



FUSE
FINANCIAL

SERVICES AGREEMENT

FUSE FINANCIAL SERVICES AGREEMENT

1. BACKGROUND

- 1.1 Fuse Financial Inc. (“**Fuse**”, “**we**”, “**our**”, or “**us**”) offers an online software platform (the “**Platform**”) through which you may generate and transmit invoices to your customers (“**Invoice Services**”), collect payments from your customers related to invoices by credit card, pre-authorized debit and Interac e-transfers (“**Payment Services**”), and access and review certain bank account information and banking services (“**Account Services**”). Access to the Platform, the Invoice Services, the Payments Services and the Account Services together with any other services offered by Fuse to you from time to time are collectively referred to as “**Services**”. This Fuse Financial Services Agreement (the “**Agreement**”) sets out the terms and conditions for your use of the Services. For the purposes of this Agreement, “**you**” and “**your**” means a customer that has applied to receive Services from Fuse. Fuse may contract with third parties to provide services necessary for Fuse to provide all or some of the Services to you (a “**Subcontracted Service Provider**”).

2. TERM

- 2.1 **Term.** This Agreement is effective as of the date that you enter into this Agreement and will continue in full force and effect until terminated by either party in accordance with its terms (the “**Term**”).
- 2.2 **Termination for Convenience.** Either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days prior written notice to the other party.
- 2.3 **Termination by Fuse.** Fuse shall have the right immediately to terminate this Agreement or some or all Services upon the occurrence of any of the following events:
- 2.3.1 if bankruptcy, insolvency, liquidation, winding-up, receivership or dissolution proceedings or their equivalent are commenced by or against you;
 - 2.3.2 if Fuse is required or ordered to cease provision of the Services by any federal or provincial government regulatory authority or if a change or development in applicable law has made the continued provision of the Services non-viable;
 - 2.3.3 if the Bank closes or suspends your Fuse Account;
 - 2.3.4 if you fail to pay fees to Fuse when due or breach any terms of this Agreement;
 - 2.3.5 if a Subcontract Service Provider discontinues or terminates services provided to Fuse;
or
 - 2.2.6 if Fuse determines, in its sole discretion, that the continuation of the Agreement or providing some or all Services to you will impose a reputational, regulatory, legal or financial risk to Fuse or any of its Subcontracted Service Providers.

3. **BANK ACCOUNT**

- 3.1 **Fuse Account.** In order to facilitate the Invoice Payment Services, you must apply for and be accepted for a corporate bank account (the “Fuse Account”) with Digital Commerce Bank (the “Bank”), a federally regulated, Canadian Deposit Insurance Corporation (CDIC) insured, Schedule 1 Bank, located in Calgary Alberta. You must enter into an agreement with the Bank in order to receive a Fuse Account and your agreement with the Bank (the “Bank Account Agreement”) will govern the use and operation of the Fuse Account.
- 3.2 **Fuse Account Information.** Fuse is a limited purpose agent of the Bank with respect to the Fuse Account. Through the Fuse Platform, you can apply for the Fuse Account, view your account history, and initiate transactions related to your Fuse Account, including receiving payments if you subscribe to the Invoice Payment Services. The Fuse Platform is a gateway/hosted page of Fuse connected to your Fuse Account with the Bank.
- 3.3 **No Fiduciary Duty.** You understand that for various fees received, Fuse is providing the Services, and acts as a limited purpose agent of the Bank to establish your Fuse Account and to provide you with account information through the Platform. You further understand and agree that Fuse is not acting in a fiduciary capacity with respect to you in connection with the Services or the Fuse Account and Fuse has other duties to you beyond providing the Services.

