

MDG PREMIUM CREDIT LINE MEMBERSHIP TERMS AND CONDITIONS

Note: In this document we will use the name MDG to describe MDG Computers Canada, Inc. Acceptance of membership constitutes an agreement to comply with the following conditions and regulations. These conditions and regulations may be amended by MDG but in such case, the changes made will apply upon the renewal of your MDG membership.

1. Definitions

Terms	The terms and conditions of the Program as described in this document
Program	Benefits offered to MDG Premium Credit Line Members as described in this document
Account	An MDG customer account
Good Standing	An MDG account is in good standing when the accountholder or Member continues to make regular minimum payments; the account is not in default; and there is a maximum of one NSF payment within the preceding six months
Member	An MDG accountholder who selects the MDG Premium Credit Line Membership when opening an account
Purchase Date	Date on which an MDG invoice was issued in relation to a purchase

Member agrees as follows:

2. General Terms

These Terms apply to the Program. These Terms replace any and all prior terms and conditions with respect to the Program.

3. Acceptance of Terms

Member 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 ([click here](#)) shall be deemed notice to the Member 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 will be posted on the website.

4. Eligibility

- a. Member has been approved by MDG for a line of credit and has selected a Premium Line of Credit.
- b. Membership is available to all qualifying individuals at the age of majority, as defined by their home province.
- c. MDG reserves the right to refuse membership to any applicant, to suspend or revoke a membership for serious reasons, including fraud, or breach of conditions (see Section 14 for more details).
- d. Membership is subject to any and all rules adopted by MDG, including our privacy policies and practices at <http://www.mdg.ca/content/privacy/?isqc=oui> which may be amended from time to time without notice.
- e. The Program is available to a Member if the Member's Account is in Good Standing.

5. General

- a. Member agrees to pay a membership fee \$148.20 from the Member's date of enrollment.
- b. This membership fee will be renewed each year on the anniversary date of the Agreement. Unless a Member requests to pay these fees in one installment, the fee will be divided into equal installments and billed to the Member in the statements of account sent for each billing period.
- c. MDG may modify the membership fee at its discretion, in compliance with applicable laws and this Agreement.

- d. Membership fees are charged separately from purchases and will be charged even if there is no activity in a Member's Account.
- e. Membership is non-transferable. MDG memberships can only be used by the individuals to whom they are issued.
- f. Memberships may be terminated at MDG's discretion in accordance with Section 14, of these Terms. Likewise, MDG may choose not to renew the Program.
- g. All benefits of the Program expire at the time a Membership is terminated by MDG or by the Member.

6. Renewal

- a. Membership will be automatically renewed on the anniversary date of membership enrollment.
- b. Member account will be charged renewal fee in the same manner as the original membership fee and reflected on Member's line of credit periodic statement.

7. Explanation of Membership Benefits

a. Extended Warranty

- i. For all Premium Line of Credit Members, all of the original manufacturer's warranties are extended without registration for an additional period equivalent to the duration of the original manufacturer's warranty, for a total maximum coverage of 2 years from the date of invoice. For example, if the warranty on a Member's purchased items is one year, it will automatically be extended to two years.
- ii. During the term of the manufacturer's warranty, the manufacturer will provide warranty services; after expiration of the manufacturer's warranty and during the term of the extended warranty, MDG will provide the warranty. All information regarding the extended warranty, including how to make a claim, is available by contacting MDG Customer Service at 1-800-665-8505 ext. 352 or by visiting our website at <http://www.mdg.ca/content/terms/?isqc=oui>.
- iii. This extended warranty is available only to the Member. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of the extended warranty.
- iv. Extended warranty benefits apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, where such obligation was specifically covered under the terms of the original manufacturer's warranty and, at MDG's sole discretion, are limited to the lesser of the cost to:
 - a) Repair;
 - b) Replace (with same product, or product of equal or greater value); or
 - c) Original purchase price of product in the form of credit to Member's account, including applicable taxes.
- v. The extended warranty benefits are strictly limited to items mentioned in par. iv) aforementioned and specifically exclude, *inter alia*, any exemplary or aggravated damages, legal fees, loss of use, loss of profit, interruption of business, stress and inconvenience, moral damages.
- vi. Where permitted by law, MDG disclaims all warranties and conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability and fitness for a particular purpose, other than obligations explicitly stated herein.
- vii. There are no MDG warranties on services or software. Warranties, if any, for the software are contained in the licensed agreement that governs its purchase (or licensing) and use.

