

Merchant Terms of Service

Last Updated July 2020

1. Introduction

These End User License Agreement (the "Terms") describe the terms and conditions and govern the access and use of services for merchants made available ("Service") by Wiz-Tec Computing Technologies Inc. ("Wiz-Tec"). The Service includes the firmware, software, applications, service plans, the website associated with the services (www.wiz-tec.com) ("Wiz-Tec Website") and any software, documentation, tools, components, and any updates thereto (including software maintenance, service information, help content, bug fixes, or maintenance releases) provided by Wiz-Tec in connection with the service. Wiz-Tec may add to, change, or discontinue any component of the Service at any time; provided however, that no such change shall materially increase your obligations or materially decrease your entitlements under these Terms. Any of your obligations set out in these Terms relating to the use of the Service are in addition and not in substitution of any other obligations imposed on you.

2. Agreement

Use of the Service, or clicking to accept these Terms where this option is made available, represents your agreement to these Terms. These Terms form a legally binding contract between you ("you" or "your") and Wiz-Tec in relation to your use of the Service. You represent and warrant that you have the right and authority to bind your business to these Terms and you are not barred or otherwise legally prohibited from accessing or using the Service.

3. License

The Service is licensed, not sold. Wiz-Tec grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable, license to access and use the Service as authorized in these Terms. You agree that all rights, title, and interest in and to all the intellectual property rights in the Service, and all modifications, extensions, scripts, and other derivative works of the Service provided or developed by Wiz-Tec are owned exclusively by Wiz-Tec or its licensors. All rights not granted to you in this Agreement are reserved by Wiz-Tec.

4. Restrictions

You shall not and shall not permit any third party, directly or indirectly, to:

(a) access or attempt to access the Service (or any part) that is not intended to be available to you; (b) access or use (in any format) the Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) directly or indirectly ship or access the service (or any part) outside or from outside of Canada; (d) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (e) use the Service (or any part) except as permitted in these Terms.

5. Service Requirements and Limitations

5.1 Access or use of the Service requires a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Service accessed through the Internet is subject to: (a) the terms of any agreements you have with your Internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

5.2 You may use the Service to conduct select point of sale activities offline. Transactions initiated offline may be queued and submitted for authorization when Internet connectivity is restored. You assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

5.3 You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Service that are posted on the Wiz-Tec Website or otherwise provided or made available to you.

5.4 The Service is intended to operate together with dedicated and specifically configured hardware. Wiz-Tec shall have no obligation to provide support or services if you modify or do not use the dedicated hardware.

6. Third Party Services

The Service may contain links or reference services, products or content provided by third parties and not by Wiz-Tec ("Third Party Services"). The inclusion of Third Party Services does not imply an approval, endorsement, or recommendation by Wiz-Tec. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with the Third Party Services, including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Service. We are not responsible or liable for the performance of any Third Party Services, even if we bill you on behalf of the third party.

7. Maintenance and Upgrades

It may be necessary for Wiz-Tec to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Service, which may temporarily degrade the quality of the services or result in a partial or complete outage of the product. Wiz-Tec will not be liable for any such interruptions, delays, errors, or bugs. Wiz-Tec will endeavor to carry out such repairs or updates during times that will cause the least disruptions to your business. If repairs or updates require your cooperation, you must comply. Wiz-Tec shall have no liability for your failure to accommodate an update, and Wiz-Tec shall have no obligation to provide support or services for any outdated versions.

8. Remote Access

If the Service includes remote service and support, you grant Wiz-Tec the ability to continuously access any systems with the remote access services. Wiz-Tec will only access systems in connection to use of the Service, including but not limited to maintenance, service, updates, and monitoring purposes. You acknowledge and agree that you are solely responsible for all privacy and information security obligations and liabilities relating to data on systems authorized for remote access.

9. Merchant Data

You are solely responsible for the accuracy, quality, content and legality (including compliance with all Applicable Law and Rules) of your data, the means by which your data is acquired, and any transfer and use of your data outside of the Service by you or any third party authorized by you. You understand and agree that Wiz-Tec has no control over the content of the data handled or processed by the Service on your behalf. You are responsible for taking its own steps to maintain appropriate security, protection and back-up of its data and software, including the use of appropriate back-up and archiving. You understand and agree that Wiz-Tec is not responsible for any loss or corruption of your data or other software.

You hereby grant to Wiz-Tec a non-exclusive, royalty-free, fully paid up, and worldwide license to use, copy, modify (including the right to create derivative works of), display and transmit your data solely in connection with the Service. You acknowledge and agree that, in the course of providing the Service to you, Wiz-Tec may collect, store and use your data. Wiz-Tec may create anonymized or aggregated data that does not identify you, your employees, or any other identifiable individual. Such aggregated or de-identified data may include data analysis and may be used for any lawful purpose, including, to use, disclose, compile, distribute and publish anonymous statistical or analytical data regarding the performance, provision, and operation of the Service, the development of new services, or otherwise. Upon creation, Wiz-Tec shall own and retain all Intellectual Property Rights in and to such anonymized or aggregated data entirely without obligation to you or restriction of any kind.

10. Fees

You will be charged and agree to pay the applicable fee to use the Service, as specified in the sales agreement or otherwise published, and all applicable taxes based, duties or other governmental assessments based on your use of the Service. All payments to Wiz-Tec under these Terms are non-refundable. All fees are denominated in Canadian dollars, unless otherwise specified.

The Service may be charged on a reoccurring subscription basis, a usage basis, or a combination of the two. Fees are charged on the 1st of every month unless otherwise provided. Usage fees may vary from those stated as a result of rounding rules and you agree to accept our calculation as conclusive.

11. Term and Termination

11.1 These Terms commence on the date on which the Service is installed or made available and shall continue for the subscription term specified in the sales agreement ("Initial Term"). Upon expiration of the Initial Term, the subscription term will automatically renew for successive one (1) month periods, unless either party gives notice of cancellation prior to expiration of the Initial Term or any renewal term. If terminate the Service prior to expiration of the current term, Wiz-Tec reserves the right to assess an early termination fee in an amount equal to FIVE HUNDRED AND NO/DOLLARS (\$500).

11.2 Wiz-Tec may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without any notice and liability for any reason, including if in Wiz-Tec's sole determination you violate any provision of these Terms.

11.3 Upon termination of these Terms for any reason, you must immediately stop using the Service and your license to use the Service provided under these Terms shall end.

11.4 The rights, obligations and limitations of Section 2, 5.2, 7, 11, 13, 14, 15, 16, 17, 18, 19 and 24 will survive termination of these Terms.

12. Privacy

Wiz-Tec uses and protects your information, including information transmitted via the Service, in accordance with the Wiz-Tec Privacy Policy, which is available on the Wiz-Tec Website. You agree to allow Wiz-Tec to use and share with third parties non-personal data to build anonymous data profiles, provide segmented marketing information, create aggregate statistical reports, and to improve current and new products and services.

13. Confidential Information

You shall safeguard all confidential information Wiz-Tec supplies or otherwise makes accessible to you using a reasonable degree of care. You shall only use Wiz-Tec's confidential information for the purposes of these Terms and shall not disclose Wiz-Tec's confidential information to any person, except as Wiz-Tec may agree in advance and in writing. At Wiz-Tec's request, you shall return to Wiz-Tec or destroy all of Wiz-Tec's confidential information in your possession or control.

14. Submissions

You may submit comments or ideas about the Service, including about how to improve the Service. By submitting any idea, you agree that (a) Wiz-Tec expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) Wiz-Tec is free to use and disclose the idea on an unrestricted basis without notifying or compensating you. You release Wiz-Tec from all liability and obligations that may arise from Wiz-Tec's receipt, review, use or disclosure of any portion of any idea.

15. Intellectual Property

15.1 All right, title and interest in and to all confidential information and intellectual property related to the Service (including Marks, all software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by Wiz-Tec at any time or employed by Wiz-Tec in connection with the Service, shall be and remain, as between Wiz-Tec and you, Wiz-Tec's or its affiliates', Wiz-Tec's vendors' or licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Service not expressly granted by Wiz-Tec in these Terms are deemed withheld. You may not use Marks in any manner, including in any advertisements, displays, or press releases, without Wiz-Tec's prior written consent. "Marks" means Wiz-Tec's names, logos, emblems, brands, service marks, trademarks, trade names, taglines or other proprietary designations.

15.2 You shall not, and shall not permit any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service (or any part) except as permitted in these Terms; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service (or any part) or the Marks.

16. DISCLAIMER OF WARRANTIES

USE OF THE SERVICE IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND WIZ-TEC DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DOES NOT INFRINGE THE RIGHTS OF ANY PERSON.

17. Your Responsibilities

17.1 You shall comply fully with the requirements of all applicable federal, provincial and local laws and regulations related to your use of the Service and provision and use of any cardholder data, customer information and other point of sale data in connection with the Service. You shall not use the Service for illegal purposes.

