

Terms of Use & Privacy - Amikash

1. Introduction

Amikash is the new and safe way to earn money while shopping online, as usual, among favorite stores. When shopping on partners' websites, they pay a commission to Amikash for the sales created, varying from 1 to 35% of the initial purchase from the member. Amikash then shares these commissions with their members under the form of cash rebates, also known as cashback, by sending a check directly to their homes.

The amount of cashback offered varies according to the store and product categories. Note that the net purchase amount considered for cashback excludes taxes, fees, shipping, insurance, gift packaging, rebate or credit, cancellations, extended warranties or other.

To receive cashback on online purchases is simple. The member buys a product from a merchant partner by clicking on the link and is directed to its transactional site. If other websites are visited before completing the purchase or during the purchase, and if there is use of ineligible coupons by Amikash, it is possible that the purchase and cashback are not recognized.

Amikash provides a web platform that allows members to earn money on purchases from hundreds of retail partners. Sign in to Amikash, it's simple and free! It only requires an email address and password to get started. Amikash requires no software installation on computers.

2. Definitions of terms used by Amikash

Amikash.

The name of the online shopping platform available through the website www.amikash.ca.

Platform:

All accessible features provided to Amikash members through the website www.amikash.ca.

Website or site:

Word designating the website www.amikash.ca, including domain names and subdomains associated.

Amikash member or member:

Any adult (18 years old and over) registered on the website www.amikash.ca and who uses the platform, must reside in Canada to receive his check to a valid postal address in Canada. Note that cashback is paid in Canadian dollars.

Retail partner or affiliated store:

Amikash partners are selected according to cashback and benefits offered to members and from whom members can make purchases of products and/or services while receiving rebates to which they have rights.

Purchase:

Online order made by an Amikash member on a retail partner website, in compliance with contractual conditions of the latter. From every purchase made through Amikash, cashback is accumulated in the member's account.

Cashback or rebate:

Reimbursement in Canadian dollars, of a portion of 1 to 35% from the initial purchase made by the member (excluding taxes and miscellaneous expenses such as delivery, insurance or other) on one of Amikash partners websites. Reimbursement may also be calculated as a fixed amount determined by the store or the affiliated system. Details on the cashback offered and valid categories of products and/or services are described on each partner page referring to the store website.

Cashback rates may be subject of change depending on sales, seasons or supply and demand from different retail partners. In situation of cashback rate's variations, Amikash agrees to update as soon as possible the information on concerned partners page on its platform. If the information of rate change is transmitted by a retailer partner within a time period that does not allow Amikash to update it before its application, Amikash is not liable, in any case, to pay the difference in cashback that the member would have received. Amikash may, at the request of the member, consider such a situation in order to take action in its power to rectify it if possible.

Validated cashback:

Cash rebates is accumulated in the member's account. The member can view its balance from the tab "My Account" once connected to the platform. A cashback rebate can take up to three months before being validated by the affiliated store (in case of return, exchange, etc.). «Validated cashback» means that the cash rebate is confirmed by the store and can be paid to the member. A minimum balance of 50\$ cashback must be validated and accumulated in order to request a payment from Amikash.

Amikash account:

The Amikash account is not a bank account. The Amikash account allows members to take advantage of the platform by registering for free. The member accesses its account from the website www.amikash.ca and can then see the total of cashback accumulated. When a minimum of 50\$ validated cashback is reached, the amount is sent by check to the member.

ID:

A valid email address is required for free registration on the website. Once the member is registered, the identifier (ID) is used to log in the member to the website in order to use the platform.

Password:

An information requested during the registration process, in order to allow the member to log in to Amikash with the use of the identifier (ID). This information is confidential and encrypted. The technical team of Amikash can not access it. In case of forgotten password, the member can create a new one by following the indicated directives.

3. Acceptance, duration and modification of Terms of Use & Privacy

The present Terms of Use & Privacy are to establish the terms of use and availability of the platform provided by the website www.amikash.ca. Reading and accepting these Terms of Use & Privacy are needed by Amikash members in order to register on the website and to receive services from the platform.

- The registration to Amikash is forbidden to any person or entity acting in their professional activity or to any individual of under 18 years of age.
- The member agrees to forego the use of the platform in case of disagreement with one or more clauses in the Terms of Use & Privacy.
- The member agrees to indemnify Amikash for any damages resulting from its abuse of the platform.

Terms of Use & Privacy evolves and in case of changes, Amikash undertakes to inform its members before their next use, or on their first connection after that modification. Members must read and accept the Terms of Use & Privacy again before using the platform.

