

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into

BETWEEN:

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", "You", "you" or "your")

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 set forth 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

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 receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement), 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 DOLLARS AND NINETY-NINE CENTS (\$18.99) in consideration for the aforesaid Membership (the "Periodic Fees").
- b) As part of the said Membership, the Member may receive the Services, as currently described on the Website. Provided always that the Services may be amended (in whole or in part) from time to time in the sole and absolute discretion of the Provider. As of the effective date of this Agreement, the Services entail the following:
 - 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; and
 - iv. Advocacy to a credit bureau seeking to ameliorate the Member's credit score.

For the sake of greater certainty the aforesaid services (as may be amended from time to time in the sole and absolute discretion of the Provider) are expressly encompassed in the previously defined term "Services").

- c) The Member must give the Provider THIRTY (30) DAYS written notice prior to cancelling its Membership. Membership may be suspended or terminated by the Provider in its sole and absolute discretion.
- d) If the Member fails to pay the Periodic Fees due, any initial payment amount, or any other payments due pursuant to this Agreement, the Member shall reimburse the Provider for the full amount of all legal fees and costs (on a solicitor and own client full indemnity basis) and all other expenses which the Provider incurs to collect any amounts due.
- e) In addition to all other remedies of the Provider set forth in this Agreement (that is, the Provider's remedies as set forth in this Agreement are cumulative, not in lieu of any other remedies), if the Member defaults on any Periodic Fee payment or any other payment hereunder, the Member shall be liable to the Provider for, and shall pay to the Provider forthwith FORTY-FIVE DOLLARS (\$45.00), or such other amount as notified by the Provider, for each dishonoured cheque or payment. The Provider is not responsible for additional non-sufficient funds (NSF) charges applied to your account by your own financial institution. For the sake of greater certainty and notwithstanding anything to the contrary contained in this Agreement (including the Website), the remedies of the Provider set forth in this Agreement are cumulative, such that the exercise by the Provider of one or more remedies shall not preclude, prevent or estop the Provider from exercising other remedies.
- f) Without limiting the remedies of the Provider set forth in this Agreement, if the Member defaults on more than TWO (2) CONSECUTIVE Periodic Fee payments, the Provider may at its sole and absolute discretion terminate the Membership and Services.

2. Cancellation of Membership

Should the Member wish to cancel its Membership, the Member must provide a THIRTY (30) DAY prior written notice of cancellation to the Provider. There shall be no refunds made to the Member (there are no exceptions to this no refund policy, and the Member acknowledges this no refund policy and undertakes and agrees to be bound by this no refund policy).

3. Payment of Periodic Fees

- a) The Member expressly authorizes Apaylo Finance Technology Inc. ("Apaylo") and such other payment platforms as the Provider may from time to time determine in its sole and absolute discretion, to act on behalf of the Provider to debit the Member's account as indicated below, or such other account as indicated on a void specimen cheque provided by the Member (collectively and individually, the "PAD Account"), pursuant to the terms of 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 written notice to the Provider. The Provider may from time to time, in its sole and absolute discretion, designate such form or forms that are to accompany the cancellation of this authorization. If the Member cancels its PAD Account authorization and does not provide the Provider with alternative pre-authorized debit instructions acceptable to the Provider 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 acknowledges that: (i) this authorization constitutes delivery thereof by you to the processing institution(s) whosoever it may be, (ii) the processing institution(s) are not required to verify that each

PAD Account submitted by the Provider has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD Account was made has been fulfilled as a condition of honouring a PAD Account. The Member may dispute a pre-authorized debit ("PAD") if (A) it was not drawn in accordance with this authorization, or (B) the Member has cancelled this authorization. In order to be reimbursed for a disputed PAD, the Member must deliver a written declaration that either (A) or (B) above took place to the processing institution(s) 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 to the Provider and to Apaylo (and such other payment platforms as the Provider may from time to time determine in its sole and absolute discretion) on a continuing basis, that the Member has the authority to deal with the PAD Account and agrees to provide the Provider with updated information in writing concerning the PAD Account. The Member expressly agrees to waive the prenotification period of any PAD payment.
- e) By entering into this Agreement, you consent to Apaylo (and such other payment platforms as the Provider may from time to time determine in its sole and absolute discretion) receiving and accessing your personal information and financial data including but not limited to, your name, mailing address, email address, phone number; the name of your financial institution, institution number, branch number, branch address and account number.

