

SolidTrust Pay

END USER AGREEMENT

1. Upon payment of the posted transaction fees, SolidTrust Pay agrees to provide you (the "End User") a Service that enables the "End User" the right to use our Services to send and receive monies online as monies are available to the End User in their SolidTrust Pay account area.
2. **Disclaimer of Warranties and Limitation of Liability** - SolidTrust Pay makes no representations or warranties of any kind with respect to the Service and/or performance of the Service; including without limitation, any implied warranties of merchantability or fitness for a particular purpose. SolidTrust Pay does not warrant, guarantee or make any representation regarding the use, or the results of the use, of the Service and/or the product in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of the Service and the product is assumed by the end user. SolidTrust Pay shall not be liable to end user for any consequential or incidental damages arising from the breach of any payments or contracts, the failure of delivery, delay in delivery, delivery in nonconforming condition, the use of the Service, unavailability of the Service or for any other breach of contract or duty between SolidTrust Pay and the end user. SolidTrust Pay shall have no obligation to provide the Service, and shall have no liability to the End User in the event it is unable, as may be determined in the sole discretion of SolidTrust Pay, to provide the Service, changes the Service options or operations that can make the Service unsuitable for the End User.
3. **Effectiveness of Agreement** - The End User's use of the Service shall not in any respect whatsoever modify any of the terms, conditions, or restrictions contained in the license agreement or other agreements by which the End User initially acquired the right to use the Product or Service (the "End User Agreement"), and the use of our Service shall in each and every instance remain subject to the terms, conditions, and restrictions contained in the End User Agreement.
4. **General** - Any and all claims or disputes relating to the Service shall be governed by the laws of the province of Ontario. For the purpose of resolving conflicts relating to the Service, the End User agrees that venue shall be in the province of Ontario only, and, in addition, the End User hereby consents to the jurisdiction of the federal and provincial courts in the province of Ontario. SolidTrust Pay may assign its rights and delegate its duties with respect to the Service without providing notice to, or receiving the consent of, the End User.
 - a. **Suspension** - in the event that your account is suspended, it will remain so for a minimum of 180 days to clear against any chargebacks or refund requests. Be advised that if the End User is using the Service to market products and/or Services online, and their account is suspended, any funds remaining in End User's account may be refunded back to the customers after 180 days whether or not said customers request same. It is the End User's responsibility to contact SolidTrust Pay after receiving notification of account suspension. If, after the 180 days has passed and there have been no further issues, investigations or complaints, the account will return to an active state and any remaining funds will be made free and clear to the End User. The following activities will result in Account Suspension or Termination:
 - committing intentional "soft fraud" by contacting your bank or card issuing institution and denying a charge previously authorized by you
 - creating an account using stolen, altered or fraudulent documentation and/or information

- ➔ failing to follow our posted Complaint and Grievance Policies when attempting a Merchant Resolution on a dispute wherein the method of payment is potentially reversible
- ➔ initiating an unauthorized reversal from your issuing bank without first following the Complaints and Grievance procedures
- ➔ sending unsolicited email (spam)
- ➔ real or suspected fraudulent activity of any kind
- ➔ creating a returned Electronic Funds Transfer due to insufficient funds in the bank account or an incorrect bank routing/institution and/or account number
- ➔ using an anonymizing proxy in an attempt to hide your location
- ➔ excessive complaints about your account, business or service
- ➔ violating this End User Agreement in any way

b. ***Inactivity*** - accounts that have become inactive by virtue of no activity (meaning no recorded login) after 9 months, shall be assessed a retroactive 1% inactive account fee on any funds residing in the account, to a maximum of \$10 monthly. After 18 months of continued no activity, the fee shall increase to a non-retroactive monthly fee of 2% of remaining funds, to a maximum of \$25 monthly until such time as the End User begins activity again or the account reaches a \$0.00 balance. For inactive accounts already at a \$0.00 balance, no fees shall apply. It is the sole responsibility of the End User to keep their account active. SolidTrust Pay shall not make notification to the End User of impending account inactivity thresholds.

c. ***Fraudulent Funds Retrieval*** - in the event that your account is accessed by an unauthorized 3rd party, either by the use of weak passwords, malware, viruses, etc., and you notify us immediately, funds retrieval may be possible. A 25% funds retrieval fee (minimum \$5) will be applied depending upon the seriousness of the unauthorized access. If the funds have moved out of the Service and cannot be traced or located, no funds retrieval is possible.

5. **Buyer Beware** - SolidTrust Pay assumes absolutely no responsibility for any purchases made or received through the system. Any time you join, or offer, any Income Opportunity, MLM program, Matrix Website, make a purchase online or offer a product or Service for sale online, you are doing so at your own risk and that by signing up and joining said online websites, you do hereby agree in FULL that you release SolidTrust Pay and all its affiliates and officers, employees, members and owners from ANY loss you may incur either by using this Service, registering as an account holder or by signing up on one of the aforementioned type websites and or businesses.