4. **INVOICE SERVICES**

- 4.1 **Invoices Services.** The Platform may be used to create and distribute invoices to your customers. Enrollment to use the Invoice Services is automatic when you become a Fuse customer
- 4.2 **Accuracy and Timeliness of Invoices.** Invoices to be sent to your customers created using the Invoice Services will be prepared using information that is provided by you. You are responsible for the customization of invoices created using the Invoice Services and the accuracy and completeness of all information contained in the invoices including, without limitation, the identity of, and contact information for, your customers who are being invoiced, the transactions for which you are invoicing them, and the invoice cost including discounts. Fuse will not entertain or handle disputes about the information provided by you on which invoices are based. You will be responsible for promptly handling any and all disputes with your customers. It is solely your obligation to determine the date upon which invoices will be distributed and for confirming through the Platform that the invoices were sent.
- 4.3 **Invoice Services Representations and Warranties.** You represent and warrant to Fuse, and you covenant, that:
- 4.3.1 You will provide complete and accurate information in connection with the Invoice Services for the creation of invoices and you will timely resolve any disputes with your customers in connection with the invoices.
- 4.3.2 The schedule that you select for invoicing reflects the payment terms agreed to by your customers; and

4.3.3 each of your customers with respect to whom you use the Invoice Services has consented to receiving electronically all invoices, materials, disclosures, terms and other content delivered to them through such Invoice Services if you and have consented to your disclosure to Fuse and its Subcontract Service Providers and Payment Processors in connection with the Invoice Services.

5. PAYMENT SERVICES

5.1 **Payment Services.** The Payment Services allow you to include payment options in the invoices you create and distribute to customers using the Invoice Services. These payment options may include pre-authorized debit from your customers' bank accounts, Interac e-transfers and/or acceptance of credit card payments. Your customers will be allowed to make, and you will be able to receive, electronic payments via the payment methods that you enable. The payment received by you will be credited to your Fuse Account.

5.2 **Enrollment.** Enrollment to use the Payment Services is not automatic. You must request these services through the Platform. In order to receive pre-authorized debit or Interac e-Transfer Payment Services, you must first apply for and be approved for a Fuse Account by the Bank. In order to receive credit card Payment Services, you must apply for and be approved for credit card acquiring services by Clearly Payments Inc. For the purpose of the Payment Services, each of the Bank and Clearly Payments Inc. is referred to as a "**Payment Processor**". Fuse is a software services provider and not a payment processor. Any payment processing in connection with the Payment Service is provided by the applicable Payment Processor.

5.3 **Other Agreements.** If you subscribe to a Payment Service, you will be required to abide by the terms and conditions of the applicable Payment Processor (the "Payment Processor Terms"). The Payment Processor Terms are a legal agreement between you and the applicable Payment Processor. Fuse is not subject to or responsible for, the Payment Processor Terms. Fuse reserves the right to change its Payment Processor(s) at any time in its sole discretion. If Fuse changes a Payment Processor, you may be required to re-enroll for the applicable Payment Services with the new Payment Processor or agree to such new Payment Processor's Payment Processor Terms. Fees from the applicable Payment Processor may apply pursuant to the Payment Processor Terms.

5.4 **Additional Features.** From time to time, Fuse may develop and incorporate other features into the Payment Services, either in connection with existing features or on a stand-alone basis. Your use of such additional features, if any, will be governed by this Agreement.

6. LICENSE AND USE OF PLATFORM

6.1 **License.** The Platform is owned by Fuse Financial Inc. During the Term, you are granted a limited non-exclusive license to use the Services, the Platform and any data or content available through the Platform (the "**Content**") and to access the Platform using any computer, smartphone or other mobile device (each, a "**Device**") that you own or control. You may only use the Services, the Platform and the Content for your own purposes and you may not resell or sublicense the Services, the Content to any other person or entity. You agree that your license to use the Platform is voluntary, non-assignable, non-transferable.

