

## **MDG PURCHASE BENEFITS CLUB SUBSCRIPTION PRIVILEGES & CONDITIONS**

**Note:** In this document we will use the name MDG to describe MDG Computers Canada Inc. Acceptance of MDG's Purchase Benefits Club Subscription Privileges and Conditions ("Purchase Benefits") constitutes agreement to comply with the following privileges, conditions, and regulations ("Terms"). These Terms may be amended by MDG without prior written notice or consent of the Purchase Benefits Club Subscriber (defined below), but in such cases, the changes made will prospectively apply upon the next monthly renewal of a Purchase Benefits Club Subscriber's Purchase Benefits. A Purchase Benefits Club Subscriber is a person who subscribes to the Purchase Benefits. Purchase Benefits Club Subscriber agrees as follows:

### **1. General**

These Terms apply to the Purchase Benefits. These Terms replace any and all prior privileges, conditions and regulations with respect to the Purchase Benefits.

### **2. Acceptance of Terms**

Purchase Benefits Club Subscriber agrees to have read these Terms and understands and agrees to what is contained herein. Notwithstanding any other section of these Terms, the posting of the current version of the Terms at [https://secure.mdg.ca/pdf/CA\\_EN\\_WP\\_MDG\\_Purchase\\_Benefits\\_Club\\_Subscription\\_Terms\\_and\\_Conditions.pdf](https://secure.mdg.ca/pdf/CA_EN_WP_MDG_Purchase_Benefits_Club_Subscription_Terms_and_Conditions.pdf) shall be deemed notice to the Purchase Benefits Club Subscriber of such Terms, where notice is required or permitted to be given hereunder. The Terms may be changed from time to time but the current version in force will be posted on the website.

### **3. Eligibility**

- a. Purchase Benefits is available to all qualifying individuals 18 years of age and over.
- b. MDG reserves the right to refuse Purchase Benefits to any applicant, and to immediately suspend or revoke Purchase Benefits for serious reasons, including fraud, or breach of conditions (see Section 12 for more details).
- c. Purchase Benefits is subject to any and all rules adopted by MDG, including our privacy policies and practices at <https://secure.mdg.ca/content/?type=privacy&> which may be amended from time to time without notice except as otherwise limited by law.
- d. Purchase Benefits Club Subscriber can cancel the Purchase Benefits at any time by calling MDG's Customer Service department at: 1-800-906-0976 ext. 352 and requesting to cancel the Purchase Benefits.
- e. **Purchase Benefits will not be charged if the Purchase Benefits Club Subscriber does not purchase a product from MDG.**

### **4. Cost**

- a. Purchase Benefits will not be charged until the latter of: (i) 90 days from the date of subscription, or (ii) the first purchase. Thereafter, the cost of Purchase Benefits is \$9.98 per month (tax included). The Purchase Benefits will automatically renew and the \$9.98 fee will be charged at the end of each month unless the Purchase Benefits Club Subscriber cancels the Purchase Benefits as set out above (see Section 3) or the Purchase Benefits is otherwise terminated by MDG.
- b. **If a Purchase Benefits Club Subscriber does not purchase a product from MDG, the Purchase Benefits Subscriber will not be charged.**
- c. Purchase Benefits will automatically be charged to the Purchase Benefits Club Subscriber in the same manner that the Purchase Benefits Club Subscriber has authorized payment for his MDG product, unless a Purchase Benefits Subscriber requests to pay the cost of the Purchase Benefits in accordance with one of MDG's authorized payment methods, including cheque, or credit card.
- d. If the authorized payment method we have on file for the Purchase Benefits Club Subscriber is declined for payment of the Purchase Benefits Club Subscriber's Purchase Benefits fee, we will send the Purchase Benefits Club Subscriber an email notification regarding the declined payment. The Purchase Benefits Club Subscriber must provide us with a new eligible payment method within 14 calendar days of the email notification or the Purchase Benefits Club Subscriber's Purchase Benefits will automatically be canceled, without further notice to the Purchase Benefits Club Subscriber.

- e. MDG may modify the cost of the Purchase Benefits at its discretion, in compliance with applicable laws and this agreement.
- f. Purchase Benefits is non-transferable and can only be used by the individuals to whom they are issued.
- g. Purchase Benefits may be terminated at MDG's discretion in accordance with Section 12, of these Terms. Likewise, MDG may choose not to renew the Purchase Benefits.
- h. All benefits of the Purchase Benefits expire at the time the Purchase Benefits is terminated by MDG or by the Purchase Benefits Club Subscriber, except as expressly provided.
- i. UNLESS THE PURCHASE BENEFITS CLUB SUBSCRIBER NOTIFIES US BEFORE A CHARGE THAT HE WANTS TO CANCEL OR DOES NOT WANT TO AUTO RENEW, THE PURCHASE BENEFITS CLUB SUBSCRIBER UNDERSTANDS THAT HIS PURCHASE BENEFITS WILL AUTOMATICALLY CONTINUE AND THE PURCHASE BENEFITS CLUB SUBSCRIBER AUTHORIZES US (WITHOUT NOTICE, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE PURCHASE BENEFITS MONTHLY FEE, BY APPLYING PAYMENT IN THE SAME MANNER THAT THE PURCHASE BENEFITS CLUB SUBSCRIBER AUTHORIZED PAYMENT FOR HIS MDG PRODUCT, OR USING ANY ONE OF MDG'S AUTHORIZED PAYMENT METHODS.