4. Usage of Amikash

Registration:

The member's registration on the website www.amikash.ca must be conformed in order to use the platform. The identifier must be related to a valid email address so the member can receive its registration confirmation and other communication. The member must be an adult of 18 years of age and over and commit not to use the platform for all illegal or fraudulent activity. The member must agree to these Terms of Use & Privacy. Note that participation in Amikash and the opportunity to earn cashback are offered at the sole discretion of Amikash, and the latter has the right to amend this Agreement, in whole or in part, at any time, with or without notice.

Communication:

By registering to Amikash, the member agrees to receive communication that is related to its membership, its account and newsletters. The member may choose to stop receiving newsletters, by logging in on to its account on the website or via the link at the bottom of the newsletter to unsubscribe. As Amikash must provide the member with information about its account, it is not possible to unsubscribe to these informative emails. Amikash is promising not to send unnecessarily emails to members. A member may at any time, if desired, close its account by contacting Amikash by the online chat system.

Platform description:

By using Amikash's platform, the member earns cashback, a percentage of its total online purchases, and can additionally benefit of other discounts and savings from partners stores. The cashback is accumulated into the member's account and the member can request to be paid by check sent at his home address, on every 50\$ of cashback validated.

Purchase process:

In order to calculate the cashback, it is necessary that the member log in to the platform so its purchases at partner stores can be recognized as coming from Amikash. The member must first visit the website www.amikash.ca before making its purchase.

1. The member logs in on the website www.amikash.ca with its identifier (ID) and password.
2. The member selects a partner store on the platform by clicking on the retailer's name.
3. The member is redirected to the website of the store in order to purchase.
4. During the purchase process, from the redirection to the retailer's website to the final payment, the member can not visit any other website. If this procedure failed, Amikash cannot guarantee the proper monitoring of the cookies and validation of cashback. Note that third party website used for payment, like PayPal for instance, is not a problem for monitoring the follow up.

Compatibility with smart phones:

Amikash is compatible with mobile versions of retail partner websites but not necessarily with their mobile applications. In order that the cashback earned from purchases made by mobile is taken in consideration, the member must follow the process described in the previous section "Purchase process". Like usual, the member visits the partner store page on the Amikash mobile version by clicking on the name of the retailer in order to access the store's website.

Combination with other services:

Amikash's platform cannot be combined with similar or competitive services such as other cashback or partial compensation websites. It is also possible that the platform may not be combinable with other services offering discount codes, promotions or referral services paid by a system of points or money. Unless specified in the description of the retailer's page on Amikash, the platform may not be combinable with loyalty system from partner merchants.

Earning cashback:

The cashback's payment is subject to the validated payment of the due commissions from partner stores, following purchases made by members in accordance with these Terms of Use & Privacy.

Cashback is validated when the purchase procedure is followed, the payment is accepted by the retailer, the product is delivered and there is no return or cancellation. Some retailers may take up to three months before validating commissions on modified, cancelled or returned orders, like flight bookings, holidays, cars rentals or concerts tickets. Cashback is paid once commissions are validated, after the delivery and possession of the product or service.

Within 5 working days following the validation by the partner store, the cashback is updated on the member's account balance and is shown as "Validated cashback". To be eligible to earn cashback and receive other rewards if applicable, the member must maintain an active account with Amikash and provide the necessary information to process the payment; a valid email address, a valid mailing address, full name, identifier (ID) and password. To keep the account active, the member must ensure to update its information as needed.

The member may apply for a cashback payment when its balance of validated cashback has reached a minimum 50\$. The member can do it from the tab "My Account" once logged in to the platform. An email is sent on every year quarters to remind the member to make a claim if the balance is more than 50\$ of accumulated and validated cashback.

Ethics and morality:

Amikash expects from its members an exemplary behavior, particularly with respect on claims for cashback errors. Before making a claim, the member agrees to have used the platform as stated in those Terms of Use & Privacy.

- Amikash reserves the right to ask the member supporting evidence of order, delivery and/or payment for orders placed on Amikash platform to ensure proper payment of commissions by retail partners.

- Amikash reserves the right to refuse payment of cashback if the member does not comply with the Terms of Use & Privacy of the platform and retail partners.

An attempt to earn cashback on ineligible orders (modified, canceled, unpaid or not meeting the conditions of partnership between Amikash and retail partners) is defined as a fraud.

By accepting these Terms of Use & Privacy, the member agrees that Amikash and retail partners can pursue a member for fraudulent activities. In case of fraud, Amikash reserves the right to demand repayment of all cashback received, to close the member's account and to refuse access to the Amikash website.

