



These Terms of Service are a legal agreement ("Agreement") between you ("user," "you", "your") and brige corp. ("digital chequebook", "brige.cloud", "we," "our", "us"). As used in this Agreement, "Service" refers to brige corp cheque processing and delivery services, as well as our website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by brige corp, directly or indirectly. To use the Service, you must agree to all the terms in this Agreement.

brige corp offers the Service through brige corp website and mobile applications and integrations with third-party websites and mobile applications ("Platform", "Platforms", "Platform Partners"). The Platform's terms of service and privacy policy apply to your use of the Platform, and this Agreement and brige corp Privacy Policy apply to your use of the Service.

This Agreement incorporates by reference all policies, notices, and other content that appear on our website at www.brige.cloud and/or any other website(s) that we inform you of (the "Website").

1. Relationship with brige corp

brige corp allows individuals, businesses, and nonprofit organizations to register with brige corp. You must be eighteen (18) years of age or older. You may open an Account for a business or nonprofit organization only if it is legitimate and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

Each Account must be linked to at least one verified Canadian bank account.

To register with brige corp you need to provide information, including email address and a self-selected password, in order to create an account ("Account"). You are responsible for maintaining the secrecy and security of your Account access credentials and for any use of or action taken under them.

To registers a business or nonprofit organization you have to provide additional information, such as street address, telephone number, tax identification number (or social insurance number), and date of birth and other identifying information for at least one principal of the business. You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license or a business license).

You authorize brige corp, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third party databases). You specifically authorize brige corp to request a consumer report that contains your name and address.

You must provide accurate and complete information. If we cannot verify that this information is complete and accurate, we may deny your use of our Service or close your Account.

2. Our Role and Your Responsibilities

brige corp provides hosting and data processing services for our users. brige corp is a Cheque Service Provider ("CSP"), not a bank, money transmitter, or Money Services Business ("MSB"), and we do not offer banking or MSB services as defined by the CPA. Specifically, As a CSP, brige corp collects, analyzes and relays information generated in connection with payments to and from our users. You authorize brige corp to provide this information to the FSPs that brige corp partners with, in order for the FSP to facilitate payments from/to our users through the various payment networks ("Network", "Networks"), as applicable. As a result, the FSP - and not brige corp - actually conducts the settlement of Network transactions from/to our users. brige corp does not at any point hold or own funds in connection with the Service, nor does brige corp transmit money or monetary value. In connection with the Service, brige corp does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The FSP is the party with sole responsibility for conducting the settlement of funds between our users.

In order to act as a CSP, brige corp must enter into agreements with Networks and FSPs. You are not a third-party beneficiary of these agreements. Each of the Networks and FSPs is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against you. Some of these third parties may require a direct agreement with you. If you are required to enter into such an agreement and, if you decline to do so, we may suspend or terminate your Account.

3. Our Fees

brige corp charges fees ("Fees") to use the Service as described in Appendix A. These Fees are collected directly by brige corp or by a Platform Partner on brige corp behalf. In general, Fees posted by brige corp and the Platform are cumulative; however, in case of inconsistency, the Fees posted by the Platform apply.

Subject to the terms of this Agreement, we and the Platform reserve the right to change our Fees. By continuing to use the Service, you consent to the change in Fees. To withdraw your consent, you must close your Account.

4. E-Sign Disclosure and Consent

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your brige corp Account and your use of the Service.

We will provide these Communications to you by emailing them to you at the primary email address listed in your brige corp Account registration, by emailing you a link or instructions how to access them on a website, or (if permitted by law) by posting them on the Website.

5. Your Payment Authorization

You authorize the FSP to hold, receive, disburse and settle funds on your behalf. Your authorization permits the FSP to generate a paper draft or electronic funds transfer to process each payment transaction that you authorize.

You authorize the FSP to initiate electronic Network entries to each bank account for which you input or enable the retrieval of the routing number and account number on [brige corp](#) website, mobile app or any other ingress point such as through one of our Partners, and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the Network Rules, and you agree that all Network transactions that you initiate will comply with all applicable law.

Your authorization will remain in full force and effect until you notify us that you revoke it by contacting [brige corp](#) Customer Support in accordance with instructions on our website or by closing your Account. You understand that [brige corp](#) requires a reasonable time to act on your revocation, not to exceed five (5) business days.

6. Underwriting and Sharing Information

We may share some or all of the information about you and your transactions with our FSP(s), Networks and our other partners (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with [brige corp](#), to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. At any time, [brige corp](#), its FSP processor or its other partners may conclude that you will not be permitted to use [brige corp](#).

You agree that [brige corp](#) is permitted to contact and share information about you and your Account with banks and other financial institutions. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct [brige corp](#) risk management process.

7. Transactions

Upon the release of transaction information by [brige corp](#), a Payor will be debited or charged by the FSP. You agree that the Payor's obligation to the recipient is treated as paid after processing has been initiated.

If there is no activity in your Account (including access or payment transactions) for a period of time we may give you the option of keeping your Account open or close it. If you do not respond to our notice within the time period specified in the notice, we may close your Account.

