

PAG CREDIT SCORES IMPROVEMENT SYSTEM MEMBERSHIP AGREEN

GENERAL TERMS AND CONDITIONS

This Membership Agreement made on the

Date:

Monday January 15th 2018

Between the Membership Applicant

Name: testcs3 local testcs3 Email: cs3@furnituromni.com Tel (Home): 6366363333

Address: 709 - SUITE Cum aspernatur voluptatem debitis quia corrupti iste aut ea ame

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Province: NL

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And the Membership provider offering services and assistance with credit related matters

Credit Scores (Provider) 9625 Macleod Trail SW Calgary, Alberta T2J 0P6 1-866-530-3646 (403) 301-5380 (fax)

MEMBERSHIP AGREEMENT

The following Membership Agreement ("Agreement") is made between Credit Canada Improvement System ("Provider"), the provider and owner of the credit membership program ("Program") and the registered member of this membership program ("Member"). Detailed information as it relates to the Program can be found on the program website located at www.creditscores.ca ("Program Website"). The Agreement includes a conditional sale of a mattress where Provider retains ownership and title to the mattress, ownership only passing to the Member at the end of the term of the Agreement. UPON REGISTRATION, YOU EXPLICITLY AGREE TO ALL OF THESE TERMS AND CONDITIONS AS OUTLINED THROUGHOUT THE COURSE OF THIS AGREEMENT. WE STRONGLY ADVISE THAT YOU READ THIS AGREEMENT CAREFULLY AND, IF YOU HAVE ANY QUESTIONS, CALL OUR TOLL-FREE CUSTOMER SERVICE NUMBER DURING NORMAL BUSINESS HOURS. You are also encouraged to contact us by email at info@creditscores.ca

1.0 MEMBERSHIP BENEFITS

Members of the Program are entitled to certain membership benefits ("Membership" or "Benefits") on certain products and services offered by suppliers or vendors participating in the Program. Information as it relates to Benefits provided by specific vendors or suppliers to the Program is contained in the membership materials on the Program Website. Some Benefits may not be available in all Members' areas. Please see the Membership Program materials and Program Website for details and limitations. The Provider reserves the right to suspend or end the Program or certain aspects thereof, without prior notice, at its sole discretion. The Provider also reserves the right to suspend or end certain aspects of the Program in certain geographic areas, without prior notice, at its sole discretion.

2.0 USE OF MEMBERSHIP

Membership is non-transferable. Member agrees that only Member may use the membership. Program benefits are not for resale. Member will promptly notify the Provider if (a) Member becomes aware of any unauthorized use of Membership in the Program (where applicable); (b) Member's Membership number or Membership card (where applicable) is lost or stolen. If Member was offered the opportunity to claim a gift ("Gift") or other Benefits in connection with Member's registration in the Program, Member is limited to one Gift per Program and, depending upon the offer, Member agrees in advance that Member is required to still be an active Member of the Program at the time Member's Gift or Benefit is processed.

3.0 MEMBERSHIP TERM

This Agreement is made as of the date Member agrees to register in the Membership Program ("Registration") and is entered into at the address Member supplies upon Registration into the Program. Membership is effective for a period of twentyfour (24) months following the Registration date.

4.0 PAYMENT OF MEMBERSHIP FEES

The Membership Fees ("Membership Fees") are 2207.20 and include GST and shipping and delivery fees. The Membership Fees will be paid for and financed by Member's financing, or paid and financed on Member's behalf by a third party lender ("Third Party Lender") subject to the Third Party Lender's terms and conditions. You expressly consent to having Provider share the information you have provided to one of our Third Party Lenders. To qualify for financing, Member must meet all the underwriting requirements set by the Third Party Lender. The Third Party Lender, in their sole discretion, will adjudicate and determine if they will extend credit to Member. The Third Party Lender makes no representations or warranties that the loan will fix or repair Member's credit or that Member's loan information will be posted to your credit profile. The credit reporting agencies alone make the decision as to what information is posted to your credit profile. Membership may be suspended or terminated by Provider in their sole discretion in the event that Member defaults on their financing obligations with the Third Party Lender.

5.0 CONTINUATION OR RENEWAL OF MEMBERSHIP FEES IN THE PROGRAM

This Membership Agreement does not renew at the end of the term, and no further fees will be paid then.

6.0 TERMINATION OF MEMBERSHIP

PROVIDER WILL CANCEL ANY MEMBERSHIP AS LONG AS A REQUEST IS MADE IN WRITING THROUGH THE CANCELLATION REQUEST FORM IN THE ACCOUNT PAGE WITHIN TEN (10) DAYS OF THE REGISTRATION DATE.

MEMBER MAY CONTACT PROVIDER AT PROVIDER'S TOLL-FREE NUMBER FOR FURTHER CLARIFICATION REGARDING CANCELLATION PROCEDURES. UNDER NO CIRCUMSTANCES WILL THERE BE ANY REFUNDS OF ANY MEMBERSHIP FEES PAID.

Should the Member wish to cancel their Membership within the ten (10) day period after the Registration date, Member must follow the instructions with a cancellation request. Before Membership may be terminated, Member must speak with a Credit Specialist to confirm cancellation at 1-866-530-3646. There will be no refunds made to the Member of prior Membership payments with no exceptions.