Cashback payment:

The member has to request Amikash to receive its accumulated cashback . Emails are sent on every year quarters in order to remind the member to claim if more than 50\$ cashback is accumulated and validated in its account. The total validated cashback must reach a minimum of 50\$ in the member's account for it to be paid in Canadian dollars, and sent by cheque to the residential address issued by the member. The minimum of 50\$ is established by Amikash and may be subject to change at any time. If the cheque expires without being cashed or is returned to the sender, the amount will be returned to the member's account, with a fee of 10\$ for inactive account.

Note that it is possible that cashback may be delayed because of delayed treatment from some retail partners. Amikash always does everything possible to accelerate payments and maintains a list of vendors whose practices could lead to delayed cashback. Amikash reserves the right to delay the payment of cashback based on changes in policies and procedures of partner stores.

Expiration and termination of account:

After an inactivity of twelve consecutive months, Amikash reserves the right to debit the member's account of a 2\$ fee (in Canadian dollars) per month to cover the cost of managing the account until the member reactivates it by purchasing or performing an update of personal information. If the member's account balance is 0\$, the member does not owed money to Amikash for inactive account maintenance fee. After twelve months of inactivity, if no purchase was made and if no cashback was claimed, Amikash can send a cheque to the member's address if there is more than 50\$ validated cashback in its account. If the total validated cashback does not reach a minimum of 50\$, the balance of the account is paid by cheque with a 10\$ charge to cover the cost of managing the account.

After an inactivity of two years, if no purchase was made or if the total of validated cashback does not reach a minimum of 50\$, the accumulated cashback is lost. In case of total inactivity of more than two years and after related emails, Amikash reserves the right to delete the member's account of the member if no purchase was made.

Amikash authorizes the creation of a single account per individual member, identifying itself with a full name, email address and mailing address. The member must provide accurate information when registering for creating its profile. No cashback can be earned in the event of non-compliance of the registration or a usage of the platform that does not comply with these Terms of Use and Privacy.

Upon discovery of fraud (multiple accounts, false identity, payment of a non valid order), Amikash reserves the right to seek reimbursement of any amounts due and management fees generated.

Termination of Amikash:

In case of activities' cessation of Amikash, the member must have a minimum of 50\$ validated cashback in order to receive a cheque. That sum in the member's account, minus standard management fee of 30\$ will be paid and sent by cheque to the address provided by the member.

5. Limited liability of Amikash

The access to the Amikash platform is accorded in respect of these Terms of Use & Privacy by the member. In the case of non-compliance with these Terms of Use & Privacy, the access to the website may be denied without notification from Amikash. Amikash reserves the right to temporarily suspend the access to the website to perform maintenance, updates or others as needed.

A. Technical:

Amikash can not be held responsible for an access problem or bad conditions of use and operations of the platform.

- Member agrees of possible technical flaws and security risks in using an online service.
- Member agrees that itself is solely responsible for the proper functioning of its hardware and softwares.
- Member agrees that it is not possible to guarantee operation without technical defect due to regular updates of the browsers and continuous improvement of the platform.

Amikash requires no installation of software to access its platform. Members can earn cashback on their purchases using Amikash website and its mobile application. Amikash reserves the right to update or terminate applications at any time. By these Terms of Use & Privacy, the member agrees not to copy or extract the source code of Amikash for any reason. It may not rent, sell, or sublicense applications without prior of written permission. Amikash's applications, information and technology may not be exported elsewhere. All rights to Amikash applications are reserved by Amikash under Canadian laws on copyright.

B. Retail partners:

Amikash offers a platform linking partner stores and members. Amikash does not sell or resell goods, and does not approved and did not tried every products and services on its website. Information related to products and services displayed on the retail partner websites are not guaranteed to be free of errors. Amikash does not control the quality, compliance, security, solvency, adequacy or accuracy of products and services offered by partner stores. Amikash can not be held responsible for damages caused by a product or service available on its website.

Amikash cannot be held responsible for the retail partners policies related to the conduct of the transaction with the member, delivery, after sales service, newsletters, etc. Amikash cannot be held responsible for the presence of hyperlinks to other websites other than www.amikash.ca, managed by third parties such as retail partners.

Amikash cannot be held responsible for changes, interruption or withdrawal of partner stores, and for any effects on cashback caused by these changes. Amikash is not responsible for changes, termination or withdrawal of special offers on a partners website.

Amikash is not responsible for lost or stolen payments, including gift cards. Amikash is not responsible for misdirected payments or address errors made by third parties website for payment such as PayPal.

C. Updating and maintenance of the member's account:

Members must log in to the platform with password to edit its information and preferences. For safety reasons, it is recommended to memorize password and not to write it. Member agrees to protect its password and is responsible for keeping confidential its account information. Amikash is not responsible for any credits or debits made on the account by others than the member using its password. Amikash can not be held liable for damage caused by disclosure to third parties of personal information to log in to the platform.

