

These are bucksGO's terms and conditions which comprise a legal agreement between you (the client) and bucksGO. By using any of bucksGO's facilities you agree to be bound by all these terms and conditions which may be modified from time to time. Read these terms carefully and if you do not agree to these terms and conditions do not make use of the services offered by bucksGO.

1 DEFINITIONS

- 1.1 "**Acquirer**" means a merchant-acquiring bank which accepts and processes customer transactions via the respective customer's Issuer.
- 1.2 "**Company**" shall mean bucksGO Limited and/or any affiliates thereof;
- 1.3 "**Client**" refers to a customer and/or merchant, as the context may indicate, who enters into this Agreement with the company;
- 1.4 "**Concession**" shall refer to any payment or credit granted by the company to a client with respect to any transaction that was not processed in accordance with the strict provisions of this agreement;
- 1.5 "**Customer**", shall mean a client as it applies in the context of being a consumer or a payer.
- 1.6 "**Goods**" refers to any products or services provided by merchants and purchased by consumers.
- 1.7 "**Instructions**" shall refer to instructions or communications initiated by the merchant to the company by means of the internet, telephone, e-mail, or per fax;
- 1.8 "**Issuer**" means a card-issuing bank or any other organization which provides a customer with a card, or any such other means of identifying a respective customer's account, and settles this customer's purchases or transactions with an Acquirer.
- 1.9 "**Electronic Facilities**" refers to software programs or web pages accessed by clients in dealing with the company;
- 1.10 "**Merchant**", shall mean a client as it applies in the context of being a seller of goods or a payee.
- 1.11 "**Payee**" refers to a valid payee and refers to persons who are duly authorized to accept funds for services or goods duly requested by Payers as agreed upon between the Payer and Payee.
- 1.12 "**Payer**" means a valid payer and refers to persons who are duly authorized and/or are the owners of a valid credit card, debit card, bank account or other similar payment facility.
- 1.13 "**Payment Mechanism**" includes, amongst others, electronic payments, check payments, credit card processing, bank debits/credits and other modes and mechanisms of payment and delivery.
- 1.14 "**Rolling Reserve**" refers to any such amount, as determined by the Company, which may be credited to the client but which must remain in the possession of the company to cover any potential reversals of payments by a payer and/or uncollectible amounts.
- 1.15 "**SP**" or "**Service Providers**" refers to any facility provider and/or their direct agents including, but not limited to, Issuers, Acquirers, Telephony Networks, Electricity Suppliers, Postal Services, Banks and/or any other relevant providers of services which may include the Company itself.
- 1.16 "**Transaction**" means the execution of a payment instruction such as performed by a credit/debit card, bank debit/credit instructions or other means utilized in payment mechanisms.
- 1.17 "**Transaction Fee**" means a transaction discount rate and/or service fee charged by the Company from a client.
- 1.18 "**Uncollectible amounts or payments**" refers to any of the following: Any payments involving the alleged forgery of a transaction of whatsoever nature; Non-Delivery or delivery of goods which were defective, deficient, incomplete and/or unsatisfactory as agreed upon between a merchant and a customer; Any transaction which was not approved by the Company and a SP; Any transaction other than one performed by a valid payer and/or payee; Any transaction for an amount in excess of an agreed or published price; Any transaction arising out of any alleged hacking or breach of security.
- 1.19 Any reference to Client, Merchant, Customer or Consumer shall be deemed to include: Natural and legal persons including sole proprietors, partnerships, companies, Trusts and their respective trustees or administrators, who have entered into this agreement with the company.
- 1.20 The clause headings in this agreement have been inserted for convenience only and will not be taken into consideration in its interpretation; "Day" shall refer to a calendar day irrespective of whether such a day is or is not a business day; Any reference to natural persons includes legal persons and vice versa, references to singular shall include the plural and vice versa, references to any gender include references to the other gender and vice versa, except to the extent that the context otherwise requires, or is otherwise expressly stipulated.

