services.* You agree to pay all applicable fees and other amounts that are applicable to Your use of the Services, which are set out in the Virtual Change® Service Terms and Our Donation Transfer and Fee Policy.
   3. *No Reverse Engineering of Our Services.* You agree the rights granted to You to use the Services are provided on the condition that You do not (and do not allow any other person or entity to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile, publicly display, retransmit, sell, lease, or transfer the Services, or any part thereof, or likewise attempt to discover any source code, modify the Services in any manner or form, or use unauthorized modified versions of the Services, including (without limitation) for the purpose of building a similar or competitive product or

Services or for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than the interfaces We provide to You. Except for the limited purpose authorized under the individual Services, You are expressly prohibited from sublicensing Your right to use the Services to any other person and prohibited from permitting any such person the ability to use the Services under Your Account.

* 1. *Modifications to the Services.* You understand and agree that We reserve the right to modify, suspend any part or all of the Services at any time and that We will not be liable to You (or to any other person) for doing so, even if such modifications make it more difficult for You or any other person to interact with the Services.

1. **Links and Dealings with Outside Parties.** We have no control over any individuals, organizations, and thirdparties or other resources available to You via the Services. Your interaction with any individuals, organizations, and third-parties or other resources via the Services are solely between You and such entities, We do not endorse any Content, advertising, products, or other materials on or available from such entities. You agree that We will not be liable, directly or indirectly for any loss or damage of any kind or nature arising out of or related to, or incurred in reliance upon, any such interactions, links, resources or content, and We will not become involved in the event of a dispute between You and any other individual, organization, or third-party.
2. **Confidential Information.** 
   1. *Exchange of Confidential Information.* You may provide to Us, and We may provide to You, certain information, some of which may be considered to be “Confidential Information.” Confidential Information will remain the sole and exclusive property of the party disclosing the Confidential Information and may not be disclosed to any third party without the prior written consent of the party disclosing the Confidential Information. We agree to protect Your Confidential Information in the same manner We protect the confidentiality of similar information and data of Our own, and at all times We will exercise no less than a reasonable degree of care. Similarly, You agree to protect Our Confidential Information in the same manner You protect the confidentiality of similar information and data of Your own, and at all times, You will exercise no less than a reasonable degree of care. Information disclosed by You or by Us will not be deemed to be Confidential Information: (i) if it is available to the public; (ii) if it is rightfully received from a third party who is not in breach of any obligation of confidentiality to You or Us, as applicable; (iii) if it is independently developed by You or Us without use of the other party’s Confidential Information; (iv) if it is known to You or Us at the time it is disclosed (other than under a separate confidentiality obligation); or (v) if it is produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of the same. The Services shall at all times be Our Confidential Information, including following any termination of this Agreement. We may use Your information (including Your Confidential Information): (a) to communicate with You; (b) to evaluate Your use of the Services; (c) to improve the Services; and (d) in connection with any other lawful purpose relating to the Services. You agree that We are not responsible for any disclosure of Confidential Information that You make to or on behalf of any other person, including, but not limited to, any person You allow to access Your Account.
   2. *Permitted Disclosures.* You agree that We may, without notice to You, access, preserve, and disclose any information provided by You (including, but not limited to details relating to Your Account, Your Confidential Information and Your Content) if required to do so by law, or if, in Our reasonable judgment, such is reasonably necessary to: (a) comply with Your requests for assistance with the Services; (b) comply with legal process; or (c) address claims from third parties that any of the products, Services, or Your Content (including any portions thereof) violate their rights.
3. **Information and Privacy.** We will maintain information relating to Donations made by Donors in accordance with the terms Our [Privacy Policy](https://changeitcanada.com/home/privacy) (which is incorporated herein by reference). We may, in Our sole discretion, disclose to You the name and other personal information collected from a Donor who makes Donations to You (“Personal Information”) only where and when We have such Donor’s consent. You agree to comply with all instructions provided by Us with respect to any Personal Information. You agree that: (i) You may not transfer, sell, rent, otherwise disclose, retain or use any Personal Information provided by Us to You, except with respect to issuing tax Donation receipts or for other limited purposes permitted by Us in writing; and (ii) You will maintain the confidentiality of all information provided by Us to You in connection with Donations made by Donors to You and will not make any public disclosure at any time of such information except where required by law. Additionally, You must comply with CASL and all applicable Privacy Laws (as defined below) with respect to Your collection, use or disclosure of Personal Information and any other personally identifiable information. Donor, Donation and other information provided by Us to You (collectively, “Data”) is provided "AS IS" and “AS AVAILABLE” with all faults and/or errors. In the event of any conflict between Data provided by Us and Your own records, the Data provided by Us shall control. In this Agreement, We define “CASL” to mean the federal Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (S.C. 2010, c 23), as may be amended or supplement from time to time, and any regulations promulgated thereunder, and We define “Privacy Laws” to mean all applicable federal, provincial, municipal or other laws governing the collection, use, disclosure and retention of Personal Information, including the Personal Information Protection and Electronic Documents Act (Canada), (SC 2000, c 5), as may be amended or supplement from time to time, and any regulations promulgated thereunder.
4. **Access and Security.** It is strongly recommended that You log out and close all windows each time You finish transacting Your business with Us. You are responsible for: (a) certain aspects relating to the security of the Services, including, but not limited to Your access, usernames, passwords and the facilities You utilize; (b) any act or omission by You relating to access to and use of the Services; and (c) implementing security and other policies and procedures necessary to limit access to the Services, including, but not limited to, the maintenance of the confidentiality of all usernames and passwords associated with Your Account. You agree to immediately notify Us of any attempted or actual unauthorized access or use of the Services and/or any other breaches of security. If You suspect or become aware of: (i) any loss of Your password; or (ii) any attempted or actual unauthorized access to Your Accounts, You must immediately notify Us at support@changeit.com. We do not guarantee the security of the Services and, provided We have used commercially reasonable efforts to secure and/or prevent security breaches, We will not be liable to You or any third party in the event of any such breach of Our security or systems.
5. **Suspensions.** We reserve the right to suspend any access to the Services as We may determine in Our reasonable discretion, such as (but not limited to) when You violate the terms of this Agreement (including, but not limited to, the Additional Terms), when there are virus or malware concerns, when there are possible violations of another’s rights, or when We are assisting law enforcement.
6. **Term and Termination the Agreement.** 
   1. *Term.* You may utilize the Services until either You or We terminate this Agreement in accordance with the termination provisions below.
   2. *Termination by You.* You may cancel Your use of all of the Services at any time by providing written notice to Us. Some individual Services may allow You to terminate those Services by following the applicable termination provisions discussed in the Additional Terms for those Services.
   3. *Termination by Us.* We may terminate Your use of the Services upon written notice to You if You breach this Agreement and the breach remains uncured for thirty (30) days following Our notice. We may terminate this Agreement for (by way of non-limiting example): (i) breaches of this Agreement or any Additional Terms; (ii) requests by law enforcement, government agencies or court order; (iii) security, technical issues or problems; (iv) non-payment of any fees owed by You; (v) extended periods of inactivity; or (vi) Your failure to maintain Your registration in good standing with CRA.