It is the member's responsibility to regularly check its account to ensure that cashback is properly paid and that the account balance is correct. If the member believes that cashback is not properly credited, they should contact Amikash via the customer service online chat system. If the member disagrees with the adjustments made to its account, its only recourse is to withdraw from Amikash.

D. Other:

Amikash can not be held responsible for the use of information and content on the website without its prior approval. In case of harm, Amikash reserves the right to seek compensation according to the harm suffered.

Amikash can not be held responsible for any major reason (such as a war, natural disaster, revolution, etc.) leading to prevent the operation of the platform.

Members may be taxed on cashback rebates, according to the tax laws of the federal government and provincial jurisdictions. Amikash can provide this information to its members if it is known. The member is solely responsible for any tax liability.

6. The responsibility of the Amikash member

In regards of the present Terms of Use & Privacy, the member agrees to be the solely responsible for the views and opinions posted on the website and agrees not to bring any way to affect the rights and interests of third parties. Amikash cannot be held responsible for views and opinions held by members on its website. For harm to third parties caused by the views and opinions held by a member on the website, claims or lawsuits should be directed against the

member and not against Amikash.

Amikash may modify this agreement with or without notice. It is the member's responsibility to check the website regularly to determine whether the Agreement was amended. If in disagreement with any modification of this Agreement, the member shall immediately cease participation in Amikash.

7. Copy rights

Amikash is a trademark of Groupe Amik inc. All rights reserved. © 2014

Under the Copyright Act (RSC (1985) ch. C-42) of the Act on Trade Marks (RSC (1985) ch. T-13), applicable international agreements, and as stated by the Canadian Intellectual Property Office, it is forbidden for anyone, in whole or in part, in one form or another, for any purpose whatsoever:

- To reproduce, sell, lease, transmit, distribute, adapt, modify, correct, publish, copy, communicate, announce (non exhaustive - also includes any other act of nature), data, source code, presentation, the website, the platform (non exhaustive - also includes any other similar documents) without an authorization from Group Amik Inc.;
- To advertise goods or services in order to create confusion with the trademarks or trade names of Groupe Amik Inc., including but not limited to, the following: Amikash, Amikid, BeeAffi.

8. Evidence agreement

By registering, the member agrees to provide information for electronic or postal exchanges (such as emails, form submissions, downloads, software content, comments, etc.) to Amikash and agrees that this information can be used to as evidence if necessary.

9. Personal information and respect of private life

"Under the Act on the Protection of Personal Information and Electronic Documents Act (PIPEDA) (SC 2000, c. 5), and substantially similar legislation to PIPEDA apply in certain Canadian provinces," each Amikash member has the right to access and correct its personal data. Indeed, anyone who provided personal information to the website of Amikash may request disclosure by contacting Amikash via the clientele support online chat system.

The member agrees to provide reliable and accurate information, and ensures that it remains, to be saved by Amikash. The member can access, modify and delete information at any time. Amikash can not be held responsible for the loss of cashback when personal information is incorrect.

Amikash respects the privacy of personal information and agrees not to communicate personal information to third parties. The request of personal information during registration allows

Amikash to: manage members' accounts, send targeted (with agreement) promotions and to analyze statistics. Amikash asks members names and addresses to send payments and other rewards if necessary. Any other information collected by Amikash will only be used to improve the customer experiences.

Amikash may disclose partial information of its members to third parties in the following situations:

- (i) to ensure that Amikash retailers recognize the cashback to make the payment,
- (ii) to comply with a government agency or court orders or requests,
- (iii) to provide aggregated or non-customized services for advertising or marketing partner stores,
- (iv) for Amikash retailers to contact members.

A member may at any time cancel its subscription to the newsletter and promotional offers emails, from Amikash or retail partners.

11. Claims and applicable law

In case of any dispute in connection with these Terms of Use & Privacy, Amikash counts on the member to contact them first. All claims in connection with the operation of the platform such as cashback rebates, discounts, transfers to bank accounts or others, must be submitted by the clientele support online chat system. Requests for products and after-sales service are immediately transmitted to retail partners. Amikash is committed to ensure the follow up with traders quickly and effectively.

In case of any dispute, Amikash and members undertake to agree to a mutual agreement with the use of mediation in the Code of Civil Procedure, RLRQ, chapter C-25 in order to avoid legal proceedings. The member's account may be temporarily blocked during such a procedure or during any claim. Any dispute related to these is governed by and shall be construed in accordance with the laws of the Province of Québec and must be submitted to the courts of the Province of Quebec.

12. Severability

The invalidity, lapse, no binding or unenforceability of any one of the provisions of these Terms of Use & Privacy shall not affect the validity of others.

The website www.amikash.ca is published by

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