



Terms and Conditions of Use

WTN Pay Canadá (in succession to the “Company”) puts at your disposal the present terms and general conditions of use (in addition to the “Terminos y Condiciones”) which will be applicable to the use of the “WTN Pay” application (la “Application”), from the website <https://wtnpay.com/canada.html> (the “Site”), as well as all the contents, products, services and functions available through the Application and/or the Site (together with the Application and the Site, the “Services”).

By clicking on the box with the legend “He reads and accepts the Terms and Conditions”, you accept and are bound in accordance with the present Terms and Conditions, acquiring the status of user (the “User”).

Likewise, for the sole purpose of downloading, installing, accessing or using the Services in any way, it implies that the User fully and unconditionally understands and accepts all and each of the general and particular conditions included in these Terms and Conditions.

If you do not accept these Terms and Conditions, you will not have to click on the box with the legend “He reads and accepts the Terms and Conditions”, and you will have to refrain from using the Services.

GENERAL PROVISIONS.

Services may only be used for lawful purposes. The content, information and material that the company puts within reach of the user through the application and/or the site contains elements supported by intellectual property standards, including protection of software, brands, photographs, logos, designs, graphic images, music and sound, unless this description implies a limitation of some nature. Parents or guardians of minors will be responsible for the acts performed according to the provisions of these Terms and Conditions, including damages caused to third parties, acts that are prohibited by law and/or by the provisions of these Terms and Conditions, without prejudice to the user's own responsibility, whenever the legal representative of the minor offender is in the priest's office.

SERVICES.

Through the application and the site, the company offers its users and customers the services, which consist, among others, of putting at the disposal of the users a loyalty program and benefits through the application and/or the site. The company will offer promotions, discounts and loyalty programs for a network of commerce affiliated with different categories through the application (together with the “Promociones”). In this sense, users who have downloaded the application or who enter the site will be able to access the different promotions offered by them, using the method of reinstatement of money or "cashback" ("Cashback System"), es decir, each customer that acquires a product or service through the application will pay the totality of the price of the product and/or the service received in the digital account of the application (the “Digital Account”) and the amount of the report mentioned in the promotion. In this sense, the user will be able to accumulate the different descriptions/cashback in the digital account in order to be able to use them in any of the network of commerce mentioned in the application at the time of purchase or use of services. Likewise, through the use of services, users can (but not necessarily will) obtain various benefits such as exclusive offers. The user expressly acknowledges and agrees that the company may obtain remuneration from third parties who design to provide the promotions and that any benefit/discount granted to the user by the services, may or may not, at the sole decision of the company, keep proportionality with the benefits that the company obtains from said third parties. Asimismo, taking into account the consumptions made by users through the application and/or the Site, in the initial screen of the application and of the site, those loyalty programs of commerce adhered to in the which the user is about obtain a certain prize (“Prizes”). Users will be able to find all the advances in the loyalty programs of their trades adhered to according to their “status” and their proximity to an award. The delivery of such prizes will depend on the exclusive responsibility of the commerce adhered in the siendo by ende responsible under the concept of some company.

CASHBACK.

The user by means of the use of the services and following the availability of the terms of the different promotions offered through the mismos, will be able to obtain the reintegration of a percentage of the purchase, which will be accredited in the digital account, where it is possible to discount, correspond, el Costo del Servicio (according to the term, it is defined as more ahead). The reintegrates will be accredited in the digital account until 24 hours after the purchase is made, the use of services in the adhered trades (“Security Place”), during this period the reintegrators will appear on the application and on the site as “Pending Balance”. For the security of users and services, during 24-hour consultations, the company will check that the “Pending Balance” is not due to a mistake or fraud committed in any transaction in which case you may not require consent from any of the users to modify/delete this statement. “Outstanding Balance”. Users in the right to say something about “Pending Balance”, cannot use the same thing until it is effectively believed in the digital account. Said reintegrated can be accumulated and used in any of the commerce adhered to the application a la close del canje, as well as those prizes that were obtained by the users through the fidelity programs of los commerce adhered to the application. The user who wants to make use of the benefits accrued in his digital account and/or the prizes obtained will have to inform the amount indicated by the user at the time of making the purchase. The user will receive a notification requesting verification of the operation; In case the operation is not verified by the user, the trade will not be able to carry out any type of descuento or award prizes through the application. The records accumulated in the digital account of each user can only be used for the acquisition of products or services of the network of commerce adhered to the application to the close of the canje. Asimismo, disclaimers or reintegrations can be transferred through the application and/or the site among different users. The credits accumulated in the digital account are for exclusive use within the application or the site. The adhered trades will carry out the report equivalent to the sum indicated by the user according to the reports accumulated in the digital account. In the event that for any reason the company decides to definitively provide the services, the company will notify its users of the place for which they will be able to cancel their findings in the adhered trades, expiring the period of closed orders without any responsibility for the company. The company will be able to add, modify or suspend the promotions offered in the application and/or in the site at any time by means of simple notice by means of the application or the site. Likewise, the company does not guarantee that the user will be able to use the discounts accumulated in its digital account to obtain discounts on the adhered trades, since this is the exclusive decision and responsibility of the adhered trades, in which the products, services, discounts or promotions will be always available.

COST OF USING LOS SERVICES.

As consideration for the use of the Digital Account and the Provision of Services, the merchants will pay a commission of **4.99 %** (four with ninety and one hundredths) on the final price of each sale or the provision of services that they carry out through the Application and/or the Sitio (in front of the “Costo del Servicio”). The Service Cost will be automatically withheld to the merchants at the time of making the sale, crediting in the Digital Account, during the course of the Security Place, and the reintegration applicable to the promotion used less the service cost at up to 24 hs. At the time of carrying out any operation that is achieved by the Costo del Servicio, the user will have access to a detail of the cobro del mismo.

CONTAINERS - PROMOTIONS.

The contents, descriptions and promotions shown in the application and/or on the site may be suitable for third parties, and may include all types of files such as texts, images, sounds and videos, as well as links to other sites or applications ajenos to the company. Access to any content, description and/or promotion including the links shown in the application or in the site are optional, and under the risk and exclusive responsibility of the user, who recognizes at all times absolute discretion to activate or in the said links . For the above, and whenever the company does not have control over the contents and/or promotions, including the sites or applications to which the links

derived from the user, the company will not be responsible for the contents, promotions, discounts, materials, actions and/or services provided by the mismos, nor for damages or losses caused by the use of the mismos, whether caused directly or indirectly. The presence of links to other websites or applications does not imply a company, relationship, approval, sponsorship or company support for these sites, platforms and/or their contents. The promotions available in the application or the site will be subject to the availability or validity of the same as provided in the respective terms and conditions of each one of the promotional guidelines. The company does not guarantee that the promotions will satisfy the user's requirements or that it says promotions without interruptions, for which the company reserves the right to suspend any promotion at any time without responsibility. Any type of copying, distribution, transmission, retransmission, publication, printing, diffusion and/or commercial exploitation of the contents, advertisements, discounts and/or promotions available to the user through the application and from the site is strictly prohibited. without prior express and written consent from the company or, in this case, from the holder of the corresponding intellectual property rights. Failure to comply with the aforementioned will subject the offender to all civil claims and criminal sanctions that may correspond in accordance with applicable legislation.

REGISTRO DEL USUARIO.