   4. *Effects of Termination.* Upon termination, We may remove or delete any Content or other information provided by or associated with You. You will promptly return to us any Confidential Information that You have belonging to Us, and We will promptly return to You any Confidential Information that We have belonging to You. We will have no further obligation to grant You any access to or use of the Services. You agree that We will not be liable to You for any termination of Your right to use the Services.
   5. *Disbursements Following Termination.* As of the date of termination, all pending and future Donations to You will be disbursed as a grant to You through our Charitable Grant Partner at calendar yearend. Our Charitable Grant Partner is a CRA registered charity who will receipt the Donor and forward the net proceeds to You in aggregate in the form of a grant. If You are not eligible to receive the Donations received by Us (such as, by way of non-limiting example, Your loss of Charitable status), We may advise the Donors that You are no longer eligible to receive the Donations made by them to You, and in such event, the Donors may redirect those Donations to another Charity. In such event, We will not be liable to You for any such redirection. You remain responsible to pay all outstanding amounts that You owe to Us. You remain responsible to issue all receipts and other information to Donors for all Donations received in the calendar year of termination.
7. **Your Indemnification of Us.** To the maximum extent permitted by law, You will indemnify, defend, and hold Us harmless from and against all liabilities, damages, and costs (including, but not limited to, reasonable legal fees, expenses and disbursements and all settlement costs) arising out of or related to: (i) any dispute between You and a Donor that has made a Donation to You; (ii) any claim, demand, suit, or proceeding made by any Donors or any third party arising out of or relating to Your use of the Services, provided that Your obligation to indemnify Us will not apply to the extent that the claim is the result of Our gross negligence or willful misconduct; (iii) Your infringement or misappropriation of any Proprietary Rights; (iv) any of Your acts or omissions, including, but not limited to, Your misrepresentation of any information or warranty; (v) any claims arising out of or related to Your Content; and (vi) Your use of the Services in violation of this Agreement. We reserve the right, at Your expense, to assume the defense (if applicable) and control of any matter relating to Us, and You shall provide reasonable assistance with respect to such claims. You will not settle any matter relating to Us or make any admission relating to Us without Our prior written consent.
8. **Representations and Warranties.** 
   1. *Your Representations and Warranties.* You represent and warrant that: (i) You are a Charity; (ii) all of the information You provide to Us is correct; (iii) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You under this Agreement; (iv) You own or otherwise have the rights to provide all of Your Content to Us for use as contemplated under this Agreement; (v) You will not use the Services in a manner not permitted under this Agreement; and (vi) You agree to comply with all laws applicable to You (including, but not limited to, tax laws), and that Your compliance with such laws is Your responsibility and not Our responsibility.
   2. *Disclaimer of Warranties.* YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND DATA IS AT YOUR SOLE RISK. THE SERVICES AND DATA ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND RELATING TO THE SERVICES AND DATA, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY, AND THERE ARE NO CONDITIONS, THAT: (i) THE SERVICES OR DATA WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES OR DATA WILL BE TIMELY, SECURE, ERROR-FREE OR OPERATE IN AN UNINTERRUPTED FASHION; (iii) ANYTHING AVAILABLE THROUGH OR OBTAINED FROM US, THE SERVICES OR DATA WILL BE ACCURATE, RELIABLE, OR USEFUL; AND (iv) ANY ERRORS WILL BE CORRECTED. ONLY THE LIMITATIONS WHICH ARE ALLOWED AND LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU. OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.
9. **Limitation of Liabilities.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE (INCLUDING ALL OF OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND LICENSORS) SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER OR NOT RESULTING FROM: (i) USE OR THE INABILITY TO USE

