

CREDITGROW LTD MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Agreement”) is entered into BETWEEN: CreditGrow LTD (CreditGrow.ca), a body corporate duly incorporated pursuant to the laws of the Province of Alberta (the “Provider”), AND You (the “Member”, “You”, “you” or “your”).

WHEREAS: the Provider owns and operates the following website www.creditgrow.ca (the “Website”);

AND WHEREAS: the Provider intends to sell a membership to the Member (the “Membership”);

AND WHEREAS: the Member wishes to purchase the aforesaid Membership;

AND WHEREAS: as a result of the Membership, and during the duration of the said Membership, the Member may receive such services from the Provider as set forth on the Website (the “Services”);

AND WHEREAS: the Member shall furnish the Provider with all such truthful and accurate information required in order for the Provider to efficaciously render the Services and discharge all obligations to the Member;

AND WHEREAS: the Member wishes to enter into a legally binding agreement with the Provider, per the terms of this indenture, along with those of the Website, as amended from time to time, all of which collectively shall be construed as one and the same Agreement, as defined above.

NOW THEREFORE for good and valuable consideration of the mutual promises and other consideration given herein (the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement), the parties agree as follows:

1. Membership, Services, Fees

a) The Member shall make weekly membership payments to the Provider in the amount of **NINETEEN NINETY-NINE (\$19.99) Canadian** in consideration for the Membership (the “Periodic Fees”).

b) The Membership is structured to allow members to cancel at any time. Members must provide a minimum of **THIRTY (30) DAYS' written notice** to the Provider in order to cancel their membership. The cancellation request must be submitted at least 30 days before the next billing cycle to avoid an additional charge. If the notice is submitted less than 30 days before the next billing cycle, one additional payment will be processed before cancellation is finalized. The Services provided as part of the Membership may be amended from time to time at the sole discretion of the Provider.

c) Members who maintain their Membership beyond the initial three-month period may be eligible for additional benefits, such as discounts or premium services, as determined by CreditGrow LTD, subject to the terms and conditions provided on the Website.

d) By requesting a loan through the forms provided on the Website, you give CreditGrow LTD permission to apply for loans on your behalf with third-party lenders.

e) **No Refund Policy:** By signing this agreement, you acknowledge and agree that all payments made to CreditGrow LTD are **non-refundable under any circumstances**, except in cases of proven billing errors or fraud. This includes, but is not limited to, payments made for membership fees, services, and any additional fees.

2. Cancellation of Membership

The Membership is ongoing, and the Member may cancel at any time by providing a minimum of **THIRTY (30) DAYS' notice**. To cancel the Membership, the Member must request the cancellation form via email from support@creditgrow.ca. Once the form is received, the Member must complete and return it via email to support@creditgrow.ca. Cancellation will be effective at the end of the current billing cycle following the thirty-day notice period. If a cancellation request is submitted less than 30 days before the next billing cycle, the cancellation will take effect at the end of the following billing cycle. Special scenarios or exemptions, such as medical emergencies or relocation, may apply to certain users as determined by CreditGrow LTD. .

a) The Member expressly authorizes CreditGrow to debit the Member's account, as provided, pursuant to the terms of this Agreement on the day (or if such day is not a business day, the next business day) that any such amount is due.

b) The Member may cancel the payment authorization at any time by giving **THIRTY (30) DAYS' prior notice** to CreditGrow LTD via email or handwritten notice. However, canceling the authorization does not release the Member from their obligation to pay any outstanding amounts due up to the end of the cancellation notice period.

c) Payment Authorization and Legal Disclaimer (PAD Agreement):

"By signing this agreement, you authorize CreditGrow LTD to process your weekly membership payments through our third-party payment processor, GoCardless. You acknowledge that by providing your banking or payment details, you are authorizing GoCardless to debit your account on a weekly basis in accordance with the agreed-upon membership fees.

Additionally, by entering into this agreement, you agree to the terms and conditions set forth by GoCardless and acknowledge that CreditGrow LTD is not liable for any errors, delays, or issues arising from the processing of payments through GoCardless. You also waive any right to dispute membership payments, except in cases of proven fraud. This payment authorization remains in effect until your membership is canceled in accordance with Section 2 of this Agreement.

You agree that CreditGrow LTD will not be held liable for any consequences arising from payment disputes, account overdrafts, or insufficient funds related to the processing of your payments. You further agree to indemnify and hold CreditGrow LTD harmless from any legal claims or actions resulting from payment processing issues."

3. Representations

The Provider does not in any way, whatsoever, guarantee the amelioration, rectification, or betterment of the Member's credit score resulting from the Membership and Services rendered.

4. Notice

Any notice or other communication required, desired, or permitted under this Agreement, including the cancellation of membership, shall be effectively given to the Provider if sent by handwritten notice to support@creditgrow.ca.

5. Severability

Any provision of this Agreement which is prohibited or unenforceable shall be deemed severed from this Agreement and shall not invalidate the remaining provisions of this Agreement.

6. Whole Agreement and Interpretation

This Agreement, including the terms and representation on the Website, constitutes the whole agreement between the Provider and the Member relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments, and representations, written or oral, in respect thereof.

7. Legal Advice

The Member hereby expressly warrants and represents that nothing has prevented them from seeking independent legal advice prior to entering into this Agreement with the Provider. If the Member has not sought independent legal advice prior to entering into this Agreement, the Member expressly agrees that the failure to exercise said right to seek independent legal advice shall in no way invalidate any part of this Agreement.

8. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, regardless of the Member's location.

9. Electronic Communications

The Member expressly consents to receive any and all forms of electronic communications, including advertisements and promotions, by way of email, social media, text message, telephone, and fax or any other form of electronic and internet-based method.

10. Intellectual Property

The Member expressly acknowledges that the Website contains valuable intellectual property, including but not limited to trademarks, service marks, names, titles, logos, images, designs, software code, copyrights, and other proprietary materials owned by the Provider.

11. Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of the Provider to the Member pursuant to this Agreement is limited to a total of three (3) months of Periodic Fees paid by the Member to the Provider.

12. Indemnification

The Member agrees to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- (i) the Member's use of the Services;
- (ii) any breach of this Agreement by the Member;
- (iii) any violation of any applicable laws or regulations by the Member; or
- (iv) any action, claim, or demand made by a third party due to or arising out of the Member's intentional acts or negligence.

13. Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in accordance with the rules of the Arbitration Act of Alberta. The arbitration shall be conducted by a single arbitrator, and the place of arbitration shall be Calgary, Alberta. The arbitration may be conducted via video conference or other remote means as agreed upon by the parties. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on both parties.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, terrorism, labor strikes, governmental actions, or interruptions in power, communications, or transportation services. In such events, the Member's payment obligations will be suspended until services resume.

15. Non-Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of the same or any other provision.

16. Confidentiality

The Member agrees not to disclose, share, or use any confidential or proprietary information of the Provider, including but not limited to business strategies, customer data, and financial information, except as required by law or with the prior written consent of the Provider. This obligation shall survive the termination of this Agreement.

17. No Guarantee of Results

The Provider makes no representations or warranties regarding the outcome or effectiveness of the Services provided under this Agreement. The Member acknowledges that credit improvement is dependent on various factors beyond the Provider's control, including the Member's adherence to the advice and recommendations provided.

18. Governing Language

This Agreement has been drawn up in the English language at the express request of the parties. If this Agreement is translated into any other language, the English version shall govern in the event of any conflict between the English version and the translation.

19. Termination

This Agreement may be terminated by the Provider at any time and for any reason upon giving **THIRTY (30) DAYS' written notice** to the Member. Upon termination of this Agreement by the Provider, all obligations of the Provider to provide Services shall cease immediately. The Member will remain responsible for any outstanding fees or payments due up to the date of termination, including any amounts owed during the 30-day notice period. The Member will not be billed for any period after the effective date of termination.

Dated and duly executed by the Member this _____ day of __, A.D. 20.

Name of Member:

Email of Member:

Telephone of Member:

Mailing address of Member:

Signature of Member:
