

Welcome to Raise5. By using the Raise5.com website, you are agreeing to the following:

1. BACKGROUND

1.1 Spirit and aim of RAISE5 (“a service by Raise5 Inc.”). RAISE5 is a platform whose aim is to help individuals leverage their time and talents to support the causes they care about.

1.2 Marketplace. RAISE5 is a web platform that enables individuals to raise funds to support charitable and non-profit organizations (the “Marketplace”).

1.3 Participation. You are a user and a participant in the Marketplace (“You”). You can use and participate in the Marketplace by: (i) offering and/or providing, a service or item (the “Benefit”) to be purchased by another user (the “Buyer”) in which the proceeds are forwarded by RAISE5 to a charitable or non-profit organization (the “Organization”). You can participate in the Marketplace as a Provider, as a Buyer, or as both a Provider and a Buyer.

1.4 Feedback. From time to time, You may choose to ask, make or provide questions, suggestions, ideas, comments, recommendations, feedback, request or other information relating to the Marketplace (the “Feedback”) to RAISE5. By providing any Feedback to RAISE5, You: (i) agree that the Feedback is not confidential; and (ii) assign all right, title and interest in and to the Feedback to RAISE5, including any developments based on the Feedback or intellectual property rights therein. RAISE5 shall be entitled to the unrestricted use and dissemination of any Feedback for any purpose without any acknowledgement of or compensation to you.

2. SERVICES AND EXPECTATIONS

2.1 RAISE5 Services. Subject to the terms and conditions of the Agreement, RAISE5 will: (i) provide a list of Organizations from which You can select the proceeds of your Benefit be forwarded to, this list may be revised by RAISE5 from time to time; (ii) facilitate connections between Providers and Buyers through the Marketplace; (iii) manage the transfer of the funds (the “Donation”) to the Organizations; and (iv) maintain and provide access to the Marketplace (the “RAISE5 Services”).

2.2 Exclusions. RAISE5 does not: (i) provide any Benefit to Organizations; (ii) make any warranties, representations, endorsements or guarantees for the fitness for purpose or suitability for any requirement, quality or safety of any Benefits offered on the Marketplace; (iii) make any warranties, representations, endorsements, recommendations, support or verifications of the good standing of any Organizations listed on the Marketplace; (iv) act as a contractor between Provider and Buyer; or (v) issue a tax receipt for Benefits or Purchases.

2.3 Expectations of You. Subject to the terms and conditions of the Agreement, whether You are a Buyer or a Provider, You: (i) acknowledge and agree that RAISE5 and the

Marketplace are dependent on their reputation for excellence; (ii) will conduct any actions that are associated with or related to RAISE5 in accordance with the spirit and aim of RAISE5; (iii) will not conduct any activities that may cause harm to the reputation for excellence of RAISE5 and the Marketplace; (iv) will not conduct any illegal or unethical activities in relation to RAISE5 or the Marketplace; and (v) will not use RAISE5 or the Marketplace for any illegal or unethical purpose.

2.4 Expectations of Provider. Subject to the terms and conditions of the Agreement, if You are a Provider, in addition to Section 2.3. above, You will: (i) deliver the Benefit to the best of Your ability and in a timely fashion; (ii) indicate to Buyer the safety and quality of the Benefit that You are providing; (iii) be jointly responsible with Buyer for ensuring the safety and quality of the Benefit that You provide to Buyer; and (iv) recommend to RAISE5 the Organization to which RAISE5 will forward the Donation in accordance with section 3 of the Agreement.

2.5 Expectations of Buyer. Subject to the terms and conditions of the Agreement, if You are a Buyer, in addition to Section 2.3 above, You will: (i) treat Provider and the Benefit provided by Provider with respect; (ii) do your own review and due diligence about the Provider you select and the quality of the Benefit provided by Provider; (iii) acknowledge and understand the safety and quality of the Benefit provided by Provider; (iv) be jointly responsible with Provider for ensuring the safety and quality of the Benefit that You receive from Provider; and (v) submit to RAISE5 the funds to be transferred by RAISE5 to the Organization.

3. DONATIONS AND PAYMENT

3.1 Donations and Administrative Fee. All transactions will be made to RAISE5. RAISE5 will retain a portion of the Donation as an administrative fee to support RAISE5's operations, and RAISE5 will forward the remainder of the Donation to the Organization selected by Provider.