- 6.2 **Account Security.** You must take reasonable precautions to maintain the security of your Device to prevent unauthorized access to the Platform. You will be required to set up a username and secure password to log onto the Platform and to access the Services (the “**Login Credentials**”). You represent and warrant you will not share your Login Credentials with any other person or permit anyone to use or access the Platform or the Fuse Account. You agree to take all necessary steps to preserve the confidentiality of, and to prevent the fraudulent or other misuse of the Login Credentials. You agree to immediately notify us upon becoming aware of any unauthorized use of your Login Credentials or any other breach of security related to the Platform, the Services or your Fuse Account. You are solely responsible for all activity that occurs in the Platform using the Login Credentials.
- 6.3 **Feedback.** Any feedback, enhancements, suggestions or requests you make to Fuse about its Services, the Platform or any other matter related to this Agreement (“**Feedback**”) shall be the confidential information of Fuse. You agree that Fuse may use the Feedback without any restrictions and you assign to Fuse all rights you may have in and to the Feedback.
- 6.4 **Integrations.** You may use Railz Financial Technologies Inc. (“**Railz**”) to connect the Fuse Services and the Fuse Account to your accounting software. This integration is offered to you as a convenience. The Railz technology is not under our control and by using it, you do so at your own risk. Fuse does not endorse or approve of Railz and Fuse shall not be held responsible for any damages that you may incur when you connect your Fuse Services and/or Fuse Account to your accounting software through Railz.
- 6.5 **Binding Instructions.** We will consider any access to the Platform through the use of your Login Credentials to be duly authorized by you. All instructions and information communicated to us through the Platform using your Login Credentials or otherwise communicated to us by you in writing by you or your employees or representatives will be binding on you. If you are authorized to issue instructions in connection with a Bank Account, you confirm that you grant the authority to any employees, agents or other representatives that you permit to use the Fuse Platform on your behalf to legally bind you. Fuse is not required to verify the bona fides of transactions or the actual identity of users. Except as otherwise agreed to in writing by Fuse, Fuse has no obligation to verify any information that you provide or that is provided on your behalf, and Fuse is entitled to rely upon such information. In the event that you wish to revoke the authority for any person to use a Fuse Account in connection with a particular Bank Account, you must notify Fuse either through the Fuse Platform or by contacting us through our support channels, available through the website.
- 6.6 **Prohibited Use.** You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works from, decompiling, reverse engineering, disassembling, transferring, or using the Platform or the Services for any purpose. You may not use the Platform or the Services in any manner that could damage, disable, overburden, or impair the Platform, the Services or the Content.
- 6.7 **Prohibited Conduct.** You hereby covenant and agree that you will not charge your customers for access to the Invoice Services or Payment Services, other than transaction costs or fees that may be imposed on you directly by the Payment Processor and your customers have agreed to pay. No mark up on such transaction costs or fees may be charged by you.

6.8 **Applicable Law.** Your access to and use of the Services and the Platform are subject to all applicable provincial and federal laws and regulations. You may not use the Services, Platform or any Content in violation of, or to violate, any law, rule or regulation.

7. FEES

7.1 **Fees.** You shall pay such fees as are applicable to the Services and subscription selected by you including applicable taxes. All fees due in connection with the Services are non-refundable, whether such fees are transaction fees, monthly subscription fees, or other fees. Information about the fees and your subscription can be accessed at any time using the Platform or by contacting support@fusefinancial.ca. Fees may be subject to change upon 30 days prior notice to you.

7.2 **Payment Terms.** Subscription fees are payable in advance on the first day of each month. Transaction fees are payable at the time of the transaction. Payment for the Fees will be debited directly from your Fuse Account.

7.3 **Disputed Fees.** If you believe Fuse has charged you incorrectly, you must contact Fuse to dispute the charge or report the error no later than 30 days after the date of any invoice for subscription fees billed to you or within 30 days of the date of the transaction for any transaction fees debited to your Fuse Account. All fees will be deemed to be correct after the applicable 30-day period has elapsed. In the event of a dispute, you will pay any undisputed Fees and Fuse will discuss the disputed amounts with you in good faith in order to resolve the dispute.

7.4 **Overdue Fees.** You shall pay interest on all amounts due to Fuse pursuant to this Agreement from and after the due date of such amounts at the rate of twenty-one percent (21%) per annum.

7.5 **Pre-Authorized Debit.** In order to use the Services, you must pre-authorize Fuse to debit your Fuse Account for any subscription fees or transaction fees. The Pre-Authorized Debit Agreement (this "Authorization") in this Section 7.4 constitutes your agreement and authorization for Fuse to debit your Fuse Account and is effective as of the date you enter this Agreement.