8. Privacy and Security

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood and accepted our Privacy Policy.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

9. Termination

If your [brige corp](#) Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service and to remove all

logos from your website and wherever else they are displayed, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers, and (e) that brige corp shall not be liable to you or any third party for termination of access to the Service, deletion of your information or Account data, or export of your information or Account data.

You may terminate this Agreement by closing your brige corp Account at any time. You are obligated to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

You may not, nor may you permit any third party to, do any of the following:

- (i) access or monitor any material or information on any brige corp system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with brige corp referencing this section that expressly grants you an exception to this prohibition;
- (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from brige corp;
- (iii) permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement;
- (iv) transfer any rights granted to you under this Agreement;
- (v) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by our other users, or impose an unreasonable or disproportionately large load on our infrastructure.

10. brige corp Intellectual Property Rights

The Service is licensed and not sold. The Service is protected by copyright, trade secret and other intellectual property laws. brige corp owns the title, copyright and other worldwide intellectual property rights in the Service and all copies of the Service. This Agreement does not grant you any rights to brige corp trademarks or service marks, nor may you remove, obscure, or alter any of brige corp trademarks or service marks included in the Service.

11. Indemnity

You will indemnify, defend and hold us and our processors and partners harmless (and our and their respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies or the Operating Regulations; (b) your wrongful or improper use of the Service; (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any law, rule or regulation of Canada or any other country

12. Disclaimer of Warranties by brige corp

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM [brige corp](#) OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, [brige corp](#), ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

[brige corp](#) DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND [brige corp](#) WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

All third party hardware and other products included or sold with the Service are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer or distributor directly. [brige corp](#) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

13. Limitation of Liabilities and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL [brige corp](#), ITS PROCESSORS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL [brige corp](#) BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR [brige corp](#) ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL [brige corp](#) BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [brige corp](#), ITS PROCESSORS, THE NETWORKS AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN

PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND OUR CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL [brige corp](#), ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF [brige corp](#) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from facilities in Canada. [brige corp](#) makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Canadian and local laws and regulations, including but not limited to export and import regulations.

14. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact [brige corp](#) Support with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

15. Binding Individual Arbitration

You and [brige corp](#) agree to arbitrate all "Disputes," defined as any claim, controversy or dispute (whether involving contract, tort, equitable, statutory or any other legal theory) between you and [brige corp](#), including but not limited to any claims relating in any way to this Agreement (including its breach, termination and interpretation), any other aspect of our relationship, [brige corp](#) advertising, and any use of [brige corp](#) software or services. "Disputes" also include any claims that arose before this Agreement and that may arise after termination of this Agreement. Notwithstanding the foregoing, you or [brige corp](#) may choose to pursue a claim in court and not by arbitration if you fail to timely pay amounts due. [brige corp](#) may assign your account for collection, and the collection agency may pursue in any court of competent jurisdiction any claim that is strictly limited to the collection of past due amounts and any interest or cost of collection permitted by law or this Agreement.

16. Governing Law

This Agreement and any Dispute will be governed by Alberta law and/or applicable federal law as applied to agreements entered into and to be performed entirely within Alberta, without regard to its choice of law or conflicts of law principles that would require application of law of

a different jurisdiction. Basically, This Agreement and any Dispute will be governed by Alberta law and/or applicable federal law.

17. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within six months after the cause of action accrues.

18. Third Party Services and Links to Other Web Sites

If you decide to use third party services, including one of our Platform Partners, you will be responsible for reviewing and understanding the terms and conditions associated with them. You agree that brige corp is not responsible for the performance of these third-party services. The inclusion of any website link does not imply an approval, endorsement, or recommendation by brige corp. brige corp expressly disclaims any liability for these websites.

17. Amendment of Agreement

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the software or Service with notice that we in our sole discretion deem to be reasonable in the circumstances, including notice on our Website or any other website maintained or owned by us and identified to you. Any use of our software or Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified. No modification or amendment to this Agreement shall be binding upon brige corp unless in a written instrument signed by a duly authorized representative of brige corp.

19. Other Provisions

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and brige corp, and they describe the entire liability of brige corp and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of the Service. In the event of a conflict between this Agreement and any other brige corp agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. The Agreement does not limit any rights that brige corp may have under trade secret, copyright, patent or other laws. brige corp failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

20. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

Appendix A

The fees listed below apply to Services provided through our websites or mobile applications. Users that use our Service through a third party, including one of our Platform partners, might incur fees different from those shown below. Please contact the third party to confirm the fees you have to pay for our Service through the third party.

1. Services Transaction Fee

\$1.25 per online deposit transaction, including micro-deposit based bank account verification which will be treated as a single transaction.

\$2.50 per 1st Class Mailed paper cheque

2. brige corp. reserves the right to negotiate custom prices with customers/clients/partners on a case-by-case basis. Those custom prices are subject to a separate agreement between brige corp. and the customer/client/partner.

3. Default fee invoicing is on a month-end basis with immediate automatic collection from the linked bank account, but brige corp reserves the right to negotiate custom fee invoicing periods with customers/clients/partners. These are subject to a separate agreement.