2 RECORDAL

- 2.1 Whereas the company is in the business of providing information technology services including (but not limited to) Internet-based electronic commerce and electronic software services; and
- 2.2 Whereas the company has signed up and continues to expand the number of its service providers and receives instructions from such which must be abided to and kept by its clients; and
- 2.3 Whereas the client wishes to make use of the company's facilities, the client and company have entered into this agreement.
- 2.4 It is recorded that the company, its SPs, and its Clients are independent, and neither one of them indemnifies the other for any obligations or claims of whatever nature unless stipulated herein.
- 2.5 Any rights not expressly granted to the client are reserved by the company.

3 PROCESSING TRANSACTIONS

- 3.1 The company and/or a SP reserves the right to impose limits on sales of products in its sole discretion and to refuse to process transactions for specific clients for any reason and without explanation.
- 3.2 It is the responsibility of the Client to supply the company with the correct information when processing a transaction.
- 3.3 Access to and use of services and products of the company is at the client's own risk and the company makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of the services.
- 3.4 Any payments received by a Client from a payer, with a previous record of a non-collectible transactions, shall be deemed to be payable first and foremost to the company in lieu of settlement of any such previous transactions, irrespective of the chronology of purchases and/or client payment terms and/or other arrangement between the Client and the payer.
- 3.5 Payment due to clients will be equal to the sum of all payments by payers for goods which have been delivered within agreed time periods LESS:
 - 3.5.1 the sum of all payer charges denied, refused, charged back by a customer or a SP.
 - 3.5.2 all inquiries, disputes, and refunds processed;
 - 3.5.3 any taxes, penalties, charges or other items reimbursable under any of the provisions of this Agreement or otherwise required by law;
 - 3.5.4 any bank fees, transaction fees or service penalty fees;
 - 3.5.5 rejected Payments;
 - 3.5.6 Uncollectible amounts.
- 3.5.7 There shall be no cause of action where the Merchant has failed or inadequately attended to the delivery of goods, or where the goods are not of the condition as agreed to between the Merchant and the Customer, or where the Customer has repaid (in part or in full) the amount to the Merchant.
- 3.6 The company shall have the right to obtain valid proof of sale of goods related to any transaction between a Merchant and a Customer.

4 CLIENT UNDERTAKINGS

- 4.1 The Client hereby undertakes and warrants:
 - 4.1.1 That it is at least eighteen (18) years of age and that it has the legal capacity and authority to enter into binding agreements and that it shall be bound by all the terms and conditions herein.
 - 4.1.2 Not to modify, copy, distribute, reproduce, license, create derivative works from, transfer, or sell any information obtained from the using the company's services except as expressly provided herein.
 - 4.1.3 Not to impersonate or deceive anyone with respect to its identity.
 - 4.1.4 Not to rent, lease, license, grant a security interest in, or otherwise transfer or sublicense its obligations hereto to any third party.
 - 4.1.5 Not to defame, slander, abuse, threaten or otherwise violate or infringe the legal rights, including the rights of privacy, of any other person.
 - 4.1.6 Not to conduct or promote any pyramid schemes, chain letters, unsolicited e-mails ("spamming") or illegal marketing schemes.
 - 4.1.7 Not to decompile, reverse engineer or otherwise attempt to discover any trade secret contained within the company's services
 - 4.1.8 To act in absolute good faith and to divulge all information in their possession which may influence the processing of a transaction with the company.
 - 4.1.9 To at all times be a valid Payer or valid Payee as the case may be.
 - 4.1.10 Not to deal in any goods which are not permitted by law and/or any products on the prohibited products list which is published periodically by the company.

- 4.1.11 To be solely responsible for compliance with all applicable laws and regulations whether federal, state, local or international; this includes, without limitation, compliance with all applicable licensing, taxes and other regulations.
- 4.1.12 Not to describe itself as an agent or representative of a SP and not to make any representations in that regard.
- 4.1.13 To deliver or produce any documents or information and to do all such things as may be required by any federal, state, local or international law.
- 4.1.14 To desist from presenting any transactions to the company which involve any parties with whom the client has had previous defaults without specifically informing in writing of such information in advance to the company;
- 4.1.15 To act in accordance with the written instructions and standards set by the company from time to time in dealing with the company's products;
- 4.1.16 To act or desist from acting, in any manner or from making any representations, insofar as they are related to the company, which the company may reasonably require it, from time to time.
- 4.1.17 Not to discharge any of its obligations to any third party.
- 4.1.18 In using the company's facilities, to protect and keep confidential all personal access codes and to avoid divulging such to anyone under any circumstances.

