

ONLINE TERMS OF SERVICE

Last updated: February 10, 2021

INSTRUCTIONS: PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU AS A USER OF THE PLATFORM.

THESE TERMS OF SERVICE (THE “**AGREEMENT**”) SET OUT THE LEGAL CONTRACT BETWEEN CB AND YOU OR THE ORGANISATION WHICH YOU REPRESENT AS THE LICENSEE HEREUNDER BY WHICH THE SERVICES OF CB MADE AVAILABLE ON CANADIANBITCOINS.COM OR ANY ASSOCIATED WEBSITES, APIs OR MOBILE APPLICATIONS (COLLECTIVELY THE “**PLATFORM**”) WILL BE MADE AVAILABLE TO YOU. BY SIGNING UP TO USE AN ACCOUNT THROUGH THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

BY CLICKING THE “I AGREE” OPTION LOCATED ON OR ADJACENT TO THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU AGREE TO THESE TERMS OF SERVICE BELOW AND CONFIRM YOU ARE 16 YEARS OF AGE OR OLDER. IF YOU ARE ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF AN ORGANISATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AUTHORITY TO BIND THAT ORGANISATION TO THESE TERMS.

IF YOU DO NOT CLICK THE “I AGREE” OPTION, YOU WILL NOT BE ALLOWED TO AND MUST CEASE USE OF THE PLATFORM AND MUST NOT MAKE ANY ONLINE ORDER THROUGH THE PLATFORM.

THIS AGREEMENT MAY NOT BE SUPPLEMENTED, ALTERED OR MODIFIED BY YOU BY THE USE OF ANY OTHER DOCUMENT. ANY ATTEMPT TO MODIFY, SUPPLEMENT OR AMEND THIS AGREEMENT WILL BE NULL AND VOID UNLESS AGREED TO IN WRITING BY CB. CB’S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM YOU SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS HEREIN.

CB MAY AT ANY TIME MODIFY THIS AGREEMENT. CB WILL NOTIFY YOU OF ANY CHANGES TO THIS AGREEMENT EITHER BY EMAILING YOU AND/OR POSTING A NOTICE ON THE PLATFORM. BY CONTINUING TO USE THE PLATFORM AND/OR MAKING ANY ONLINE ORDER AFTER CHANGES TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY SUCH CHANGES. YOU CAN VIEW THE MOST CURRENT VERSION OF THIS AGREEMENT AT ANY TIME BY CLICKING THE “TERMS OF SERVICE” LINK LOCATED AT THE BOTTOM OF THE PLATFORM.

1. DEFINITIONS

In this Agreement

- (a) “Account” means either a Basic Account or Verified Account.

- (b) “Basic Account” means an account which permits the User to place sell orders for cash by mail or cash pickup at the CB Address and buy orders for cash by mail or cash at the CB Address.
- (c) “AML Documentation” means any documentation required to comply with CB’s anti-money laundering obligations, including but not limited to, those set out under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* or as set out by the *Financial Transactions and Reporting Analysis Centre of Canada*.
- (d) “Buy Order” means a request for the purchase of Digital Assets through the Platform.
- (e) “Digital Asset” means any digital cryptocurrency available for trade on the Platform including, but not limited to, Bitcoin, Litecoin, Ethereum, Ethereum Classic and Dash, any of which may no longer be offered or available for trade on the Platform at any time without notice.
- (f) “CB”, “We”, and “Us” are references to 8159181 Canada Inc., a company incorporated under the laws of Canada, with registered address at the CB Address.
- (g) “CB Address” means 21 Concourse Gate, Unit 13, Ottawa, Ontario, K2E 7S4.
- (h) “Online Order” means either a Buy Order, Sell Order, Preload or Preload Withdrawal.
- (i) “Platform” has the meaning set out in the preamble.
- (j) “Preload” means a request to preload funds into a User’s account.
- (k) “Preload Withdrawal” means a request to withdraw preloaded funds from a User’s account.
- (l) “Sell Order” means a request for the sale of Digital Assets through the Platform.
- (m) “User” and “you” means a user of the Platform who makes an Online Order via the Platform.
- (n) “Verified Account” means an account which grants the User the same rights as a holder of a Basic Account but also permits the User to buy Digital Assets or Preload through online methods including, but not limited to, Interac Online, Interac Email Transfer, Flexepin, Credit Card and EFT Direct Debit, any of which may no longer be offered on the Platform at any time without notice, and to sell Digital Assets or Preload Withdrawal through online methods including, but not limited to, EFT Direct Deposit and Interac Email Transfer, any of which may no longer be offered on the Platform at any time without notice.

2. **ABOUT US**

- (a) CB is an online currency brokerage for transactions involving Digital Assets. Our Platform allows you to place Online Orders and we execute such Online Orders through the Platform.

3. REGISTRATION

- (a) You will not be able to make an Online Order under any circumstances until you have either a Basic Account or a Verified Account.
- (b) To obtain a Basic Account, you must complete the online registration process by (1) creating an account; (2) verifying your email address; and (3) choosing a password.
- (c) To obtain a Verified Account, you must: (1) complete the online registration process; (2) provide all required personal information to the Platform; (3) verify your phone number; and (4) answer a call from CB, which is typically made during our business hours (from 9AM to 5PM EST) but may also be at any other time mutually agreed or at CB's discretion.
- (d) CB has sole and absolute discretion over whether to grant an Account to any person. If CB is satisfied that you have complied with all applicable registration requirements decided by CB including, but not limited to, those set out in subparagraphs (b) or (c), as applicable, CB will provide you with access to either a Basic Account or Verified Account, through which you can access the Platform. For the avoidance of doubt, CB may refuse to grant an Account to any person without stating a reason.
- (e) We do not permit any broker or any other third party to open or use an Account on behalf of another User.
- (f) You undertake to provide CB as soon as practicable on demand with any and all information that CB may require, or that in CB's sole and absolute discretion CB considers necessary to comply with any request or order of a governmental or regulatory authority or any law.

4. ORDERS AND PAYMENT MECHANISM

- (a) Placing an Online Order
 - (i) CB and the User will from time to time enter Online Orders into the Platform in accordance with the User's electronic instructions issued through the Platform.
 - (ii) CB will then review the Online Order and determine, in its sole and absolute discretion, whether to fulfill the User's Online Order. CB generally reviews and approves orders during normal business hours (Monday to Friday, 9AM to 5PM (EST)). For clarity, CB has the right at any time to refuse to approve an Online Order without any liability.

- (iii)** For Sell Orders, CB will provide the User with a digital wallet address for the User to deposit the Digital Assets. User will have 3 hours from the time the digital wallet address is sent by CB to deposit the Digital Asset for the posted purchase rate on the Platform. If the Digital Asset is not deposited within 3 hours, then CB will monitor the address for a period of 1 week. If payment is received within this week, the Digital Asset will be purchased at the current rate posted on the Platform at that time. If payment arrives after 1 week, User is responsible for notifying CB that payment has been made so that CB may manually credit the payment at the purchase rate posted on the Platform at that time. For clarity, CB is not liable for any delays relating to the User's receipt of the digital wallet address or the depositing of the Digital Assets.
 - (iv)** User is permitted to cancel Buy Orders by contacting CB before the Buy Order has been fulfilled. User will be subject to a return processing fee equal to the GREATER OF \$20 or 4% of the aggregate amount the User deposited with CB for the purchase. Alternatively, payment for a Buy Order may also be switched to payment for a Preload and the funds credited to User's account balance on the Platform, without deduction of the return process fee, so that they may be used at a later date.
 - (v)** User is not permitted to cancel a Sell Order after the Digital Asset has been received at the wallet address provided.
 - (vi)** Other than as set out in subsection (iv) and (v), each Online Order entered into the Platform is irrevocable and binding on the User. CB cannot and will not reverse an Online Order other than as set out herein.
 - (vii)** CB HAS THE RIGHT AT ANY TIME TO REJECT AN ONLINE ORDER WITHOUT BEING REQUIRED TO GIVE ANY REASON WHATSOEVER.
- (b)** Paying for an Online Order
- (i)** For Buy Orders, the following are some of the payment mechanisms we may, but are not required to, accept, and which are subject to change without notice:

 - (1) payment of cash at our CB Address;
 - (2) payment by debit at our CB Address;
 - (3) payment of cash by express mail to our CB Address;
 - (4) payment through one of our payment providers;
 - (5) Flexepin Voucher; or

- (6) for Verified Accounts User's only, payment using preloaded funds from User's Verified Account balance.
- (ii) CB will not approve or process a Buy Order until payment in full has been received by CB.
- (iii) For Sell Orders, the following are some of the payment mechanisms we may, but are not required to, accept, and which are subject to change without notice:
 - (1) payment of cash at our CB Address;
 - (2) payment through cheque or bank draft, either CB address or mail
 - (3) payment of cash by express mail, less any postage fees, to the User's provided address;
 - (4) payment through direct deposit according to directions provided by the User; or
 - (5) Payment through Interac® email transfer.
- (iv) Payment for Preload Withdrawals will be taken from User's Verified Account balance and User's Verified Account balance will be deducted by any amount withdrawn. At no time can a Preload Withdrawal exceed a User's Verified Account balance.
- (v) Payments by User for Preloads and payments by CB for Preload Withdrawals are only permitted using online payment methods. Cash will not be accepted by CB for a Preload nor will CB pay User in cash for a Preload Withdrawal.
- (vi) CB will not approve or process a Sell Order until it has confirmed receipt of the Digital Assets in CB's provided digital wallet. CB is not responsible for any delays in receipt of the Digital Assets.
- (vii) CB generally only makes one payment per business day. If the User has multiple Sell Orders or Preload Withdrawals per day, CB may, at its discretion, make only one payment per day.
- (viii) **For Sell Orders with instructions to pay via cash by express mail, or cash pickup in office, these are fulfilled in the order they are received and based on the available cash. This may cause delays in completing orders.**
- (ix) The User expressly agrees and acknowledges that banks have cut-off times, after which they will not accept same-day payment instructions. It is the sole responsibility of the User to make itself aware of, and where necessary comply with, any applicable cut-off times.

- (x)** USER ACKNOWLEDGES THAT CB EXPLICITLY DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES OF SAME DAY PAYMENT.
- (xi)** All payments made to CB under these Terms of Service are to be made in full without any set-off, counterclaim or deduction whatsoever.
- (xii)** CB shall make payments to the User in full in respect of an applicable Online Order unless (i) it is required by law to deduct sums in respect of taxation, (ii) it is or will be owed amounts which are incurred in respect of transfer charges that may be levied or (iii) the User owes CB amounts in respect of other Online Orders or commissions which have not been settled in accordance with these Terms of Service.
- (xiii)** If we need to conduct an investigation or resolve any pending dispute related to your CB account, we may delay settlement or restrict access to your funds while we do so. Additionally, we may delay settlement or restrict access to your funds if required to do so by law, court order or at the request of law enforcement or regulatory bodies.

(c) Processing an Online Order

- (i)** If CB, in its sole and absolute discretion, decides to approve the User's Online Order, the Platform will then process the Online Order. The pricing at which the Online Order is fulfilled will depend on the method of payment used. Some payment mechanisms may lock the prices for a short period of time to allow the User to complete the payment. Other methods, generally those which take longer to process, will be filled at the current posted prices on the Platform when payment is received.
- (ii)** In calculating how many Digital Assets can be purchased in a Buy Order, CB shall be entitled to reduce such Buy Order by any applicable payment fees, including those applied by third party payment providers, on the purchase amount of the Buy Order prior to calculating how many Digital Assets may be purchased.
- (iii)** In calculating the payment arising from a Sell Order, CB shall be entitled to reduce such Sell Order by any applicable payment fees, including those applied by third party payment providers, prior to calculating how much payment is owed to the User.
- (iv)** CB shall at all times be entitled to operate on the basis that each Online Order is correct and does not contain any errors (including in the case of manifest errors).
- (v)** CB will provide User with an email confirmation when the Online Order is placed, if the order is adjusted (without being required to explain the cause for such adjustment), and when an order is completed. CB or a third party payment processors may send additional emails to User

documenting additional transaction events, including when an Online Order is processed by the third party payment provider.

- (vi) CB records each and every aspect of the Online Order with the User for record keeping purposes. Information recorded include, but is not limited to: User ID, date, IP address, type, payment method, currency, Canadian Dollar amount and amount of Digital Assets.

5. YOUR BANK ACCOUNT

- (a) You must provide us with written notice at least two (2) business days prior to closing your bank account. If you wish to continue to receive direct deposits, you must provide us with information for a substitute bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You are also liable to us for any fees that we may incur based on your provision of inaccurate information or instructions. You authorize us to initiate electronic credits and credits to your bank account at any time, as necessary to process your transactions. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties.