17.2 You are solely responsible for obtaining all required permits, consents and licenses and monitoring legal developments applicable to the Service and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program. You are responsible for costs if update, upgrade, or modification of the Service is required for compliance

17.3 You are solely responsible for maintaining the security and control of your premises, equipment, and access to the Service and fully liable for all activity of your employees relating to use of the Service

18. Limitations on Liability and Damages

IN NO EVENT SHALL WIZ-TEC OR ITS AFFILIATES OR ANY OF WIZ-TEC'S OR ITS' AFFILIATES RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WIZ-TEC'S AND ITS' AFFILIATES CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THESE TERMS AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY WIZ-TEC UNDER THESE TERMS DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

19. Merchant Representation and Indemnification

You represent and warrant that currently and throughout the Term: (a) you are validly existing, in good standing and have the right, power, and authority to enter into and perform under these Terms; and (b) you and any users are fully authorized to utilize the Service; and (c) you and any users are and will remain in compliance with all applicable laws and regulations with respect to its and their activities related to this Agreement, including but not limited to privacy laws.

You will indemnify, defend, and hold harmless Wiz-Tec and its officers, employees, agents and affiliates from and against all losses, expenses, liabilities, damages and costs including, without limitation, reasonable attorneys' fees (collectively "Costs"), to the extent

that such Costs are attributable to any breach by you or any user, employee, independent contractor, or affiliate thereof, of any representations, warranties or other obligations set forth in these Terms. You agree to comply with all Wiz-Tec's policies and all laws, rules and regulations relating to the use of the Service. Any violation of this section may result in loss of features, up to and including termination of your account. you will indemnify Wiz-Tec for any costs, fines or damages incurred by Wiz-Tec due to your failure to comply with this section.

You will indemnify, defend, and hold harmless Wiz-Tec and its officers, employees, agents and affiliates from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, including without limitation any violation of our policies or the card associations' rules;
- (b) your wrongful or improper use of the Service;
- (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you);
- (d) any tax rebate submitted or generated through the Service;
- (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- (f) your failure to maintain reasonable security in connection with the use of the Service or the Device;
- (g) any data breach, information security incident, or similar, arising from your action or inaction; of
- (g) your violation of any law, rule or regulation of Canada or any other country.

20. Consent to Electronic Communication

You agree that Wiz-Tec, its affiliates and its third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from Wiz-Tec, its affiliates and its third party sales contractors and/or agents.

21. Amendment

Wiz-Tec has the right to change or add to these Terms at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service with notice that Wiz-Tec in our sole discretion deem to be reasonable in the circumstances, including such notice on Wiz-Tec's Website or any other website maintained or owned by Wiz-Tec. Any use of the Service after Wiz-Tec's publication of any such changes or providing notice shall constitute your acceptance of these Terms as modified.

22. Assignment

These Terms, and any rights or licenses granted hereunder, may not be transferred or assigned by you (including by operation of law, transfer of voting control of you or otherwise) without Wiz-Tec's prior written consent, but may be assigned by Wiz-Tec without restriction.

23. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any act of God, fire, natural disaster, accident, act of government, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause to the extent it is beyond the reasonable control of such party.

24. General Provisions

These Terms are a complete statement of the agreement between you and Wiz-Tec and describe the entire liability of Wiz-Tec and its vendors and suppliers (including processors) and your exclusive remedy with respect to your use and access to the Service. These terms supercedes all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the party with respect thereto. If any provision of these Terms of Use is determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms shall continue in full force and effect. No failure to exercise or waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision of these Terms. These Terms do not limit any rights that Wiz-Tec may have under trade secret, copyright, patent or other laws. Except for Wiz-Tec's affiliates and as otherwise stated herein, no persons shall be third party beneficiaries to these Terms. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under these Terms.

Signatures transmitted and received electronically, such as through transmission of a scanned or faxed document, or via secure email or a service, are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.

These Terms shall be governed and construed in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada, without regard to conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta in the City of Calgary to resolve any legal matter arising from these Terms.

25. Contacting Wiz-Tec

If you have any questions about these Terms, please contact Wiz-Tec at support@wiz-tec.com. Except as otherwise stated in these Terms, all notices to Wiz-Tec required or permitted in these Terms relating to the Service shall be in writing and sent by postal mail to: Wiz-Tec Computing Technologies Inc., 4501 Manitoba Road SE, Calgary, AB T2G 4B9. Notices shall be effective when actually received or, if sent by courier, when delivered.

26. Language

The parties acknowledge that they require that this Agreement be drawn up in the English language, that the English language version prevails and that any translation is for informational purposes only