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 #2700 - 685 Center Street S Calgary, Alberta T2G 1S5;

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 shall be deemed severed from this Agreement and shall not invalidate the remaining provisions of this Agreement.

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 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 (which said written consent may be unreasonably withheld by the Provider). The Provider may at its sole and absolute discretion (without the consent of the Member whatsoever) 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 from time to time in order to give effect to this Agreement. The Member expressly agrees that all information and documentation that the Member shall provide to the Provider shall be truthful and accurate, and shall be provided in a timely fashion.

11. Counterparts

This Agreement may be executed in counterparts, 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. Further, this Agreement may be executed electronically, including but not limited to by means of e-digital signature, by facsimile, by email, or click-wrap.

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 shall not assign or transfer its rights and obligations under this Agreement without the prior express written consent of the Provider (which consent may be unreasonably withheld by the Provider). The Provider may at its sole and absolute discretion, assign or transfer its rights and obligations under this Agreement without the Member's consent.

14. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without recourse to any conflict of laws principles. The parties attorn to the exclusive jurisdiction of the courts of the

Province of Alberta (sitting in Calgary) for any matter, disputes, questions or issues arising out of or relating to this Agreement (including the Website) and the subject matter of this Agreement.

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 those acting on behalf of the Provider, including but not limited to the Provider's representatives, employees, agents, contractors, officers and directors, 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, its officers, directors, shareholders, employees, agents, representatives and contractors in respect of any loss, damages, or claims resulting from the misuse of intercepted or stolen confidential information provided by the Member. The Member hereby irrevocably forbears to bring any action, claim, or threat of action, for loss or damages, against the Provider (and those for whom the Provider is responsible at law) in respect of any said intercepted or misused information. Further, the Member shall indemnify, save, and hold harmless the Provider (and those for whom the Provider is responsible at law) 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 intellectual property, including but not limited to trademarks, service marks, names, titles, logos, images, designs, software code, copyrights and other proprietary materials owned, registered, created, licensed, leased, and used (or any of these) by Provider, its subsidiaries, suppliers, partners, and affiliates (or any of these). Any unauthorized use of the aforesaid intellectual property is prohibited and all rights in same are reserved by the 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 not limited to any copies, distributed, displayed or utilized, without the express written consent in advance by Provider (which consent may be unreasonably withheld by the Provider).

18. Exclusion of Consequential Damages

Notwithstanding anything to the contrary contained in this Agreement (including the Website), the Provider shall not be obligated to pay to the Member nor shall the Provider be liable to the Member, whether contractually, in tort or under any description or legal theory whatsoever, for: loss of revenue, loss of anticipated revenue, loss of profits, loss of anticipated profits, loss of production, loss of anticipated production, business interruption, loss of use, loss of anticipated use, loss of contract, loss of goodwill, loss of reputation, loss of business, loss of trade, loss of business opportunity, financing costs, increased expense or costs, loss of interest, exemplary damages, punitive damages, special damages, indirect damages or losses, incidental damages or losses, consequential damages or losses, and any other damage or loss of a similar nature (each referred to as an "Indirect Loss", and collectively as "Indirect Losses"). This exclusion of Indirect Losses as outlined herein, shall apply in favour of the

Provider whether any claim in respect thereof is founded in contract, negligence or other tort, by statute, or any other legal theory.

19. Limitation of Liability

To the maximum extent permitted by law and notwithstanding anything to the contrary contained in this Agreement (including the Website), the aggregate liability of the Provider to the Member pursuant to this Agreement (including the Website) and for anything whatsoever arising out of or relating to this Agreement (including the Website) is limited to a total of three (3) months of Periodic Fees paid by the Member to the Provider. This limitation of the Provider's liability under this Agreement shall apply whether any claim in respect thereof is founded in contract, negligence or other tort, by statute, or any other legal theory.

20. Headings

The headings in this Agreement are for convenience of reference only, and shall not affect the scope or interpretation of this Agreement.

21. Currency

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

22. 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

23. 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 of this Agreement.

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: