

MEMBERSHIP AGREEMENT (the "Agreement")

B E T W E E N:

RIVER PACK LTD. presently operating as Credit Value
A body corporate duly incorporated pursuant to the laws of the Province of Alberta
(the "Provider")

- AND -

You
(the "Member" or "You")

WHEREAS: the Provider owns and operates the following website www.creditvalue.ca (the "Website");

AND WHEREAS: as described on the Website at the time of entering into this Agreement the Provider intends to sell a membership to the Member (the "Membership");

AND WHEREAS: the Member wishes to purchase the aforesaid Membership;

AND WHEREAS: as a result of the Membership, and during the duration of the said Membership, the Member may receive such services from the Provider as delineated on the Website (the "Services");

AND WHEREAS: the Member shall furnish the Provider with all such truthful and accurate information required in order for the Provider to efficaciously render the Services and discharge all obligations to the Member.

AND WHEREAS: the Member wishes to enter into a legally binding agreement with the Provider, per the terms of this indenture, along with those of the Website, as amended from time to time, all of which collectively shall be construed as one and the same Agreement, as defined above.

NOW THEREFORE for good and valuable consideration of the mutual promises and other consideration given herein, the parties agree as follows:

1. Membership. Services. Fees

- a) The Member shall make weekly membership payments to the Provider in the amount of EIGHTEEN (\$18.99) DOLLARS AND NINETY-NINE CENTS in consideration for the aforesaid Membership (the "Periodic Fees").
- b) As part of the said Membership the Member may receive the Services, as described on the Website, presently or hereafter, including but not limited to:
 - i. Personalized advice from credit consultants on ameliorating the Member's credit score;
 - ii. Facilitation for applications for credit cards;
 - iii. Reporting of the Member's rental payments to a credit bureau to endeavour to increase the Member's credit score;
 - iv. Advocacy to a credit bureau seeking to ameliorate the Member's credit score; and
 - v. Any such further processes and services as described on the Website as amended, from time to time, at the sole discretion of the Provider;

for greater certainty the aforesaid services are expressly encompassed in the previously defined term "Services").

- c) The Member must give the Provider THIRTY (30) DAYS notice prior to canceling its Membership. Membership may be suspended or terminated by Provider in their sole discretion in the event that Member defaults on any payment due.
- d) If the Member fails to pay the Periodic Fees due, any initial payment amount, or any other payments due hereunder, the Member shall reimburse the Provider for the full amount of all legal costs (on a solicitor and own client full indemnity basis) and other expenses which the Provider incurs to collect any amounts due.
- e) Further, if the Member defaults on any Periodic Fee payment or any other payment hereunder, it shall hereafter be liable for, and pay forthwith FORTY-FIVE (\$45.00) DOLLARS, or such other amount as notified by the Provider, for each dishonoured cheque or payment. The Provider is not responsible for additional NSF charges applied to your account by your own financial institution.
- f) If the Member defaults on more than TWO (2) CONSECUTIVE Periodic Fee payments, the Provider can at its sole discretion terminate the Membership and Services.

2. Cancellation of Membership

Should the Member wish to cancel its Membership, the Member must follow the instructions with a cancellation request in order for Membership to be terminated. The Member has the responsibility to confirm with a representative of the Provider that Membership cancellation has been processed. There will be no refunds made to the Member with no exceptions.

3. Payment of Periodic Fees

- a) The Member expressly authorizes Apaylo Finance Technology Inc. ("Apaylo") to act on behalf of the Provider to debit its account as indicated by the Member below, or such other account as indicated on a void specimen cheque provided by the Member (the "PAD Account"), per the terms under this Agreement on the day (or if such day is not a business day, the next business day) that any such amount is due.
- b) The Member may cancel this authorization at any time by giving THIRTY (30) DAYS prior notice to the Provider by requesting, executing, and returning Form #01A - PAD Withdrawal Notice to the same within the prescribed timeframe. If the Member cancels its PAD account authorization and does not provide the Provider with alternative pre-authorized debit instructions acceptable to us at least TWO (2) WEEKS before the next date that a debit is to be made, the Member must still arrange for payment to the Provider.
- c) This authorization only applies to the method of payment under this Agreement and cancellation of this authorization does not affect the Member's obligations under this Agreement. The Member acknowledge that: (i) this authorization constitutes delivery thereof by you to the processing institutions whosoever it may be, (ii) the processing institutions are not required to verify that each PADsubmitted by us has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD. The Member may dispute a PAD if (i) it was not drawn in accordance with this authorization, or (ii) the Member has cancelled this authorization. In order to be reimbursed for a disputed PAD, the Member must deliver a written declaration that either (i) or (ii) above took place to the processing institution within NINETY (90) DAYS after the date that the disputed PAD was posted to the PAD Account, and if the Member does not, the disputed PAD must be resolved between the Member and Provider.
- d) The Member warrants Apaylo Finance Technology Inc. ("Apaylo") to act on behalf of the Provider on a continuing basis that it has the authority to deal with thePAD Account and agrees to provide the

Provider with updated information in writing concerning

- e) By agreeing to this AGREEMENT you agree to Apaylo Finance Technology Inc. to receive and access your information and financial data including your Name, Mailing Address, Email Address, Phone Number; the Name of your Financial Institution, Institution Number, Branch Number, Branch Address and Account Number.

the PAD Account. The Member expressly agrees to waive the prenotification period of any PAD payment.

4. Representations

The Provider does not in any way, whatsoever, guarantee the amelioration, rectification, or betterment of the Member's credit score resulting from the Membership and Services rendered. Furthermore, the Provider makes no representation, whatsoever, as to its or its employees', contractors', officers' directors', agents', or shareholders', qualifications, education, or accreditations.

5. Notice

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given to the Provider if:

- a) delivered personally;
- b) sent by prepaid courier service; or
- c) sent by registered mail;

to 4620 Manilla Rd SE, Calgary, AB T2G 4B7;

and in the case of the Member, to the email address provided by the Member, or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving the same in the manner provided in this section. Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

6. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

7. Whole Agreement and Interpretation

This Agreement, including the terms and representation on the Website, constitutes the whole agreement between the Provider and the Member relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof. The recitals and headings of the within Agreement are expressly agreed to be binding terms of this Agreement. This Agreement expressly includes the terms and representations made on the Website, as amended from time to time, which are expressly incorporated by reference hereto. In the event of conflict among the terms of the within Agreement and the terms of the Website at any time hereafter, the Provider, at its sole and unfettered discretion, shall elect the term which shall prevail. The Member further expressly agrees that it hereby waives, and contracts out of the ability to plead or rely upon the doctrine of *contra proferentem* or estoppel, whatsoever.

8. Legal Advice

The Member hereby expressly warrants and represents that nothing has prevented him/her from seeking independent legal advice prior to entering into the within Agreement with the Provider. If, notwithstanding the forgoing, the Member has not sought independent legal advice prior to entering into this Agreement, the Member expressly agrees that the failure to exercise said right to seek independent legal advice shall in no way invalidate any part of the within Agreement. The Member

further expressly waives any ability to plead or rely upon the doctrine of *non est factum* or plead a lack of formation of contract between the parties of this Agreement.

9. Amendment

The obligations of the Member may only be amended expressly in writing with the express consent of the Provider. The Provider may at its sole discretion amend terms of the within Agreement by making changes to its Website.

10. Further Assurances

The Member shall promptly execute and deliver to the Provider, all such other and further documents, agreements and other instruments, and do such other and further things, as the Provider may require to give effect to this Agreement. The Member expressly agrees that all information and documentation that it shall provide to the Provider shall be truthful and accurate.

11. Counterparts

This Agreement may be executed in counterparts, electronically, by e-Digital Signature, by facsimile, or click-wrap, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

12. Gender and Number

This Agreement shall be read with all changes of gender and number required by the context.

13. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the Provider and the Member and their respective successors and assigns. The Member may not assign or transfer its rights and obligations under this Agreement without the prior express written consent of the Provider. The Provider may assign or transfer its rights and obligations under this Agreement without the Member's consent, and at its sole discretion.

14. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Alberta applicable therein, and the parties attorn to the exclusive jurisdiction of the Courts of Calgary.

15. Electronic Communications

Notwithstanding all Canadian Anti Spam Legislation as amended, this Agreement is the express consent of the Member to receive any and all forms of electronic communications, including advertisements and promotions, by way of 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, directly or indirectly from the Provider and at the Provider's discretion. The Member may at any time unsubscribe to emails and other such electronic communications by clicking an unsubscribe button on any of the emails or by directly contacting the Provider by telephone, mail, email or any other means specified per the terms of this Agreement. Further the Member expressly consents to any and all monitoring and recording of telephone, video, and other communications with the Provider and the Provider's representatives, employees, agents, contractors, officers, etc., for quality assurance, security, or other business related purposes of the Provider.

16. Confidential Information

The Member expressly acknowledges the risk and foreseeability of the interception of internet communications by third parties or otherwise, and as a result the loss, or alteration, or misuse of said internet communications and/or any confidential documentation or information contained therein. Further, the Member expressly agrees to indemnify, save, and hold harmless the Provider, officers, directors, and shareholders in respect of any loss, damages, or claims resulting from the misuse of intercepted or stolen confidential information provided by the Member. The Member hereafter

irrevocably forbears to bring any action, claim, or threat of action, for loss or damages, against the Provider in respect of any said intercepted or misused information. Further, the Member shall indemnify, save, and hold harmless the Provider in respect of any claims, losses, or damages, pertaining to any such intercepted or misused information, real or alleged.

17. Intellectual Property

The Member expressly acknowledges that the Website contains valuable trademarks, service marks, names, titles, logos, images, designs, software code, copyrights and other proprietary materials owned, registered, and used by Provider, its subsidiaries, suppliers, partners, and/or affiliates. Any unauthorized use of the aforesaid intellectual property is 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.

18. Currency

Unless otherwise specified any reference to money, funds, or dollars in this Agreement specifically refers to the lawful money of Canada.

19. Email Contact

The Member may direct any questions or comments pertaining to the Membership to the Provider via telephone, per the telephone number on the Website, or via email at info@creditvalue.ca

20. Costs

The Member expressly agree to be liable for all costs, on a solicitor client and full indemnity basis, incurred by the Provider resulting from any breach of the terms hereof.

Dated and duly executed by the Member this _____ day of _____, A.D. 20__.

Name of Member:

Email of Member:

Telephone of Member:

Mailing address of Member:

Signature of Member: