

MDG BENEFITS CLUB SUBSCRIPTION PRIVILEGES & CONDITIONS

Optional subscription. Enrolling in the MDG Benefits Club is not required for credit approval or for any particular credit terms. Declining to enroll will not affect your eligibility, credit limit, rate, fees, or any other term of credit.

Note: In this document we will use the terms "MDG", "us", "we" to describe MDG Computers Canada Inc. and/or its affiliates.

By enrolling in the MDG Benefits Club (the "Club Subscription" or "Subscription"), you ("Benefits Club Subscriber" or "Subscriber") agree to be bound by these MDG Club Subscription Terms and Conditions ("Terms"). MDG may amend these Terms or any feature of the Club Subscription at any time in our sole discretion. For any material change, we will give you at least thirty (30) days' advance notice (or such longer period as required by applicable law) by e-mail to the address on file and/or by posting the revised Terms on our website. The amended Terms will take effect on the date stated in the notice.

"Subscriber" means any individual who holds an active Club Subscription. Subscriber agrees as follows:

1. General

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

2. Acceptance of Terms

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%20EN%20WP%20MDG%20Purchase%20Benefits%20Club%20Subscription%20Terms%20and%20Conditions.pdf) shall be deemed notice to the 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. Age. Club Subscription is available to all qualifying individuals 18 years of age and over. By enrolling in or participating in the Club Subscription, you represent and warrant that you have reached the age of majority.
- b. MDG reserves the right to refuse Benefits to any applicant, and to immediately suspend or revoke the Subscription for serious reasons, including fraud, or breach of conditions (see Section 11 for more details).
- c. Subscription 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. Subscriber can cancel the Subscription at any time by calling MDG's Customer Care department at: 1-800-906-0976 ext. 352 and requesting to cancel the Club Subscription.

4. Benefits

A. Club Subscriber Pricing

Club Subscriber purchases of certain products and services may be eligible for discounts or reduced Club Subscriber pricing at MDG.ca ("Club Subscriber Pricing"). These are limited time offers and subject to offer limitations communicated by us. The Club Subscriber agrees to pay MDG any sales, excise, use or ad valorem tax that is imposed on the sale price of the items purchased, which may be based on the price before any discounts or promotions.

B. Early Club Subscriber access

Club Subscriber enjoys priority access to our latest products before they are available to the general public.

C. Exclusive SKUs

Club Subscriber receive priority access to limited-run and exclusive SKUs offered by MDG.

D. Price Drop Guarantee

If MDG reduces the price of a product within 90 days of a Club Subscriber's purchase, the Club Subscriber is eligible to receive a credit or refund for the difference between the original purchase price and the new lower price (a "Price Drop Guarantee Credit"). Eligible Price Drop Guarantee Credits will be issued to the original form of payment used for the qualifying purchase.

To receive a Price Drop Guarantee Credit:

1. The Club Subscriber must provide supporting information or documentation showing that MDG reduced the price of the identical product within 90 days of the original purchase date.
2. It is the Club Subscriber's responsibility to apply for the Price Drop Guarantee Credit by contacting MDG Customer Care at 1-800-906-0975 ext. 352 within 95 calendar days of the original purchase date with the required supporting information and/or documentation.
3. The credit will only be issued:
 - For a price drop on an identical product to the one purchased, and
 - If the Club Subscriber was an active Club Subscriber both at the time of the price drop and at the time of the credit request.

E. Payment Skip

If you have credit with MDG, subject to the terms and conditions below, you may request to skip one or more upcoming payments.

Eligibility for the Payment Skip requires that at least ninety (90) days have elapsed since the invoice date of the order, and that any prior payment skip occurred no less than ninety (90) days prior to the current request. Customers on non-monthly payment plans may skip up to two (2) payments per request; customers on monthly payment plans may skip one (1) payment per request. This benefit is available only if no other requests to skip payments, move payment dates, or change payment plans are pending at the time of the request. The Payment Skip is only available if your account is in good standing and current. Interest continues to accrue during any skipped or rescheduled period as provided in your Credit Agreement.

F. Change Scheduled Payment

If you have credit with MDG, you may request to skip one or more upcoming payments. Club Subscribers may reschedule a payment to one of the next scheduled payment dates, provided the selected date falls within thirty (30) calendar days of the original due date. The earliest eligible rescheduled date must be at least two (2) business days after the date the rescheduling request is made.

The 30-day rescheduling window excludes weekends and statutory holidays.

G. No NSF Fee

If you have credit with MDG and fail to make a scheduled payment, you as Subscriber may, within seven (7) calendar days of the missed payment date, reschedule that payment once to a new date that is no more than thirty (30) calendar days after the original due date. Failure to reschedule within this window, or failure of the rescheduled payment to clear, may result in applicable returned payment fee. A maximum of two (2) fee waivers may be granted on the Subscriber's account in any rolling twelve-month period, **provided that a minimum of six (6) months elapses between each waived fee.**

H. Automatic Monthly Credit Limit Reviews

As a benefit of Club Subscription, your account is automatically reviewed each month to assess eligibility for credit limit adjustment. Reviews are based on account activity, payment history, and other relevant factors. Your credit limit may increase or decrease. We'll notify you of any changes. Club enrollment does not guarantee an increase and is not required for MDG to review or adjust limits. MDG periodically reviews all active credit accounts. Subscribers receive priority processing of these routine reviews.