## **5. Purchase Benefits Privileges**

### a. Exclusive Purchase Benefits Club Subscriber Pricing:

- i. Purchase Benefits Club Subscriber will have exclusive access to Club Subscriber pricing, if applicable and available, opposed to non-subscriber pricing which is available to the general public.

### b. First Access to New Products and Exclusive SKUs:

- i. Purchase Benefits Subscribers will get first access to purchase new products, if applicable and available, as offered by MDG before they are available to the general public.
- ii. Purchase Benefits Club Subscribers will have access to exclusive SKUs, if applicable and available, as offered by MDG that are not available to the general public.
- iii. Purchase Benefits Club Subscribers are under no obligation to purchase any new or exclusive items that MDG releases.

### c. Price Drop Guarantee

- i. Purchase Benefits Club Subscribers receive a 90-day price guarantee ("Price Drop Guarantee"), which means that if MDG drops its price of a product within 90 days of a Purchase Benefits Club Subscriber purchasing that product, the Purchase Benefits Club Subscriber is eligible to receive either a credit or refund for the difference in the price he or she paid and the new lower price ("Price Drop Guarantee Credit"). Eligible Price Drop Guarantee Credits that are redeemed by the Purchase Benefits Club Subscriber will be credited to the form of payment used by the Purchase Benefits Club Subscriber for the order on which the Price Drop Guarantee benefit is redeemed.
- ii. To request the Price Drop Guarantee credit or refund, the Purchase Benefits Club Subscriber must contact MDG Customer Service by calling 1-800-906-0976 ext. 352. To receive the credit, the Purchase Benefits Club Subscriber must provide supporting information or documentation to show that MDG lowered its price of the identical product the Purchase Benefits Club Subscriber purchased within 90 days of the purchase.
- iii. IT IS THE RESPONSIBILITY OF THE PURCHASE BENEFITS CLUB SUBSCRIBER TO APPLY FOR THE PRICE DROP GUARANTEE CREDIT BY CONTACTING MDG CUSTOMER SERVICE AT 1-800-906-0976 EXT. 352 WITHIN 95 CALENDAR DAYS OF PURCHASING A PRODUCT FROM MDG (THE "PURCHASE DATE"), IF THE PURCHASE BENEFITS CLUB SUBSCRIBER NOTICED THAT THE PRICE OF THE PRODUCT PURCHASED HAS DROPPED SINCE THE PURCHASE DATE, WITH SUPPORTING INFORMATION AND/OR DOCUMENTATION.
- iv. The Price Drop Guarantee credit will be issued only in relation to a price drop of a product identical to that which was purchased by the Purchase Benefits Club Subscriber.
- v. The Price Drop Guarantee credit will only be issued to the Purchase Benefit Club Subscriber if he meets the following criteria:
  - a. the Purchase Benefit Club Subscriber was a Purchase Benefits Club Subscriber at the time of the Price Drop Guarantee, and
  - b. if the Purchase Benefit Club Subscriber is a Purchase Benefits Club Subscriber at the time he requests the Price Drop Guarantee credit.

## **6. Restrictions and General Limitations**

The Purchase Benefits is subject to the following restrictions:

- a. MDG reserves the right at its discretion to discontinue the Purchase Benefits at any time, to make changes to the Purchase Benefits that will apply prospectively upon the next monthly renewal of the Purchase Benefits. MDG may also choose not to renew the Purchase Benefits.
- b. Failure to comply with these Terms or abuse of the Purchase Benefits privileges may result in the cancellation of the Purchase Benefits or curtailment of certain privileges.
- c. MDG may send the Purchase Benefit Club Subscriber an email and other communications related to the Purchase Benefits (regardless of any settings or preferences related to any account the Purchase Benefit Club Subscriber establishes on our website).

## **7. Death**

- a. Upon the death of any Purchase Benefits Club Subscriber, the Purchase Benefits Club Subscriber's Purchase Benefits will be cancelled.

## **8. Communications**

- a. Purchase Benefits Club Subscriber will immediately notify MDG of any changes to his mailing address, email address and other contact information the Purchase Benefits Club Subscriber may have provided to MDG in connection with the Purchase Benefits and/or his MDG account.
- b. MDG shall have no liability for any misdirected, lost or delayed mail resulting from a Purchase Benefits Club Subscriber's failure to provide such notice. MDG may also communicate with a Purchase Benefits Club Subscriber electronically and any notice or electronic statement of the account provided to the Purchase Benefits Club Subscriber, or agreement made electronically, will be considered to be "in writing", signed and delivered for all purposes unless otherwise prescribed by law.

## **9. Use of Information**

- a. MDG may exchange all information relating to a Purchase Benefits Club Subscriber's Purchase Benefits and transactions with other parties, such as participating partners, merchants or service providers, as required to administer the Purchase Benefits, to fulfill the benefits of the Purchase Benefits and to provide the Purchase Benefits Club Subscriber with Purchase Benefits information by mail or email.
- b. All collection, use or disclosure of personal information about a Purchase Benefits Club Subscriber shall be in accordance with the applicable agreement signed by the Purchase Benefits Club Subscriber and the MDG Privacy Policy that is available at <https://secure.mdg.ca/content/?type=privacy&>.

## **10. Waiver**

- a. MDG and Purchase Benefits Club Subscriber agrees that any waiver by MDG of the strict observance, performance or compliance by a Purchase Benefits Club Subscriber of any portion of these Terms and any extension of time or other indulgence granted by MDG, either expressly or by course of conduct, shall not alter, affect or prejudice any of MDG's rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of MDG's rights and remedies arising in respect of any other breach of these Terms.
- b. MDG and Purchase Benefits Club Subscriber agree that any delay or omission by MDG in exercising any right or remedy hereunder shall not operate as a waiver of that or any other right or remedy.

## **11. Changing the Purchase Benefits and these Terms**

- a. MDG may change the Purchase Benefits and these Terms at any time with notice provided as required by law. Purchase Benefits changes may include, but are not limited to, (i) changes to any benefit(s), or (ii) changes to the requirements of being and/or becoming a Purchase Benefits Club Subscriber. Purchase Benefits changes will apply upon automatic renewal of the Purchase Benefits, unless the Purchase Benefits Club Subscriber indicates his intention not to renew
- b. If any change to these Terms is found invalid, void or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. PURCHASE BENEFITS CLUB SUBSCRIBER'S CONTINUED PURCHASE BENEFITS AFTER WE CHANGE THESE

TERMS CONSTITUTES THE PURCHASE BENEFITS CLUB SUBSCRIBER'S ACCEPTANCE OF THE CHANGES. IF THE PURCHASE BENEFITS CLUB SUBSCRIBER DOES NOT AGREE TO ANY CHANGES, THE PURCHASE BENEFITS CLUB SUBSCRIBER MUST CANCEL HIS PURCHASE BENEFITS.

## **12. Termination**

- a. MDG may suspend or terminate the Purchase Benefits at any time upon thirty (30)-days' notice to the Purchase Benefits Club Subscriber.
- b. Purchase Benefits Club Subscriber can cancel the Purchase Benefits at any time by calling MDG's Customer Service department at: 1-800-906-0976 ext. 352 and requesting to cancel the Purchase Benefit
- c. Should events beyond MDG's control, such as strikes, acts of God, terrorism, civil disturbance, war or changes in economic or business conditions, materially affect MDG's willingness to continue the Purchase Benefits as it is then constituted, the Purchase Benefits may be suspended or terminated, in whole or in part, and the Purchase Benefits Club Subscriber's benefits and privileges may be cancelled without notice to the Purchase Benefits Club Subscriber and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.
- d. MDG may suspend or terminate the Purchase Benefits Club Subscriber's subscription to the Purchase Benefits, cancel the benefits and privileges immediately upon (i) fraud or abuse by the Purchase Benefits Club Subscriber relating to the Purchase Benefits, (ii) misrepresentation of information to MDG, (iii) failure by the Purchase Benefits Club Subscriber to follow these Terms, (iv) the Purchase Benefits Club Subscriber's personal bankruptcy, or (v) the Purchase Benefits Club Subscriber's death.
- e. On the date the termination of the Purchase Benefits is effective, the Purchase Benefits Club Subscriber's Purchase Benefits will immediately cease.
- f. In the event that the Purchase Benefits Club Subscriber cancels his subscription to the Purchase Benefits after having paid for the Purchase Benefits or renewal thereof for the month, the cost of same will be prorated and the applicable amount owing to the Purchase Benefits Club Subscriber for the remaining period will be refunded to the Purchase Benefits Club Subscriber in the same in the same manner that the Purchase Benefits Club Subscriber has authorized payment for his MDG product.

## **13. Indemnification**

**Purchase Benefits Club Subscriber agrees to defend, indemnify and hold MDG harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to use of the Purchase Benefits.**

## **14. Limitation of Liability**

**THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OR OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN MDG.CA'S [TERMS & CONDITIONS AND DISCLAIMER](#), OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST SUBSCRIPTION FEE YOU PAID. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MDG PURCHASE BENEFIT CLUB SUBSCRIPTION PRIVILEGES AND CONDITIONS.

## **15. Governing Law**

This section does not apply in the Province of Québec. These Terms shall be governed and construed by the laws of the Province of Ontario, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. Subject to any applicable dispute resolution provisions of these Terms, MDG and Purchase Benefits Subscriber irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

## **16. Severability**

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect that validity and enforceability of any remaining provisions.

## 17. Privacy

MDG respects a Purchase Benefits Club Subscriber's right to privacy. Our privacy policy outlines our policies and practices in detail. Please view/read the MDG Privacy Policy that is available at <https://secure.mdg.ca/content/?type=privacy&>.