3.2 Forwarding of Donations to Organizations. RAISE5 will use reasonable efforts to forward the Donation to the Organization selected by Provider. In situations where it is not possible for RAISE5 to transfer the Donation to the Organization recommended by Provider (including, without limitation, where an Organization has ceased to carry on operations), RAISE5 has the right to forward the Donation to another Organization RAISE5 deems appropriate and in line with the spirit and aim of the original Organization.

3.3 Refund policy. In the event of a problem with a transaction, Raise5 encourages the buyer to resolve the situation with the service/product donor. If a situation cannot be resolved directly between the buyer and the service/product donor, then you may opt to use the processes Raise5 provides to determine a resolution by submitting a request for refund to (refund@raise5.com)

If a case is escalated to Raise5, the service/product donor may be asked to provide Raise5 with additional information (for example: proof of shipping and/or delivery) to help resolve the dispute. In the case where Raise5 finds that the promised service/product was not delivered it

may issue a refund to the buyer

A buyer has a limited timeframe in which to report a problem and open a dispute case:

- If the product donor states a ships-by date using the tools provided by Raise5, then the dispute timeframe is relative to that date. The buyer may open a case after the ships-by date or after the product donors marked the order as shipped, whichever is sooner. The option to report the problem is available for 30 days.
- If no ships-by date was specified using the tools provided by Raise5, the buyer may report the problem no sooner than 7 days and no later than 30 days after the transaction date.

4. MARKETPLACE

4.1 Expectations of the Marketplace. By participating and using the Marketplace, you:

- (i) represent that You are 13 years of age or older;
- (ii) are providing true, accurate, current and complete information about Yourself as prompted by the registration form for the Marketplace and will maintain and promptly update such information to keep it true, accurate, current and complete;
- (iii) are solely responsible for Your interactions with other users of the Marketplace and You will treat other participants of the Marketplace in a respectful and courteous manner;
- (iv) acknowledge and agree that: (a) any information or communication posted by You on the Marketplace are public and not private communications, and RAISE5 is not undertaking any obligation or liability relating to any information or communications provided by You or other users of the Marketplace; (b) RAISE5 reserves the right to monitor and remove, without notice, all communications and information provided by You on the Marketplace, including, but not limited to, chat and message board communications, (c) RAISE5 has no obligation to delete information or communications on the Marketplace that You may find objectionable or offensive;
- (v) will use the Marketplace only for lawful purposes, and without limiting the generality of the foregoing sentence, You shall not use the Marketplace for the purpose of transmitting, storing or otherwise dealing with material: (a) in a manner that violates any applicable law, rule, statute or regulation; (b) in a manner that infringes the intellectual property rights of others; (c) in a manner that violates or infringes any privacy, publicity or other personal rights of others; (d) in a manner that is obscene, threatening, abusive or otherwise antisocial; or (e) which contains a virus, worm, or other harmful component;
- (vi) may not send unsolicited e-mail, chat or other similar messages, such as bulk commercial advertising or informational announcements ("Spam") in a manner that could be reasonably expected to adversely impact the Marketplace, including but are not limited to, using an e-mail account to send Spam, using another provider to send spam, or promoting a site hosted on or connected to the Marketplace in order to: (a) send e-mail messages which are intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he or she does not wish to receive them, (c) send messages with forged, altered or removed header information, (d) send malicious e-mail, or (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider;

(vii) will not post, email, or otherwise make available content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

4.2 Passwords. You will receive a password upon completing the Marketplace registration process. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under Your password or username. You agree to immediately notify RAISE5 of any unauthorized use of Your password or account or any other breach of security. You agree to immediately cease use of Your password upon termination of the Agreement.

5. TERM AND TERMINATION

5.1 Term. The Agreement will commence once You have clicked to accept or agree to this Agreement and will continue unless terminated by You or RAISE5 in accordance with sections 4.1(vii), 5.2 and 5.3 below (the "Term").

5.2 Right of Termination. Either party may terminate the Agreement at any time by giving notice of termination to the other party.

5.3 Termination for Bankruptcy or Material Default. Either party may terminate the Agreement immediately by giving notice to the other party, if the other party: (i) ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver that is not dismissed within 30 days; or (ii) is in material default of any provision of the Agreement that is not cured or addressed to the satisfaction of the non-defaulting party (acting reasonably) within 20 days following written notice of the default from the non-defaulting party.