THE SERVICES OR DATA; (ii) THE COST OF OBTAINING SUBSTITUTE SERVICES OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; (iv) ANY INFORMATION OR MATERIALS YOU OBTAIN THROUGH THE

SERVICES AND/OR DATA; OR (v) ANY OTHER MATTER RELATING TO THIS AGREEMENT, THE SERVICES

AND/OR DATA. OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES AND/OR DATA IS LIMITED TO THE FEES YOU PAID TO US FOR THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

1. **General Terms.** 
   1. *Entire Agreement.* Except for the Additional Terms, this Agreement constitutes the entire agreement between Us and You regarding the Services and supersedes any prior agreements between Us and You with respect to the Services. Nothing contained in this Agreement will be deemed or construed by You or by Us (or any third party) to create the relationship of a partnership or joint venture between You and Us.
   2. *Choice of Law.* You and We agree that this Agreement will be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable in that PRovince, without regard to conflicts of law principles or provisions. You and We agree that any dispute arising out of or relating to this Agreement or Your use of the Services shall take place in the exclusive jurisdiction and venue in the courts in the City of Kitchener, Ontario You and We mutually agree that neither of us shall raise (and hereby waive) any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.
   3. *No Waiver.* Our failure or Your failure to exercise or enforce any right or provision of this Agreement or the Additional Terms shall not constitute a waiver of such right or provision. If any provision of this Agreement or the Additional Terms is found by a court of competent jurisdiction to be invalid, then we each agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and that the other provisions of this Agreement and the Additional Terms remain in full force and effect.
   4. *Force Majeure.* Performance by You or Us of any obligation hereunder shall be excused if and for so long as such breach or failure to perform is caused by a force majeure event, and prompt notice thereof has been given to the other party. If You or We fail to perform any duty or obligation hereunder as a result of a force majeure event, such party shall be required to fulfill its obligations hereunder within a reasonable time after the force majeure event ceases to exist.
   5. *Assignment.* You agree that Your rights under this Agreement are personal to You, and that You do not have the right to assign, transfer or convey (by operation of law or otherwise) this Agreement or any right or interest under this Agreement herein in whole or in part without Our prior written consent. Any attempt to do so shall be null, void and of no effect. You agree that We may assign Our rights and obligations under this Agreement to another person, including, but not limited to, any affiliate of Us. You will remain bound by all of the terms and conditions of this Agreement following any such assignment by Us.
   6. *Our Right to Amend the Agreement.* You are encouraged to periodically review the most recent version this Agreement which may be accessed from Your Account, and/or other access method We may provide from time to time. We have the right to update this Agreement at any time upon 30 day written notice to You. You agree that if You use the Services following the 30 day notice period, You will automatically be bound by all of the terms in the updated Agreement as if those terms were in the original Agreement accepted by You.
   7. *Notices.* All notices from You to Us relating to this Agreement must be sent by email to support@changeit.com. We will provide notices to You relating to this Agreement using the email address You provide to Us for management of Your Account. Any notices You or We provide will be deemed to have been received on the date on which it was emailed.
   8. *Survival.* In the event of any termination or expiration of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including, but not limited to, Sections 3, 4.a, 4.b, 5, 6, 10, 11, 12.b, 13, and 14.
   9. General. The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. *Les parties aux présentes ont expressément exigé que cette convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

# VIRTUAL CHANGE® SERVICE TERMS

**Last Updated**: This Agreement was last revised on Aug 20, 2014.

The Virtual Change® Solution can be added to a Donor’s existing credit cards, debit cards, prepaid cards, or other form of payment supported by Us (including, but not limited to, other electronic means connected or used to access such cards), which allows for Virtual Change® Amounts to be calculated on each card transaction and to have this Virtual Change® Amount automatically donated each month to the Charities that the Donor chooses. If You are a Charity selected by a Donor, You will receive 100% of the Donation designated by the Donor to You. You then receipt 100% of the Donation(s) to the Donor in the same way You receipt any other donations (We suggest receipting Donors on an annual basis). There are NO out-of pocket registration fees, set-up costs or annual renewal fees. You only transfer a nominal administration fee back to Us for any Donations You receive from Us.

Below are the Additional Terms relating to the Virtual Change® Solution which is described in part in the Charity Registration & Service Agreement (the “Agreement”). Unless otherwise defined in these Charity Virtual Change® Service Terms, all terms will have the meanings given to them in the Agreement..

1. **Our Services to You Associated with the Virtual Change® Solution.** As part of the Virtual Change® Solution, Wewill: (a) provide a platform to allow Donors to designate one or more Charities to receive Donations as directed by the Donors (which may include Donations directed to You); (b) transfer Donations We receive on Your behalf to the bank account You specify in the PAD Agreement (as defined below) using electronic fund transfer; (c) include and make available some of Your Content which will be used to provide information about Your organization to the public and Donors; and (d) provide You online information relating to Your Account, including, but not limited to, reports and marketing information.
2. **Your Obligations to Us Associated with the Virtual Change® Solution.** As part of the Virtual Change® Solution, Youwill: (a) issue tax Donation receipts, in a manner consistent with Your receipting policies and practices, to all Donors in connection with all Donations made to You on or before December 31st of the calendar year in which Donations are made; (b) pay all fees for Your use of the Services and any other amount due to Us as described in the Donation Transfer and Fee Policy; and (c) use the marketing assests provided in Your Account to promote the Virtual Change® Solution as outlined in the Marketing Commitment.
3. **Transferring Donations to You.** 
   1. *The PAD Agreement.* In order for Us to transfer Donations to You, You will need to authorize Us to debit and credit an account You specify by using an electronic funds transfer system. You can provide Your authorization by completing the pre-authorized debit agreement with Us (the “PAD Agreement”), and We will treat the information You provide under the PAD Agreement as Your Confidential Information.
   2. *Keeping Information Up-to-Date.* You must ensure the information You provide under the PAD Agreement is current, accurate and complete. If You need to make changes to the PAD Agreement, please complete and submit a new PAD Agreement.
   3. *Transfer of Donations to You.* We will automatically transfer Donations to You using the information You have provided in the PAD Agreement. These transfers will occur in accordance with the Donation Transfer and Fee Policy.
4. **Our Fees.** Our fees for the Services are described on the Donation Transfer and Fee Policy.

# DONATION TRANSFER AND FEE POLICY

**Last Updated**: This Agreement was last revised on Aug 20, 2014.

Below are Additional Terms relating to the Donation Transfer and Fee Policy which is part of the Virtual Change® Service Terms and also part of the Charity Registration & Service Agreement (the “Agreement”). We may utilize some of the defined terms from those agreements in these Additional Terms below. Unless otherwise defined in this Donation Transfer and Fee Policy, all terms will have the meanings given to them in the Agreement.

We may change the terms and conditions of this Donation Transfer and Fee Policy at any time by publishing a new version or by providing notice to You, and the changes will become effective in 30 days. Your continued use of the Services after the 30 day notice period will mean that You accept and agree to the changes.

1. **Donation Disbursements.**
   1. Disbursements of Donations will be made to the bank account specified by You in Your pre-authorized debit agreement with Us (the “PAD Agreement”).
   2. You will receive notice from Us on or about the 4th calendar day of the each month (or the next Business Day if the 4th calendar day occurs on a Saturday, Sunday, or a statutory holiday in Ontario) identifying the applicable disbursement which will be made to You on the following day (or the next Business Day if the 5th calendar day occurs on a Saturday, Sunday, or holiday) to be made on the 5th day of the next month. Our “Business Days” are Monday through Friday, except statutory holidays observed by financial institutions in Canada. We charge fees which are calculated on the amounts that will be deposited from Us to You.
   3. We disburse Donations in arrears on the 5th calendar day of each month (or the next Business Day if the 5th calendar day occurs on a Saturday, Sunday, or holiday). The amounts disbursed to You will contain Donations that have been received and cleared by Us in the previous month (for example, the disbursement to You occurring on May 5th would include all cleared Donations intended for You made on Donor purchases during the month of March).
   4. Through Your Account, You will be able to access records containing a detailed breakdown of the names of the Donors who have made Donations to You (except in the case of anonymous Donations), the amount of each Donation applicable to that monthly disbursement, any special instructions (for example, requests from Donors to not be contacted by You, anonymous Donation, etc.), and any information We have to facilitate Your receipting (We suggest You do any receipting at the end of the year and not for each month).
   5. If the total of disbursements of Donations for You in an individual month is less than $25, We will not provide a disbursement. Instead, We will carry the amount owed to You until the balance reaches or exceeds $25 (upon which time We will disburse such amounts to You following the end of that current month). However, We will disburse all Donations applicable to You at the calendar year end, regardless of the amount (see special provisions below relating to the Year End).
2. **Our Fees.** 
   1. *Virtual Change® Fees.* We charge a fee equal to 6.9% of the amount of each Virtual Change® Amounts made by a Donor to You. This fee is exclusive of all applicable taxes.
   2. *One-Time Donation Fees.* We charge a fee equal to 4.9% of the amount of each One-Time Donation made by Donors to You. This fee is exclusive of all applicable taxes.
   3. *Taxes*. Our fees are exclusive of all applicable taxes. We will charge those taxes or other government fees and charges, if any, which are assessed based on Your use of the Services and the billing address you provide to Us (collectively, “Taxes”).
   4. You will receive notice from Us on or about the 4th calendar day of the each month (or the next Business Day if the 4th calendar day occurs on a Saturday, Sunday, or holiday) identifying the applicable Virtual Change® fees and One-Time Donation fees and Taxes (collectively, “Charges”) for that month. Charges will

be debited from the bank account specified by You in the PAD Agreement on the 6th day that month (or the next Business Day if the 6th calendar day occurs on a Saturday, Sunday, or holiday).