You completely indemnify and waive all your rights to file or have filed, any legal action of any type against SolidTrust Pay, its owners, officers or members, employees and affiliates, and agree that its officers, affiliates, members and employees will not be named by you or any person, law firm, lawyer, former lawyer, that represents you in any legal actions Past, Present, or Future or any other actions of any sort IN ANY COURT IN ANY COUNTRY and that you or anyone that represents you shall NEVER in any case seek monetary reimbursement from SolidTrust Pay in any shape form or fashion, in ANY capacity due to our processing payments for any of the aforementioned types of websites or businesses. If you have a disagreement with one of the aforementioned type businesses then you agree that it is STRICTLY between YOU and THAT BUSINESS, and that SolidTrust Pay has no part of

the dispute... and that by signing up for an account with SolidTrust Pay you agree that this is a legal and BINDING contract, and that you FULLY and WILLINGLY AGREE to ALL CONDITIONS mentioned EVERYWHERE in this user agreement and that if you violate any area, or term or condition set forth in this agreement you will be determined to be in breach of contract to SolidTrust Pay and you automatically give SolidTrust Pay, at its own discretion, the full right and authority to invoice you for a sum of up to but not exceeding one million USD. This is without any court order, filing or appearance of any sort. You will simply pay the bill in full and on demand (agreement to all terms is required at the time of signup in order to have an account, so if you have an account you have already agreed to these terms). We are a payment processor only and have no control over what these sites do and do not do.

There is no guarantee of refunds if the product, Service or program turns out NOT to be what you thought it was, or if they don't hold up to their promises. SolidTrust Pay DOES have complaint and grievance procedures in place as outlined in the Frequently Asked Questions area. You should thoroughly investigate any opportunity before making the decision to join or purchase a product or Service - if it sounds too good to be true, it usually is.

Voiding the credit card transaction or or any other method used to fund your account for any reason constitutes intentional fraud and violates various laws; End Users attempting such activity will be prosecuted to the maximum extent allowable including garnishment of wages as a funds loss recovery measure.

MLM and Affiliate Marketing Policies - While SolidTrust Pay does accept MLM and Income Opportunity vendors, you should note that joining any MLM or Income Opportunity is done at your own risk. There are many legitimate opportunities on the Internet and each one should be carefully investigated before making any decision to join. SolidTrust Pay reserves the right to offer refunds for these or any other purchases in accordance with provisions set forth in the Frequently Asked Questions area. These matters should be taken up with the vendor as a point of first reference.

Reversing the funding method used to fund your account is considered fraud and will be prosecuted to the fullest extent allowable by law. It is also a mandatory obligation for use of this site that you maintain full contact information in your profile at all times. Any account found at anytime to not have updated and verifiable information in the profile of the account shall have the account suspended and all monies frozen for a period of 180 days to protect against any future chargebacks, civil or legal complaints, refunds, etc. which may arise as a result of the inability to contact you based on the information provided in your profile.

6. **Restricted Activities** - Your Information and your activities (including your payments and receipt of payments) through our Service shall not: be false, inaccurate or misleading; be fraudulent or involve the sale of counterfeit or stolen items; consist of providing yourself a cash advance from your credit card (or helping others to do so), violate the Acceptable Use Policy; infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial Services, consumer protection, unfair competition, anti-discrimination, or false advertising); be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; be obscene or contain child pornography; contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or create liability for us or cause us to lose (in whole or in part) the Services of our ISP's or other suppliers, also any website dealing with hacking, phreaking or any material of such nature will not be allowed. Violating any of the above terms will result in your account being suspended and any and all funds will be forfeited. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or

otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

7. **Unacceptable Merchant Sites** - Please see the FAQ area for a complete list of unacceptable businesses. Certain sites may be accepted pending further query and Due Diligence. Any account discovered to be assisting or offering an unacceptable business and availing themselves of the Service will be suspended without warning and all funds held.
8. **Restricted Countries** - SolidTrust Pay does not provide the Service to the following jurisdictions:

Afghanistan	Belarus	Burma
Chad	Cote d'Ivoire	Cuba
Democratic Republic of the Congo	Equatorial Guinea	Haiti
Iran	Iraq	Lebanon
Liberia	North Korea	Rwanda
Sudan	Syria	Zimbabwe

9. **Anti-Money Laundering Policy** - SolidTrust Pay participates fully in the regulated anti-money laundering rules and regulations of FinTRAC (Financial Transactions Reports Analysis Centre of Canada). Large deposits in excess of \$10,000 USD or equivalent are required to be reported to appropriate government authorities. Members are under agreement to keep their accounts and contact information current at all times. Any accounts found to contain incorrect and/or outdated information will be suspended and all funds held.

Members wishing to use certain features of their account, including the desire for increased transaction volume limits, will be required to verify their identity via government issued photo ID and other appropriate documentation as methods as specified in the **My Verifications** section of their **Member Area**. Full disclosure of verification requirements, account types and corresponding transaction limits is fully outlined in the **My Verifications** area. All submitted documentation is held in the strictest of confidence and not retained in any online format. However, in cases of suspected and/or intentional abuse, any member participating, abetting or assisting in fraudulent and/or attempted fraudulent activities, relinquishes any and all rights to their privacy of personal information.

10. **CONTACT INFORMATION** - End Users are welcome to contact us at anytime for clarifications on this End User Agreement.

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