b. Price Drop Guarantee

- i. Members receive a 90-day price guarantee which means that if MDG drops its price of a product within 90 days of a Member purchasing that product, the Member is eligible to receive the product at the lower price. The Member's account will be credited the difference in price.
- ii. It is the responsibility of the Member to apply for the Price Drop Guarantee credit by

- contacting MDG Customer Service at 1-800-665-8505 ext. 352 within 90 calendar days of the Purchase Date if the Member noticed that the price of the product purchased has dropped since the Purchase Date.
- iii. 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 Member.

c. **Priority Order Processing**

- i. All future Members' orders are processed on a priority basis, ensuring expedited verification (no additional documentation required in most cases) and shipment preparation.
- ii. In most instances, future orders for items readily available in stock, will ship next business day.

8. Restrictions and General Limitations

The Program is subject to the following restrictions:

- a. MDG reserves the right at its discretion to discontinue the Program at any time, to make changes to the Program that will apply upon renewal of membership. MDG may also choose not to renew the Program.
- b. Failure to comply with these Terms or abuse of membership privileges may result in the cancellation of a membership or curtailment of certain privileges.

MDG will be released from, and in no event, will MDG be liable or responsible for, any and all claims in respect of any loss or damage suffered in connection with the Program by the Member or others that is caused by:

- a. Failure by MDG to provide a Member statement
- b. Any errors or omissions in MDG sources including but not limited to its website
- c. Loss or theft of a benefit
- d. Suspension or termination of the Program for any reason
- e. Suspension or termination of membership in the Program, the closing of the Member's Account or the cancellation or invalidation of any or all benefits
- f. Cancellation by MDG of any benefits
- g. Failure by MDG to send Member any emails as set out in these Terms.

9. Death

- a. Upon the death of any Member with a membership, the Account will be closed.

10. Communications

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

11. Use of Information

- a. MDG may exchange all information relating to the Program, a Member's membership and transactions with other parties, such as participating partners, merchants or service providers, as required to administer the Program, to fulfill Program benefits and to provide Member with Program information by mail or email.
- b. All collection, use or disclosure of personal information about Member shall be in accordance with

the applicable credit agreement signed by the Member and the MDG Privacy Policy that is available at <http://www.mdg.ca/content/privacy/?isqc=oui>.

12. Waiver

- a. Any waiver by MDG of the strict observance, performance or compliance by Member 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. No delay or omission by MDG in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

13. Changing the Program and these Terms

- a. MDG may change the Program and these Terms at any time with notice provided as required by law. Program changes may include, but are not limited to, (i) changes to any benefit(s), or (ii) changes to the requirements of Membership. Program changes will apply upon automatic renewal of membership, unless the Member indicates his intention not to renew.

14. Termination

- a. MDG may suspend or terminate the Program at any time upon a ninety (90)-day notice to the Member.
- b. Member can opt out of Program by providing written notice to MDG requesting to cancel Membership
 - i. Member's Account will be closed after the Member:
 - a) Provides MDG with written notice requesting closure of their account, and
 - b) Pays off any outstanding balance on the Member's Premium Line of Credit to zero
 - ii. In case the Member opts out after having paid the membership or renewal fee as a lump sum for the year, the fee will be prorated and the applicable amount owing to the Member for the remaining months in the twelve month period will be refunded to the Member.
- 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 Program as it is then constituted, the Program may be suspended or terminated, in whole or in part, and the Member's benefits may be cancelled without notice to the Member and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.
- d. MDG may suspend or terminate the Member's membership in the Program, cancel the benefits upon (i) fraud or abuse by the Member relating to the Program, (ii) misrepresentation of information to MDG, (iii) failure by the Member to follow these Terms, or (iv) the Member's personal bankruptcy.

15. Interpretation

All questions or disputes regarding the Program and the interpretation of these Terms should be first resolved through discussions between the member and MDG, or through mediation, before claims may be brought against MDG before any court.

16. Privacy

MDG respects a Member'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 <http://www.mdg.ca/content/privacy/?isqc=oui>.