In order to be able to have access to the Services, the user must access the application and/or the site through the creation of a user in the application, entering the mobile number of the indicator, their mobile number, their complete name, your e-mail, your country, your country's currency and set a 4-number PIN. The user recognizes that the information provided about the earthquake, to enter the application and/or the site, is true, correct, current and complete, being civilly and criminally responsible for providing the information, so it is manifested to have read, understood and accepted the Policy of Privacy that is at your disposal in the application and in the site. In the event that the user information at the time of registration is false, erroneous or incomplete, in such a way that it is impossible to verify and identify the user, the company will have the right to suspend or cancel the user account immediately, without prior notice required, the user being responsible at all times for the damages finally caused. The veracity and authenticity of the data provided by users is an essential requirement for maintaining the record. Notwithstanding the foregoing, the use of services departs from good faith between the parties, as a result of which the company will not be obligated (although it will retain the right, exercised at any time) to verify the authenticity of the information provided by the user and/or the application used by the user to access services. Through your account, the user can, among other things, access and modify or update their information at any time, and in general access the services and contents of their interests. The user is responsible for the protection of the confidentiality of the password of the application. The user expressly authorizes the company to maintain in its registry the totality of the information provided by the user, also authorizes the company to provide information on this registration to:

- authorities that request it as permitted by the legislation in force,
- the providers of promotions, in particular, those whose information is accessed by the user or information linked to or related to misma, and
- to its strategic, commercial or technical associates with the purpose of offering better services and/or promotions to users and third parties, in compliance with the provisions of the Privacy Policy. Furthermore, the user expressly allows the company to compile information to carry out traffic tracking, with the intention of identifying groups and user profiles, as well as for advertising purposes. The user will be solely responsible for all operations carried out on the account, access to the same is restricted to the entry with the user and password and/or use of the application with the application's entry and/or el sitio, expressly releasing the company from any type of responsibility. The user account is personal and non-transferable, so that in no way can you accumulate or exchange findings with no other benefit between different accounts. The user can cancel his account or uninstall the application of his mobile equipment at any time, without prejudice, the company will not be responsible for any loss of the losses and other

benefits accrued by the user in this account, so that for no reason the user can request the company for reimbursement, replacement or compensation for said discounts or lost benefits.

ACCESS AND USE OF THE SERVICES.

It is strictly prohibited for the user to violate or attempt to violate the security of the application or the site, including, without limitation: accessing data not intended for the user or starting a session on a server or saying that the user is not authorized to enter, attempt to interfere with the service to any user, accessed or red, including, without limitation, by sending a virus to the site, spam, sending unsolicited mail, including promotions and advertising of products or services, falsifying any TCP/IP or any part of the information of the head in any electronic mail or the news group, as well as the use of robots or any other automated medium to access or use the services. The user undertakes not to use any device, software or routine to interfere or attempt to interfere with the correct use of the services or any activity carried out in mismo. Each user will be responsible for the mobile equipment, equipment or devices and telephone and internet services that may be required for perfect access to the use of the services. The user will be solely responsible for any damages that his equipment may suffer due to the misuse of any hardware, software or due to the malfunction of his telephone and internet connections. Any violation of the system or the security network of the application or the site may give rise to the initiation of any civil or criminal liability procedure against the user. The user recognizes that at any time there could be interruptions in access and/or use of services for reasons outside the company's control. In this sense, the company will not be responsible for the loss of data or any inconvenience that the user suffers due to the aforementioned interruptions. Likewise, the company will be responsible for the loss of data that the user may suffer during the transmission of information via the iInternet. For the above, the company is not responsible for any damage, damage or loss to the user caused by failures in the system, in the server or in the internet. The user will not be able to impute any responsibility to the company and will not demand payment of damages or damages, due to technical difficulties or failures in the systems or on the internet. The company does not guarantee access and continued or uninterrupted use of the services. The system may eventually not be available due to technical difficulties or internet failures, or because of any other circumstances that affect the company; In such cases, an attempt will be made to restore it with the greatest possible celerity without the possibility of imputing some type of responsibility to the company. The company will not be responsible for any error or omission contained in the application or in the site. The company can, at any time, use its exclusive criteria, discontinue, suspend, terminate or change the form of access to the application or the site with a relationship to any content, promotion, period of availability and equipment necessary for access and/or use of the services. The company reserves the right to discontinue the dissemination of any information, change or eliminate transmission methods, change the data transmission speed or change other signal characteristics.

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INTELLECTUAL PROPERTY.