Club Subscriber may receive additional benefits identified by MDG from time to time. You are encouraged to review MDG Club Subscriber benefits on a regular basis for a summary of active benefits.

5. Cost

- a. You agree to pay a recurring biweekly fee of \$9.98, totaling \$259.48 annually ("Fee"). The Fee will not be charged until the earlier of: (i) 90 days from the date of enrollment, or (ii) the first order. Thereafter, the cost of Subscription is \$9.98 biweekly (tax included). The Subscription will automatically renew and the \$9.98 fee will be charged unless the Benefits Club Subscriber cancels the Subscription as set out above (see Section 3) or the Benefits are otherwise terminated by MDG.
- b. The Fee will automatically be charged to the Benefits Club Subscriber in the same manner that the Benefits Club Subscriber has authorized payment for his MDG order, unless a Benefits Club Subscriber requests to pay the cost of the Subscription in accordance with one of MDG's authorized payment methods, including cheque, or credit card.
- c. If the authorized payment method we have on file for the Benefits Club Subscriber is declined for payment of the Fee, we will send the Benefits Club Subscriber an email notification regarding the declined payment. The Benefits Club Subscriber must provide us with a new eligible payment method within 14 calendar days of the email notification or the Subscriber's Benefits will automatically be canceled, without further notice to the Benefits Club Subscriber.
- d. MDG may modify the Fees at its discretion, in compliance with applicable laws and this agreement.
- e. The benefits are non-transferable and can only be used by the Benefits Club Subscriber.
- f. Benefits may be terminated at MDG's discretion in accordance with Section 11, of these Terms. Likewise, MDG may choose not to renew the Benefits.
- g. All Subscriber's Benefits expire at the time they are terminated by MDG or by the Benefits Club Subscriber, except as expressly provided.
- h. UNLESS THE BENEFITS CLUB SUBSCRIBER NOTIFIES US BEFORE A CHARGE THAT HE WANTS TO CANCEL OR DOES NOT WANT TO AUTO RENEW, THE BENEFITS CLUB SUBSCRIBER UNDERSTANDS THAT HIS BENEFITS WILL AUTOMATICALLY CONTINUE AND THE BENEFITS CLUB SUBSCRIBER AUTHORIZES US (WITHOUT NOTICE, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE BENEFITS FEE, BY APPLYING PAYMENT IN THE SAME MANNER THAT THE BENEFITS CLUB SUBSCRIBER AUTHORIZED PAYMENT FOR HIS MDG PRODUCT, OR USING ANY ONE OF MDG'S AUTHORIZED PAYMENT METHODS

6. Restrictions and General Limitations

The Benefits are subject to the following restrictions:

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

7. Communications

- a. Benefits Club Subscriber will immediately notify MDG of any changes to his mailing address, email address and other contact information the Benefits Club Subscriber may have provided to MDG in connection with the Benefits and/or his MDG account.
- b. MDG shall have no liability for any misdirected, lost or delayed mail resulting from a Benefits Club Subscriber's failure to provide such notice. MDG may also communicate with a Benefits Club Subscriber electronically and any notice or electronic statement of the account provided to the 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.
- c. For information about your Club Subscription, contact MDG by email at support@mdg.ca or phone (1-800-906-0976) with your PERSON ID.

8. Use of Information

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

9. Waiver

- a. MDG and Benefits Club Subscriber agree that any waiver by MDG of strict observance, performance or compliance by a 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 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.

10. Changing the Benefits and these Terms

We may amend these Terms or any feature of the Benefits Club Subscription at any time in our sole discretion. For any material change, we will give you at least thirty (30) days' advance notice (or such longer period as required by applicable law) by e-mail to the address on file and/or by posting the revised Terms on our website. The amended Terms will take effect on the date stated in the notice.

If you do not agree to an amendment, you may cancel your Club Subscription at any time before the effective date without penalty, and we will refund any prepaid subscription fees attributable to the period after cancellation. Your continued use of the Club Subscription after the effective date constitutes your acceptance of the amended Terms. If any amended provision is held to be invalid, void or unenforceable, that provision will be severed and the remaining Terms will remain in full force and effect.

BENEFITS CLUB SUBSCRIBER'S CONTINUED SUBSCRIPTION AFTER WE CHANGE THESE TERMS CONSTITUTES THE BENEFITS CLUB SUBSCRIBER'S ACCEPTANCE OF THE CHANGES. IF THE BENEFITS CLUB SUBSCRIBER DOES NOT AGREE TO ANY CHANGES, THE BENEFITS CLUB SUBSCRIBER MUST CANCEL HIS BENEFITS.

11. Termination

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

12. Indemnification

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 Benefits Club Subscription.

13. 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 NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE CLUB SUBSCRIPTION. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST CLUB SUBSCRIPTION FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR CLUB SUBSCRIPTION. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR MDG'S GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS, OR MALICIOUS MISCONDUCT, OR FRAUD.

14. 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 Subscriber irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

15. 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.

16. Privacy

The information you provide as a Club Subscriber will be handled according to the MDG Privacy Policy. If you are interested in learning more about MDG privacy practices, please contact MDG at 1-800-906-0975 or visit <https://secure.mdg.ca/content/?type=privacy>