5 MERCHANT UNDERTAKINGS

5.1 The Merchant hereby undertakes:

- 5.1.1 To ensure that its clients acknowledge that their business and/or other information may be communicated to the company and/or any credit bureaus for purposes of assessing their credit worthiness and risk profile.
- 5.1.2 To duly fulfill all its customer orders in accordance with the instructions of the Customer.
- 5.1.3 To deliver all products to Customers expeditiously and without delay.
- 5.1.4 To execute any orders with the Customer in accordance with the requirements of applicable law and regulations.
- 5.1.5 To carry out verifications of the Customer to its satisfaction on an independent basis and it acknowledges that the company does not guarantee any of its transactions.
- 5.1.6 In the event of any Customer complaining of any deficiency in service, the Client shall take such measures as may be required to rectify the same. In the event the Client is unable to rectify the same, the Merchant shall compensate the Customer for any loss caused to the Customer.
- 5.1.7 To ensure that all licenses and registrations required by law are in full force and effect so as to enable the Merchant to carry on its business.
- 5.1.8 That the following products and services will not be sold to customers on the site: firearms, explosives, pornographic materials and pornography services of any kind whatsoever, banned drugs or other controlled substances, web site memberships to illegal sites, any items not in compliance with all applicable laws and regulations whether federal, state, local or international. Furthermore, the merchant undertakes to comply with the prohibited product list as published periodically by the company.
- 5.1.9 To ensure the confidentiality of all information submitted by Customers and to take appropriate measures to protect such information.
- 5.1.10 To take all the necessary steps and/or precautions to ensure that the merchandise or services offered on its site or otherwise are not mistaken or misrepresented in any way.
- 5.1.11 To ensure that the appropriate notices and disclaimers are made to its Customers.
- 5.1.12 Not to display any material on its web site in a manner that is contrary to any applicable law or may be detrimental to the interest of the company or a SP.
- 5.1.13 To take all precautions as may be feasible or as may be directed by a SP to ensure that there is no breach of security and that the integrity of the links between the Merchant's site is adequately maintained.
- 5.1.14 Not to, without the prior written consent of a respective SP, disclose the identity of any customer nor the details of any account numbers nor any information whatsoever relating to any transactions other than for the purposes of this Agreement. Provided that any information required to be disclosed is by the order of a court or regulatory authority of competent jurisdiction.
- 5.1.15 Not to, at any time, require its customers to divulge any sensitive details of their accounts with respective issuers or acquirers including passwords or PIN codes.
- 5.1.16 Not to use the services of any SP in any manner or in any activity, which constitutes a violation of any law or regulation or which may cause the SP to be subject to investigation, prosecution or legal action.
- 5.1.17 To act in compliance with all regulations and guidelines set by a respective service provider.
- 5.1.18 To provide a reasonable level of customer support to Customers. Such support shall include: appropriate notice to Customers of a means of contacting the merchant regarding the nature or quality of the goods or services and procedures for resolving disputes.
- 5.1.19 The Merchant shall not process any transactions with the company of any party that is related to the merchant such as a parent, grandparent, spouse, sibling, partner, staff member, subsidiary, holding company or affiliate.
- 5.1.20 To pass transactions to the company only in the ordinary course and nature of the merchant's business.
- 5.1.21 To present to the company only transactions which have a valid bona fide interaction between the Merchant and a client and for which there is a valid action.
- 5.1.22 To disclose to the company whether any prospective customer has been a past client of the Merchant and whether such customer accounts were previously terminated or suspended for default in payments.
- 5.1.23 To ensure that any goods given to a customer have been duly requested by the customer and that the delivery by the Merchant is made properly to a valid customer

6 LEGAL ACTION

- 6.1 The merchant hereby grants to the company the right of subrogation with respect to a customer, and the merchant hereby nominates the company as its agent in instituting any legal action against any customer in the merchant's name for the purposes of recovering any due amounts. The company shall be responsible for the costs of such recovery.
- 6.2 The merchant hereby undertakes to give the company its full co-operation and assistance in any legal action which may be instituted against a respective customer.