The software associated with the application, the site, as well as all the contents and promotions available on the same, including the links, are, for the purposes of this document, exclusive property of the company and/or of the third parties that provide said contents and /o Promotions, being protected by laws and international treaties regarding copyright, trademarks, patents, models and industrial designs applicable in the Canadá. Copying, distribution, transmission, publication, connection or any other type of modification of the application, the site or the contents and/or promotions without express and prior authorization from the company or, in your case, from the holder of them corresponding property rights. Any violation of the provisions of this number will constitute an infringement of the rights of intellectual property and will subject the user to the administrative, civil and penal sanctions that may be applied. The company reserves all rights not expressly granted under this document.

In this sense, the user declares and acknowledges that the download and/or access to any content of the application or the site does not confirm some property about it. Any trademarks displayed in the application, the site or in any link shall not be considered as public domain and are the exclusive property of the company and/or the third party contractors of the company. The company does not have any responsibility to provide the user with cualesquiera indications that help to identify the content as protected by intellectual property rights. The user will be solely responsible for any type of damage to third parties resulting from the violation of intellectual property rights, as a result of the unauthorized use of the contents and/or promotions.

LICENSE TO USE.

By means of this document and subject to compliance with these terms and conditions, the company grants in favor of the user a limited, non-exclusive, non-transferable, non-sublicensable, revocable, indefinitely revocable personal license to (i) download, install and use the application on a mobile device, or to access services via the site, and (ii) to use the services; In both cases, the license will be for the personal use of the user and in no case it can be sublicensed, resold or in any other way exploited without the prior written consent of the company.

Any unauthorized use of the services or in contravention of the present Terms and Conditions will give rise to immediate termination and without the need for a judicial resolution of the license granted in favor of the user in accordance with the previous paragraph.

UPDATES.

The company may, but will not be obligated, at any time, to carry out modifications, add or improve the services, including without limitation, the contents and/or promotions as well as the functions and versions of the application software and the site en general (the "Updates"). Tips for updates have the objective of improving the services for the benefit of the user, as well as showing content and/or promotions and agreements with the interests of users at all times, or, in this case, repairing any failures that could be presented in the application or the place. When there is an update available for the user's mobile equipment, the company will notify the user's situation by means of the application, the site, electronic mail, text message, or by any other means of communication provided by the user. The company reserves the right to establish some consideration in charge of the user for the unloading and installation of any update. The user understands that some updates may be indispensable for the continuity of the provision of services in his favor, so in case the user refrains from downloading and installing any update, the application or the site could your mobile device. In this sense, the company will not be responsible for any damage and/or loss that may be caused by the user as a result of the omission in the download and installation of any update. The present terms and conditions will be applicable for any update of the services, unless stipulated otherwise, so that in case the user downloads and/or installs any update, it will be understood that he accepts the same.

PRIVACY.

The company will implement all possible measures to maintain the confidentiality and security of the information of the user, but will not be responsible for the damages and/or damages that could be derived from the violation of these measures by third parties by any medium (including the use of networks public

or the internet to change security systems and obtain access to user information). Without prejudice to the above, the use of the services is conditioned to the reading and acceptance by the user of the Privacy Policy, which is available both in the application and in the site.

CONTINUITY OF SERVICES.

The User recognizes that they could present themselves:

- interruptions in the provision of services or during the updates, or, even,
- other events that occurred due to causes outside the control of the company.

In this sense, the user declares and accepts that the company will not be held responsible for the data that could be lost or damaged during the transmission of information via the internet, the provision of services or the updates.

The company is exempt from any responsibility that occurs for interruptions or suspensions of the internet access service caused by the failure in the telecommunications system, in the electricity supply, fortuitous cases or of a mayor or a third party action that can be disabled los equipos que supply el acceso a la red. As part of the expuesto, the company is not responsible for any damage, damage or loss to the user caused by failures in the system, in the server or in the internet itself. The company will also be responsible for any virus that could infect the user's equipment as a result of access, use the examination of the services or the root of any transfer of data, files, images, texts, or audio contained therein. The company does not guarantee access and continuous or uninterrupted use of the services. The application, the site or any update to the mismos may eventually not be available due to technical difficulties or internet failures, or for any other circumstance sets the company apart; In such cases, an attempt will be made to restore it with the greatest possible celerity, without causing any type of responsibility for the company. In this sense, users will not be able to hold any responsibility for demanding damages and/or damages due to technical difficulties, failures in the systems or on the internet, and/or the interruption of services for any reason.