1. **Year End Processing and Procedures.** 
   1. *Donation Disbursements at Year End.* We will make a disbursement to You for all cleared Donations intended for You made on Donor purchases during the month of November on December 27th (or the next Business Day if December 27th occurs on a Saturday, Sunday, or a statutory holiday in Ontario). Therefore, there will be no scheduled disbursements for the month of January. Regular disbursements will resume on February 5th (or the next Business Day if the 6th calendar day occurs on a Saturday, Sunday, or holiday) for donor purchases during the month of December of the previous year.

# Illustration of Donation Transfers

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Normal Month** | **Year End** | **New Year** |
| Donor Purchase Month (transaction month) | Month of March | Month of November | Month of December |
| Donations Received by Us | April 6th | Dec 6th | Jan 6th |
| Donations Transferred to You | May 5th | Dec 27th | Feb 5th |
| Payment of Fees to Us | May 6th | Dec 28th | Feb 6th |

*b. Payment of Charges at Year End.* You will receive notice from Us on December 27th (or the next Business

Day if the 27th occurs on a Saturday, Sunday, or holiday) identifying the applicable Charges for November. The Charges will be debited from the bank account specified by You in the PAD Agreement on the 28th day that month (or the next Business Day if the 28th calendar day occurs on a Saturday, Sunday, or holiday). Regular notice and payments of Charges will resume in February for donor purchases during the month of December of the previous year.

**4. Non-EFT Disbursements.** You will be assessed an additional $8 charge: (i) on all Donations directed to You if Your PAD Agreement information has changed and has not been updated before the year end disbursement is processed; and (ii) to be levied on the next electronic fund transfer disbursement upon successfully updating Your PAD Agreement information. Failure to accurately complete the PAD Agreement before the next year end disbursement may result in the termination of the Agreement by Us.

# MARKETING COMMITMENT

**Last Updated**: This Agreement was last revised on Aug 20, 2014.

Below are Additional Terms relating to the Marketing Commitment which is part of the Charity Registration & Service Agreement (the “Agreement”). Unless otherwise defined in this Marketing Commitment document, all terms will have the meanings given to them in the Agreement.

We may change the terms and conditions of this Marketing Commitment at any time by publishing a new version or by providing notice to You, and the changes will become effective in 30 days. Your continued use of the Services after the 30 day notice period will mean that You accept and agree to the changes.

**Your Account**

You have unlimited access to various supportive marketing and promotional assets via Your Account. These assets are designed to assist You in all marketing and promotions of the Virtual Change® Solution, including, but not limited to, logos and images, website buttons (including custom embed website code), print material, and various templates.

1. **Your Marketing Options.**

You must use reasonable efforts to complete, on an annual basis, a minimum of 3 from the following list:

i. Complete Your Charity profile, the portion of Your Account that is visible to the public

(including logo, mission, description, website, social platforms, etc.) ii. Donor direct email or direct mail (templates and mail inserts provided)

* + 1. Newsletters, magazines or electronic magazines
    2. Social sharing (via Facebook, Twitter, LinkedIn, Google+, YouTube, blog, etc.)
    3. Printed promotional material (including handout, bi-fold, posters, etc.)
    4. Website information, images, overview, etc.
    5. Website “donate” buttons
    6. Industry event promotions
    7. Press/media release
    8. Radio/Public service announcements

1. **Your Use of Our Marks.** 
   1. *License to Our Marks.* We grant to You, solely for the limited purposes of advertising, marketing and promoting the Services, a limited, revocable, non-transferable, non-exclusive, royalty-free license to copy and display Our Marks for Your use on or in connection with Your website and marketing materials. You may only use those Marks that We provide to You, and You may only use them in the form provided and in accordance with Our Mark Usage Guidelines as We may make available from time-to-time. You agree that any use of Our Marks by You will inure to Our benefit, including, but not limited to, the goodwill associated therewith.
   2. *End of the License to Our Marks.* Your license to use Our Marks will immediately and automatically terminate if You breach Your obligations under the Agreement or if the Agreement is terminated. In such event, You must discontinue use of Our Marks and promptly remove Our Marks from Your website and any other materials or information containing Our Marks.