5.4 Survival. Those sections which by their nature should survive the termination or expiration of the Agreement will survive termination or expiration, including sections 4.2, 5, 6, 7, 8, 9, 10 and 11.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information. Confidential information includes any and all information and materials, that: (i) are designated in writing, as confidential at the time of disclosure; (ii) if disclosed orally or visually, are designated (in the same manner) as confidential at the time of disclosure; (iii) any personal information which is required to be protected pursuant to the Personal Information Protection and Electronic Documents Act, S.C. 20000, c. 5, as amended from time to time, or any other applicable laws and regulations pertaining to the protection of personal information ("Personal Information"); or (iv) a reasonable person, having regard to the circumstances, would regard as confidential (the "Confidential Information"). Personal Information is a subcategory of Confidential information.

6.2 Exceptions. A party's Confidential Information does not include information which: (i) is placed in the public domain by that party; (ii) at the time when it is disclosed or access is granted to the other party, is known to the other party free of any restrictions; (iii) is independently developed by the other party through individuals who have not had either direct or indirect access to the disclosing party's Confidential Information; or (iv) is disclosed without any restrictions to the other party by a third party who has a right to make such disclosure to any Person.

6.3 Operation of Law. A party will not be liable for the disclosure of the other party's Confidential Information, if the disclosure is required by any law which is applicable in the Province of Ontario, provided that the party, to the extent permitted by such law, notifies the other party as soon as it becomes aware that any such requirement has been or may be imposed.

6.4 Keep Confidential. Each party will: (i) use the other party's Confidential Information only in accordance with the Agreement and only for the purpose of fulfilling its obligations and exercising its rights under the Agreement; (ii) at a minimum, use a reasonable degree of care to protect the other party's Confidential Information; and (iii) disclose the other party's Confidential Information only to its Representatives who have a need to know for purposes described in (i) above and are obligated to keep the Confidential Information of third parties confidential at least to the same extent as set forth in the Agreement.

6.5 Personal Information. In addition to the obligations of each party with respect to Confidential Information, each party will comply with all applicable obligations under the Personal Information Protection and Electronic Documents Act, S.C. 20000, c. 5, as amended from time to time, or any other applicable laws and regulations pertaining to the protection of personal information.

6.6 Relief. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any unauthorized copying, use, disclosure, access or disposition of that Confidential Information will cause irreparable injury to the other party. Consequently, each party agrees that in addition to any other remedies that the other party may have with respect to any unauthorized use or disclosure of its Confidential Information, the other party will be entitled to seek injunctive and other equitable relief, as a matter of right.

7. CONTENT

7.1 You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Marketplace, are the sole responsibility of the person from whom such content originated. More specifically, you are entirely responsible for each individual item ("item") of content that you post, email or otherwise make available via the Marketplace. You understand that RAISE5 does not control, and is not responsible for content made available through the Marketplace. RAISE5 will not

monitor, exercise control over, or review, evaluate, or assess any user content. You acknowledge that RAISE5 does not pre-screen or approve content, but that RAISE5 shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any content that is available via the service, for violating the letter or spirit of the Agreement or for any other reason. As between you and RAISE5, you have complete responsibility for any claim that any user content was unlawfully or improperly delivered, received, stored, processed, copied, adapted, reproduced, published, transmitted or divulged, and any other similar claims arising out of your or another party's proper or improper use of user content.

8. PROPRIETARY RIGHTS

8.1 The Marketplace is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Marketplace is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of RAISE5 and agree to abide by any and all copyright notices displayed on the Marketplace. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Marketplace. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Marketplace.

8.2 Although RAISE5 does not claim ownership of content that its users post, by posting content to any public area of the Marketplace, you automatically grant, and you represent and warrant that you have the right to grant, to RAISE5 an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said content and to prepare derivative works of, or incorporate into other works, said content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting content to any public area of the Marketplace, you automatically grant RAISE5 all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the content on the Marketplace by any party for any purpose.

9. WARRANTIES

9.1 RAISE5 Services. RAISE5 represents and warrants to and covenants with You that the RAISE5 Services will be performed in a professional manner.

9.2 Disclaimer. WITH THE EXCEPTION OF ANY EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THE AGREEMENT, RAISE5 EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS WITH RESPECT TO THE BENEFITS, DONATIONS, PROVIDERS, BUYERS, RAISE5 SERVICES, THE MARKETPLACE OR OTHERWISE ARISING FROM OR RELATING TO THE AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT,

STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. INDEMNITY

10.1 Indemnity. You agree to defend, indemnify and to save harmless RAISE5 and its affiliates and their respective directors, officers, employees, subcontractors and agents in respect of any claim, suit, proceeding, demand, action or loss that results from any breach of the terms of this Agreement, or acts or omissions in connection with this Agreement, of You or Your affiliates or Your/their respective directors, officers, employees, subcontractors or agents.