7 DAMAGES & INDEMNITY

- 7.1 Without prejudice to any other provisions herein, the company and any SP is hereby exempted from and shall not be liable under any circumstances whatsoever to a client for any loss, without limitation, to any: loss of data; interruptions or stoppages; loss of profit; loss of goodwill; loss of anticipated savings; or other special damages of any kind whether direct, indirect, consequential or otherwise, whether such loss or damage is within the contemplation of the parties or not, howsoever arising in connection with this agreement or usage by the client of any of the company's services or facilities.
- 7.2 The company or a SP shall be exempt from performing any of its obligations insofar as such is due to an impediment beyond its control. Such an impediment may result from, but not be limited to, events such as: war, civil violence, natural disasters, strikes, acts of public or civil authority whether lawful or unlawful.
- 7.3 The Client hereby undertakes and agrees to indemnify the Company, its officers, directors, employees, representatives, affiliates and any SPs, and hold them harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs, damages, losses and/or expenses however arising directly or indirectly as a result of: any breach or non-performance by the Client of any of the Client's undertakings, warranties, covenants, declarations or obligations under this Agreement; or any claim or proceeding brought by another client or any other person against the company or a SP in respect to any services offered by the Client.
- 7.4 The Client represents and warrants that it is legally authorized and has obtained all necessary licenses (intellectual property and otherwise), standard approvals, regulatory approvals and certificates to sell any product it intends to offer.
- 7.5 The Client represents that it conforms to all relevant laws, regulations and/or standards that are established by federal, state, local or international governing or judicial authorities, including consumer protection agencies and credit card governing agencies. Any failure thereof may, without notice to the Client, result in the withholding, suspension or reversal of any funds or transactions processed with the company.

8 DISPUTES

- 8.1 Queries by clients regarding the accuracy of their account with the company must be submitted in writing no later than 30 days after the date of such transaction.
- 8.2 In the event of any dispute between a Merchant and a Customer, whether or not in relation to any deficient or improper delivery of goods then:-
 - 8.2.1 The company and/or the SP shall be deemed not to be responsible for the quality or delivery of any such goods.

8.2.2 The merchant shall (to the best of his ability) attempt to resolve the matter within 10 days after being notified by the customer and/or company. If the merchant and the customer are unable to arrive at a satisfactory resolution of a problem within a period of 10 days from when the issue was raised, a SP or the company shall be entitled to make a direct credit or reverse any transactions to the faulting party as the company or a SP deem fit.

8.2.3 Neither the Company nor any SPs shall be made party to any litigation, arbitration or other proceeding, unless any such proceedings are instituted by the Company or an SP at their sole discretion.

8.3 All risks associated with the delivery of the Products shall be solely that of the Merchant or Customer as the case may be.

8.4 In no event shall the company or a SP be liable to a Client or any other third party for any amounts due from a Customer in connection with any service or undertaking between Clients and/or customers as the case may be; nor would the company or a SP be liable to a client for any applicable taxes and/or Government levies.

8.5 Clients acknowledge that payment made in respect of any transaction, which proves to be uncollectible and in respect of which a SP raises a claim on the payer or on the company, shall be the financial responsibility of the client.

8.6 Merchants undertake and guarantee that the non-payment by customers or the charging back of such uncollectible amount, shall be the personal responsibility and liability of the directors and/or officers of the Merchant.

8.7 Clients shall ensure that customers undertake and guarantee that the resultant non-payment of any transaction and/or the charging back of a previous transaction and/or an uncollectible payment instruction of any nature, shall be the personal responsibility of the customer and the personal liability of its directors and/or officers.

8.8 Any uncollectible amount which is caused by a Merchant and/or Customer, as determined by the company in its sole discretion, shall be paid by such Merchant and/or customer without off-set with interest at the rate of 2.5% per month (or as otherwise permitted by law) accrued from the date of default until the date of full payment.

9 PAYMENTS & FEES

9.1 Clients agree to comply with all the payments and fees as published periodically by the company.

9.2 All amounts due to the company in terms of this agreement shall be paid free of deduction and without set-off for any reason whatsoever to it.

9.3 The Company shall be entitled to offset and deduct any amounts owing to it from any credits due to the Client's account.

9.4 The Company shall determine, at its own discretion, the amount of rolling reserve that is required to remain in the client's account.