The company may, at any time, use its exclusive criteria, to discontinue, suspend, terminate or change the form of access to the Services with relation to any content, promotion, period of availability, updating and equipment necessary for the access and/or use of this. The company reserves the right to discontinue the dissemination of any information, promotion, change or eliminate transmission methods, change the transmission speed of data or other signal characteristics.

LIMITS OF LIABILITY AND WARRANTIES.

El The user understands and agrees that the access and use of the services is carried out under his exclusive criteria and under his own risk and that he will be solely responsible for any damages caused to his computer system or to his mobile equipment, as well as any data loss resulting from the use of services or downloading of materials or data contained in the application, the site or the links provided in the application and/or in the site. Under no circumstances the company, its affiliated companies, subsidiaries, successors, assignees, directors, shareholders, advisers, employees, employees, agents, appointees or representatives will be responsible for any damage, whether directly or indirectly, as a result of good use, or inappropriate use of services, including but not limiting the use of contents and/or promotions available through the application or the site.

The user declares and accepts that, at all times, he will keep the company, its affiliated companies, subsidiaries, successors, assignees, directors, shareholders, advisors, employees, employees, agents, owners or representatives, (hereinafter jointly referred to as “Beneficiaries”), of all damages, damages and expenses incurring the beneficiaries in relation to any action, demand, procedure, court or appeal (including the legal and legal fees involved) derived from the use of los servicios, de la application and/o el sitio, de los descuentos y/o promociones, de la violación de las Términos y Condiciones, la violación de los rights de los derechos de cualquier otra persona o el entity, or any violación de las declarations, guaranties y agreements made by the user in the present. The limitations of liability described in the present section shall apply as well as respect to the losses, damages and losses suffered by the user or any third party in relation to the contents, prizes, promotions, products, services, offers or promotions sold or supplied by third parties through the application and/or on site. Without prejudice to the aforementioned, in any other case, the user acknowledges and accepts that the company's liability will be limited to the amount that has been paid by the user to the company for any services provided by the company that is the object of the complaint.

MODIFICATIONS.

The present Terms and Conditions constitute the integral agreement between the user and the company related to the subjects contained in the same. The company reserves the right to, at its sole discretion, add, amend or otherwise modify this document without prior notice, upon publication in the application or on the site. As part of the report, it is recommended that the user regularly read this document in order to keep informed of any changes. If any modification to this document is made and the user will continue to use the services, it will be understood that the user has read and accepted the new Terms and Conditions.

COOKIES.

The user who uses the services expressly agrees to receive cookies that are transmitted to the company's servers as mentioned in the Privacy Policy.

FINAL PROVISIONS.

The user accepts that, in addition to these Terms and Conditions, the use of the application is subject to the terms and conditions applicable to the platform or servers of the user's mobile device (for example: App Store, Play Store, Amazon APPs, etc.).

For everything related to the compliance and the interpretation of these Terms and Conditions, the parties are subject to the jurisdiction of the courts of the city of Ottawa, Canadá waiving in this act any jurisdiction that could correspond to them. Likewise, the parties understand that the present Terms and Conditions will be governed by the laws of the Canadá. No user may assign or transfer in favor of any third party his rights and obligations pursuant to the present, without prior written authorization from the company. The company may freely assign its rights and obligations to any third party. The user may, at any time, cancel his registration with the service by means of a simple written communication addressed to the customer service area of the company, without prejudice to the obligations assumed until the close of his exclusion.

The user in this act accepts that he has read carefully and understands the content and scope of all and each of the provisions contained in these Terms and Conditions and the Privacy Policy.

For more information, you can contact the Customer Service area of the company through support@wtnpay.com

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