11. LIMITATION OF LIABILITY

11.1 Indirect Damages. NEITHER PARTY (INCLUDING ITS REPRESENTATIVES) WILL BE LIABLE TO THE OTHER IN ANY WAY WHATSOEVER, FOR LOST PROFITS OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. THIS LIMITATION WILL APPLY WHETHER OR NOT THE DAMAGES ARE FORESEEABLE OR THE DEFAULTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Direct Damages. YOU (INCLUDING YOUR REPRESENTATIVES) WILL BE LIABLE TO RAISE5 FOR ANY CLAIM, ACTION OR DEMAND ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY OBLIGATIONS UNDER THE AGREEMENT ("CLAIM"), INCLUDING, WITHOUT LIMITATION, SUCH DIRECT DAMAGES AS ARE INCURRED BY THE CLAIMING PARTY. RAISE5 (INCLUDING ITS REPRESENTATIVES) WILL NOT BE LIABLE TO YOU IN ANY WAY WHATSOEVER FOR ANY CLAIM.

11.3 Limit. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF RAISE5 (INCLUDING ITS REPRESENTATIVES) TO YOU (INCLUDING ITS REPRESENTATIVES), FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT, EXCEED AN AMOUNT EQUAL TO \$100.00.

11.4 THE LIMITATIONS OF LIABILITY SET OUT IN SECTIONS 11.1, 11.2 AND 11.3 DO NOT APPLY TO: (i) ANY CLAIM FOR ANY PAYMENTS DUE AND OWING BY YOU TO RAISE5 FOR RAISE5 SERVICES PROVIDED BY RAISE5 IN COMPLIANCE WITH THIS AGREEMENT; (ii) ANY CLAIM ARISING FROM FRAUD OR WILFUL MISCONDUCT; OR (iii) ANY CLAIM FOR WHICH A PARTY IS REQUIRED TO PROVIDE AN INDEMNITY PURSUANT TO SECTION 10.

11.5 Application. THE FOREGOING PROVISIONS SET OUT IN THIS SECTION 11 WILL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION.

12. GENERAL

12.1 Notices. Any notice given pursuant to the Agreement will be by electronic email to: (i) You, at the email address provided by You when You complete the Marketplace registration process; and (ii) RAISE5, at: info@raise5.com Either party may designate a different email address by notice to the other party given in accordance with this section.

12.2 Entire Agreement. The Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior or contemporaneous negotiations, understandings and agreements, written and oral, regarding its subject matter. The Agreement may be changed by RAISE5 from time to time.

12.3 Waiver. No term of the Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of the Agreement may be waived except in a writing signed by the party waiving enforcement.

12.4 Assignment. You may not assign its rights or delegate its duties under the Agreement, either in whole or in part, without the prior written consent of RAISE5. Subject to that restriction, the Agreement will be binding on, will inure to the benefit of, and will be enforceable against the parties and their respective successors and assigns.

12.5 Governing Law. The Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, the Agreement.

12.6 Disputes. In the event of a dispute, the party who wishes to raise the dispute will give notice of the dispute to the other party. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within 5 Business Days of the dispute arising, an executive from each party will meet and attempt to resolve the dispute. If the executives fail to resolve the dispute within 10 Business Days of that meeting, then the dispute shall be submitted, at the option of either party, to binding arbitration in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, Chapter 17 (Ontario), as amended from time to time. The arbitration will: (i) be before a single arbitrator appointed in accordance with the Arbitration Act unless RAISE5 and You agree in writing on the arbitrator; (ii) take place in Toronto, Ontario at a time, date and place specified by the arbitrator unless otherwise agreed in writing by RAISE5 and You; (iii) be final and binding and may be enforced in the same manner as a judgment or order to the same effect, and no appeal shall lie therefrom except on questions of law or the jurisdiction of the arbitration; and (iv) be governed in its procedure and substance by the laws of the Province of Ontario.

12.7 Interpretation. The headings used in the Agreement are for convenience of reference only. No provision of the Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout the Agreement, the term "including" or the phrases "e.g.," or "for example" have been used to

mean “including, without limitation”.

12.8 Relationship. The Agreement will not establish any relationship of contractor, partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other without the other party’s prior written consent.

12.9 Force Majeure. Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 30 days).

13. MODIFICATIONS TO THIS AGREEMENT

13.1 We reserve the right, at our sole discretion, to change, modify or otherwise alter this Agreement at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the Agreement at:
<http://raise5.com/agreement>