6. AVAILABILITY AND UPDATES

- (a) We may alter, suspend or discontinue the Platform at any time, for any reason or no reason and without notice. The Platform may be unavailable from time to time due to maintenance or the malfunction of computer or network equipment or other reasons. We may periodically add or update the information and materials on the Platform without notice.

7. FEEDBACK

- (a) If you provide us with any suggestions, comments or other feedback relating to any aspect of the Platform (“Feedback”), we may use such Feedback in the Platform. Accordingly, you agree that: (i) we are not subject to any confidentiality obligations in respect to the Feedback; (ii) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to us; (iii) we (including any of our successors and assigns and any successors and assigns of the Platform) may freely use, reproduce, publicize, license, distribute and otherwise commercialize the Feedback in any way; and (iv) you are not entitled to receive any compensation or reimbursement of any kind from us or any other user of the Platform in respect of the Feedback.

8. LINKS AND THIRD PARTY WEBSITES

- (a) CB may from time to time establish links between the Platform and one or more web sites operated by third parties. CB does not control such web sites and is not responsible for the contents of any linked site, any link contained in a linked site or any changes or updates to such sites. The existence of such links does not

constitute an endorsement by CB of the contents of such web sites or the operators thereof.

9. NO FINANCIAL ADVICE

- (a) CB may, in its sole and absolute discretion, from time to time provide information on Digital Assets to the User.
- (b) Notwithstanding any such information provided by CB, the User acknowledges and agrees that it enters into each Online Order of its own free will without reliance on any information provided by CB and that such Online Orders are placed at the User's own risk. The User shall not be entitled to rely on CB for advice on the timing or terms of any Online Order.
- (c) The User acknowledges and agrees that the exchange rates of Digital Assets varies regularly and will be affected by matters and events outside of the control of the User and CB.
- (d) Any quote for pricing information regarding Digital Assets available on the Platform is correct at the time it was posted by CB but may have changed by the time the User places an Online Order.

10. CUSTOMER REPRESENTATIONS

- (a) The User represents and warrants as at the date of each Online Order and on the settlement date of each Online Order that:
 - (i) you are at least 16 years of age;
 - (ii) you are resident in an area that permits the use and exchange of Digital Assets;
 - (iii) the User is acting as principal in respect of the Online Order and is not acting for another person;
 - (iv) the User has full power and authority to enter into the Online Order and is the beneficial owner of all monies paid or to be paid at the settlement date free from any charge or encumbrance;
 - (v) the information provided by the User in relation to the Online Order (and all AML Documentation or other registration documentation provided by the User) is, at the time of the Online Order, complete, accurate, current and not misleading and that any further information requested from the User is complete, accurate, current and not misleading or deceptive in all material respects;
 - (vi) the User has not relied upon any representation or warranty given by any other person (including without limitation CB) in entering into the Online Order;

- (vii) if applicable, the User warrants that they are the sole owner and are fully responsible for any digital wallet address they have provided to CB for the purposes of receiving Digital Assets.
- (viii) if applicable, the User warrants that they are the sole owner and fully responsible for any digital wallet address they use for the purposes of sending Digital Assets. If the User receives a deposit that they did not initiate, they must inform CB at the first available opportunity after becoming aware of the deposit.

11. **DEFAULT**

- (a) CB has the right to terminate, close out or reverse an Online Order without notice to the User if:
 - (i) the User fails to make any payment in respect of an Online Order when due and in accordance with these Terms of Service; or
 - (ii) the User materially breaches any of these Terms of Service or fails to comply with its obligations to CB or is in breach of any statute, regulation, rule or guideline applicable to the User or CB; or
 - (iii) it becomes or may (in the reasonable opinion of CB) become unlawful for CB to maintain or give effect to all or any of the obligations under the these Terms of Service or otherwise to carry on its business or if CB is requested to close out an Online Order (or any part thereof) or Preload Withdrawal by any regulatory authority whether or not the request is legally binding or CB, in its sole and absolute discretion, considers it desirable or necessary to do so for its own protection; or
 - (iv) the User becomes unable to meet its obligations as they become due or has a bankruptcy petition presented against it or the User proposes a form of composition or arrangement to its creditors or the User ceases or threatens to cease all or part of its business; or
 - (v) any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.
- (b) If the User becomes aware of the occurrence of any event referred to in section 11(a) above, the User shall give CB notice of such event forthwith.
- (c) If the User fails to make a payment due to CB in respect of any Online Order, CB shall be entitled to collect interest on such unpaid items at a rate of 12% per annum. We only charge interest on unpaid principal amounts and do not charge interest on interest. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment to the maximum extent permitted by law.