9.5 Payees shall at all times be liable to the company for any amounts which are uncollectible or which have been reversed by a respective payer.

10 AMENDMENTS AND NOTICES

10.1 The company may amend or substitute any terms and conditions of this agreement by giving a 10 day notice to the client.

10.2 The address given online during the Application form shall be the Client's chosen address of any notices. The clients agree that correspondence may be sent by eMail or Fax as deemed by the company.

10.3 A notice sent to the client by mail shall be deemed to have been received by the merchant within seven days after sending date, a notice sent by eMail or Fax shall be deemed to have been received by the client immediately.

10.4 Should the company issue a notice which has been issued on behalf of a SP, notwithstanding anything contained herein, and regardless of the contents of any such notice, such notice will become effective and binding upon the merchant immediately.

10.5 No amendments or substitutions shall constitute a variation of any prior obligations of the client to the company, save as to where the old terms and conditions are inconsistent with the new terms.

10.6 The client shall be bound by the amendments and/or substitutions unless the company has been notified otherwise in writing within 7 days after receipt of notice. Should any amendment be of a material nature such that it is unacceptable to the client, following such written notice by the client to the company, the company shall be entitled to withdraw such amendment failing which the client will have the right to cancel this agreement within a 7 day notice without causing any liability to the company whatsoever.

11 CANCELLATION

11.1 This agreement may be terminated in the case of the company by giving the client 7 days written notice or in the case of the merchant by giving the company a 30 days written notice.

11.2 The company reserves the right to suspend its service to a client immediately should the client not fulfill any of his obligations herein or should the company suspect that the merchant is not acting in good faith.

11.3 A cancellation by a merchant shall in no way affect any liability incurred to the company as described herein.

11.4 If the Client commits any act of insolvency, or is sequestrated or placed under judicial management or wound up; or compromises with any of its creditors; or is allegedly in contravention of any regulation or law; then upon the occurrence of any of these events it shall be deemed that the company has cancelled this agreement immediately without notice and without prejudice to any of its rights.

11.5 In the event of termination of this Agreement, the company shall be entitled to withhold any amounts payable to a client with regard to any transactions which the company, at its sole discretion, deems to have a high risk of being uncollectible or reversed by a payer.

11.6 The company may terminate this Agreement without any notice, if the Client fails or neglects to use the facilities and services of the company for a continuous period of 120 days.

11.7 Neither Party shall be obligated to extend or renew this Agreement.

12 GENERAL

12.1 The client agrees that all the terms and conditions herein are all material to this agreement and agrees to comply therewith.

12.2 The obligations herein shall apply jointly and severally to the client as well as to any users of the company's services on the client's behalf.

12.3 The client hereby grants the company the right to investigate or take whatever steps the company considers necessary to verify any matter arising out of this agreement.

12.4 The Client shall bear the onus of proof regarding the correctness of any details or any information pertaining to any transaction supplied to the company.

12.5 The Client hereby grants the company the right to record on audio tape (or any other format) any conversations between the client and the company.

12.6 The Client may not assign any of its obligations hereto without the prior written consent of the company.

12.7 The company may, at its sole discretion, assign all its rights, titles, and benefits under this agreement to any third party.

12.8 This constitutes the entire agreement between the company and the merchant. Any other agreement between the parties must be reduced to writing and signed by both parties.

12.9 Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.

12.10 No representation, warranties, undertakings or promises have been made except as incorporated herein.

12.11 The provisions of this agreement shall, as far as is permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.

12.12 No indulgence on the part of any party in exercising the right conferred upon such party in terms of this agreement, shall constitute a waiver or novation of any such right.

12.13 Each clause of this agreement is severable, the one from the other, and if any clause is found to be defective or unenforceable, then the remaining clauses shall be of full force and effect.

12.14 The client acknowledges that the company is entitled at any time to communicate with any credit bureau regarding their activity or credit-worthiness.

12.15 The Client acknowledges that it had sufficient opportunity for independent legal advice.

12.16 The parties agree that the company, at its sole discretion, determine the jurisdiction governing this agreement and the client agrees to attorn to such jurisdiction. Unless deemed and notified otherwise by the company to the client, this agreement shall be governed by the laws of Canada and the parties attorn to the jurisdiction of the courts of a competent jurisdiction in the Province of Ontario.