7.0 ENTIRE AGREEMENT

This Agreement contains all of the terms of Membership, and no representations, inducements, promises or agreements concerning any Membership or Benefit not included in this Agreement shall be effective or enforceable. This Agreement is subject to all applicable laws. If any of the terms of this Agreement shall become invalid or unenforceable for any reason including applicable laws, the remaining terms of the Agreement shall remain in full force and effect. This Agreement may be executable by e-Digital Signature or by counterpart fax pages.

8.0 CHANGES TO TERMS AND CONDITIONS

Provider may, at any time during the course of this Agreement and at Provider's sole discretion, modify this Agreement, including without limitation the Privacy Statement and Website Terms of Use, with or without notice to Member. Such modifications will be effective upon posting on the Program Website and Provider may also include these in Member's Control Panel. Member agrees to review this Agreement periodically on the Program Website.

9.0 GOVERNING LAW AND COURTS

The Agreement and all the terms and conditions of Membership shall be governed and construed in accordance with the Laws of the Province of Alberta, and subject only to the exclusive jurisdiction of the Courts of the City of Calgary in the Province of Alberta, and no other courts. Before seeking recourse to the Courts of the City of Calgary, Member agrees to use reasonable efforts to resolve any claim or dispute with the Provider.

10.0 LIMITATION OF LIABILITY

Member agrees that Provider, its agents, directors, officers, employees and other representatives and any or all of Provider's subsidiaries, successors and affiliates are not responsible or liable for the Third Party Lender or for any Benefits provided by participating vendors. If Member has any claims relating to such Benefits or for the Third Party Lender, Member will make their claim directly against the vendor or the Third Party Lender. PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF MATTRESS, PRODUCTS, SERVICE, BENEFITS OR RELATED INFORMATION PROVIDED TO MEMBER. UNDER NO CIRCUMSTANCES SHALL PROVIDER'S LIABILITY EXCEED MEMBER'S CURRENT MEMBERSHIP FEES, AND UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR MEMBER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL PROVIDER OR ANY OF ITS AFFILIATES, SUBSIDIARIES, AND SUCCESSORS AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, PROGRAM WEBSITE, ANY MATERIALS, INFORMATION, QUALIFICATION AND RECOMMENDATIONS APPEARING ON THE PROGRAM SITE, ANY MATTRESS, PRODUCTS, OR SERVICES OFFERED THROUGH, CONTAINED IN OR ADVERTISED ON THE PROGRAM WEBSITE, ANY LINK PROVIDED ON THE PROGRAM WEBSITE, WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

11.0 AVAILABILITY RESTRICTIONS

Program is only available to residents of Canada and will only apply to any mattress, products or services provided to Member

12.0 CONSENT TO ELECTRONIC COMMUNICATIONS

- 1. Member consents to receive communications from Provider about Membership electronically, either by email or by notices posted in the Control Panel of the application as determined by Provider at its sole discretion
- 2. By signing below, Member consents to monitoring and recording of any phone call conversation or communication of any kind between Provider representatives and the Member for quality assurance, security or other business purposes.

13.0 SECURITY AND CONFIDENTIALITY

Internet use and communication is subject to interception, loss, and alteration. Member hereby agrees and acknowledges that Provider and its subsidiaries, successors, agents and affiliates shall not be responsible for any damages that Member may suffer as a result of the transmission of confidential or sensitive information over the Internet, and that any such communications will be at Member's own risk.

14.0 INTELLECTUAL PROPERTY

The Program Website contains many of the valuable trademarks, service marks, names, titles, logos, images, designs, software code, copyrights and other proprietary materials owned, registered and used by Provider and its business partners, suppliers or affiliated companies. Any unauthorized use of this intellectual property is strictly prohibited and all rights in same are reserved by Provider or respective owners of said intellectual property. All information including content, graphics, text, design and all related software code, assembly and arrangements are protected by copyright. Except as otherwise indicated, the content may not be used for any purpose, including but limited to any copies, distributed, displayed or utilized, without the express written consent in advance by Provider. Further information is provided in the Privacy Statement and Website Terms of Use.

15.0 PRIVACY STATEMENT AND CASL POLICY

By checking the Privacy Statement and CASL (Canadian Anti-Spam Legislation) Policy Box on our website or submitting an application to us, you authorized and agreed for us to communicate with you via email, social media, text message, telephone, and fax or any other form of electronic and internet based method via computers, smart phones, mobile or hand held devices, or telephones. You agree that this Privacy Statement and CASL Policy as amended by us from time to time, is incorporated within and an e term and condition of the Agreement. You are welcome to unsubscribe anytime from emails and other communications from us by either clicking the unsubscribe button on any of our emails; by directly contacting us by phone, mail or email; or by any other means specified on our website or in the Agreement.

16.0 CONTACTING US

Questions or comments should be directed to the Provider at: Canada Credit, 9625 Macleod Trail SW Calgary, Alberta, Canada T2J 0P6. You may also contact us at the toll-free number listed on our websites

17.0 THE SERVICES AND DISCLOSURE

18.0 GUARANTEES, REPRESENTATIONS AND WARRANTIES

The Member agrees that the Provider has not made any guarantees or made representations or warranties regarding merchantability of fitness for a particular purpose, or for success rates or financial benefits in any way. The terms of this Agreement are to be relied on as the basis of our offerings and will take precedent to any other oral or written agreements made directly or indirectly prior to, during or after the Term of the Agreement. Any further or alternative agreements, addendum, or amendments that differ from these terms contained in this document must be made in writing by the Provider and mutually consented to by you in order to be recognized by us.

Date: Monday January 15th 2018	Customer Signature:	Canada Credit Signature:
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