- (d) If for any reason whatsoever the User fails to meet its obligations to CB hereunder and or under any Online Order, CB may, in its sole and absolute discretion, terminate any Online Order or Preload Withdrawal without notice and without liability for any loss. In addition to charging interest as described in paragraph 11(c), CB shall be entitled to make a charge of up to \$20 in respect of administration fees regardless of whether any Online Order is terminated or not.

12. **YOUR CONDUCT**

- (a) By using the Platform, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform, or interfere with or disrupt the Platform or networks connected to the Platform.
- (b) You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Platform using your username and password.
- (c) You agree not to interfere with the servers or networks connected to the Platform or to violate any of the procedures, policies or regulations of networks connected to the Platform, including these Terms of Service.
- (d) You agree that you will not use the Platform to perform criminal activity of any kind, including but not limited to, money laundering, illegal gambling operations, terrorist financing, human trafficking, or malicious hacking.
- (e) You also agree not to:
 - (i) attempt to reverse engineer, sell, export, license, modify, copy, distribute or transmit the Platform to any third party, or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Platform;
 - (ii) attempt to gain access to secured portions of the Platform to which you do not possess access rights;
 - (iii) impersonate any other person while using the Platform;
 - (iv) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform;
 - (v) resell or export the software associated with the Platform;
 - (vi) use the Platform to generate unsolicited advertisements or spam; or

- (vii) use any automatic or manual process to search or harvest information from the Platform, or to interfere in any way with the proper functioning of the Platform.

13. OUR RIGHTS

- (a) In providing you with access to the Platform and permitting you to make Online Orders via the Platform, CB reserves the following rights, and in accessing, browsing or otherwise using the Platform and/or making any Online Order via the Platform the User grants to CB and agrees that CB shall have the following rights:
 - (i) the right to refuse or withdraw the User's access to the Platform in accordance with applicable laws for any reason at any time (with or without notice) if in CB's sole and absolute discretion the User violates or breaches any of these Terms of Service;
 - (ii) the right to suspend, amend or disable your Account without giving you notice or any reason;
 - (iii) the right to cancel any Online Order or amend in part any Online Order without giving you notice or any reason, save that in such circumstances CB shall refund such part of the Online Order as has been cancelled by it (less any applicable cancellation fees set out in these Terms of Service);
 - (iv) the right to amend or update the Platform, CB's commission, any Online Order, billing methods or these Terms of Service from time to time;
 - (v) the right to report you to the police or other judicial body if CB believes in its sole and absolute discretion that your conduct (whether in using the Platform, making an Online Order for any Digital Assets or otherwise) is or may be unlawful; and
 - (vi) the right to disable or close the Platform at any time, in order to preserve orderly markets or for any other reason identified by us.

14. INTELLECTUAL PROPERTY

- (a) CB and/or its licensor(s) are the sole owners of the Platform, which includes any software, domains, texts, graphics, files and other content made available through the Platform.
- (b) CB grants the User a limited, personal, non-exclusive, non-transferable, revocable, non-sublicensable, non-commercial right to access and use the Platform in accordance with these Terms of Service. The Platform is licensed to you; not sold. No other right or license of any kind is granted to you hereunder with respect to the Platform, including but not limited to the right to the use of CB's name, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. Nothing contained herein shall be construed as conferring by implication, estoppels or otherwise any license or other grant of

right to use any patent, copyright, trademark, service mark, trade secret or other intellectual property right except as expressly provided herein.

- (c) The CB brand and the Platform are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Platform (or any part of it) or any material provided through the Platform without CB's prior express written consent.
- (d) Any unauthorised use of the Platform will result in the automatic termination of the limited license granted by us. CB reserves the right to terminate the limited license without notice at any time following an unauthorised use by you of the Platform.
- (e) CB and its graphics, logos, icons and service names related to the Platform are registered and unregistered trademarks or trade dress of CB. They may not be used without CB's prior express written permission.
- (f) All other trademarks not owned by CB that appear in connection with the Platform are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by CB.

15. **SECURITY**

- (a) Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from accidental loss from unauthorised use, alteration or disclosure, we cannot guarantee that unauthorised third parties will never be able to defeat those measures and never gain access to your information. You acknowledge that you provide your personal information at your own risk, except as otherwise provided by applicable law.

16. **ELECTRONIC COMMUNICATIONS**

- (a) By using the Platform and/or making any Online Orders through the Platform, you consent to receiving electronic communications and notices from CB. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

17. **PRIVACY**

- (a) You provide us with information when you register for an Account via the Platform. We also collect information both relating to you and to any other user of the Platform in general. Any information that you submit or that we collect when you are using the Platform is subject to the CB Privacy Policy, the terms of which are hereby incorporated into these Terms of Service.

A copy of the CB Privacy Policy can be found [here](#).

18. TAXES

- (a) You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services (Taxes). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

19. DISCLAIMER, NO WARRANTY AND LIMITED LIABILITY

- (a) THE PLATFORM AND ALL MATERIALS PROVIDED BY US ARE PROVIDED "AS IS". CB SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CB, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE (JOINTLY OR SEVERALLY) FOR ANY DAMAGES, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, LOSS OF DATA, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, INCLUDING ANY ERRORS, MISTAKES OR OMISSIONS IN THE INFORMATION ON THE PLATFORM, FAILURES, DELAYS OR INTERRUPTIONS IN PROCESSING AN ONLINE ORDER, YOUR USE OR ACCESS OR INABILITY TO USE OR ACCESS THE PLATFORM, UNLESS THE LOSS SUFFERED ARISES FROM OUR GROSS NEGLIGENCE OR WILLFUL DECEIT OR FRAUD.
- (c) CB is not liable for any personal injury or property damage of any kind whatsoever arising from or relating to your use of the Platform, any bugs, viruses, Trojan horses, or any other files or data that may be harmful to your computer, communication equipment or data that may have been transmitted to or through the Platform.
- (d) CB does not seek to exclude liability for death or personal injury caused by our gross negligence, willful deceit or fraud on the part of CB.
- (e) CB reserves the right to deliver the Platform and to process Online Orders in its sole and absolute discretion.
- (f) We assume no responsibility for the content of websites linked on the Platform. Such links should not be interpreted as an endorsement by us of those linked

websites. We will not be liable for any loss or damage that may arise from your use of them.

- (g) If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.
- (h) THESE LIMITATIONS SHALL APPLY EVEN IF CB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (i) SUBJECT TO THE FOREGOING, CB's AGGREGATE LIABILITY IN RESPECT OF CLAIMS BASED ON EVENTS ARISING OUT OF OR IN CONNECTION WITH ANY SINGLE USER'S USE OF THE PLATFORM, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED \$100.

20. INDEMNITY

- (a) You agree to indemnify and hold CB, its related companies and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your breach of these Terms of Service and/or your violation of any law or the rights of any third party.

21. DISPUTES

- (a) You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), the Platform, CB's advertising or any related transaction between you and CB shall be governed by and construed in accordance with applicable law.
- (b) Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of Ottawa, Ontario.

22. TERMINATION

- (a) CB may change or discontinue the availability of the Platform and at any time without prior notice. CB reserves the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that you violate any of the terms or conditions set forth herein (with prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Platform and will not make any Online Order.

23. GENERAL

- (a) If any court or competent authority decides that any term or condition of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.
- (b) Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.
- (c) Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.
- (d) You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms of Service without our prior express written consent.
- (e) In the event CB is acquired by or merges with a third party, we reserve the right, in any circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale or other change of control.
- (f) These Terms of Service, together with the CB Privacy Policy published on the Platform, set forth the entire understanding and agreement between you and CB with respect to the subject matter hereof.
- (g) These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Ontario. We make no representations or warranties about the legality or appropriateness of the Platform in your jurisdiction.
- (h) You irrevocably agree that the courts of Ottawa, Ontario shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims).

24. COOKIES

- (a) The Platform uses cookies (small text files which contain a unique identifier that identifies your browser) which allow us to, amongst other benefits, collect information to improve the Platform, store your preferences and settings, and help with sign-in. You can manage your cookie preferences but note that if you refuse to use them then the Platform or certain features of the Platform may not work.

25. FORCE MAJEURE

- (a) Neither you nor we will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party

has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

26. CONTACT

If you have any questions or concerns, please contact us at info@canadianbitcoins.com.