7.5.1 You hereby authorize Fuse to debit the Fuse Account for purposes of collecting any and all amounts owed to Fuse under this Agreement (a "debit" or "PAD"). In particular, you agree that if any payment is dishonored by the Bank for any reason, Fuse shall be entitled to issue another debit in substitution for the dishonored debit. Fuse shall be under no liability whatsoever caused by a dishonored debit.

7.5.2 You acknowledge that this Authorization is provided for the benefit of Fuse and the Bank and is provided in consideration of the Bank agreeing to process all debits against your Fuse Account in accordance with the Rules of the Payments Canada. You acknowledge that your agreement to this Authorization with Fuse constitutes delivery of this Authorization by you to Fuse and the Bank.

7.5.3 You may cancel this Authorization at any time but you will no longer be able to access any Payment Services.

- 7.5.4 You acknowledge that the debits authorized pursuant to this Authorization are for business purposes.
- 7.5.5 You acknowledge that the Bank is not required to verify that (a) a PAD has been issued in accordance with the particulars of this Authorization or (b) any purpose of payment for which the PAD has been issued has been fulfilled by Fuse as a condition to honoring a PAD issued on your Fuse Account.
- 7.5.6 Even if you cancel or revoke this Authorization, the remainder of this Agreement between you and Square survive and remain in effect in accordance with their terms. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, you may contact the Bank or visit <https://www.payments.ca>.
- 7.5.7 You have certain recourse rights if any debit does not comply with this Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on your recourse rights, contact the Bank or visit <https://www.payments.ca>.
- 7.5.8 A PAD may be disputed by you only if (a) the PAD was not drawn in accordance with this Authorization or (b) amounts were drawn after this Authorization was revoked. In order to be reimbursed, you acknowledge that a declaration must be completed and presented to the Bank up to and including 10 business days after the date on which the PAD in dispute was posted to the Fuse Account. You acknowledge that, after such 10 business day period, a claim that the Authorization was revoked or any other dispute of a PAD is a matter to be resolved solely between you and Fuse.
- 7.5.9 You understand that you can contact Fuse at support@fusefinancial.ca or the address noted below to make any inquiries, obtain information or seek any recourse rights with respect to this PAD arrangement:

Fuse Financial Inc.
736 Meridian Rd NE
Calgary, AB T2A 2N7
Phone: 1-888-300-3873

- 7.5.10 YOU UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS AND, IN PARTICULAR, YOU HEREBY WAIVE THE RIGHT TO RECEIVE ANY NOTICE FROM FUSE OF THE AMOUNT TO BE DEBITED AGAINST THE FUSE ACCOUNT AND THE DATES ON WHICH THE DEBITS WILL BE PROCESSED, AS WELL AS NOTICE OF ANY AND ALL FUTURE CHANGES TO THE AMOUNTS OR PAYMENT DATES.

8. ELECTRONIC COMMUNICATIONS

- 8.1 **Consent.** Fuse may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing (“Communication”) regarding our Services. You consent and agree to receive Communication electronically, rather than in paper form, and to the use of electronic signatures in our relationship with you (“Consent”).

- 8.2 **Electronic Delivery of Communications and Use of Electronic Signatures.** Your consent to receive electronic Communication includes: (a) this Agreement and any revisions of this Agreement; (b) agreements and policies required to use the Services and any amendments or revisions of such agreements and policies (e.g. Fuse’s Privacy Code, pricing information, etc.); (c) payment authorizations and transaction receipts or confirmations; (d) account statements and history; and (e) any other information relating to your use of the Services. We may also use electronic signatures and obtain them from you.
- 8.3 **Method of Providing Communications to You in Electronic Form.** All Communication that we provide to you in electronic form will be provided:
- 8.3.1 Via email to the email address you have provided to us which may contain the Communication or a link through which you may view the Communication; or
 - 8.3.2 Posted on the website: www.fusefinancial.ca; or
 - 8.3.3 Via the Platform when you log in using your secure password.
- 8.4 **Updating Your Records.** You must provide us with a current email address to receive Communication. It is your responsibility to provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Agreement and to maintain and update promptly any changes to this information. You can update your information (such as your e-mail address) by contacting us at support@fusefinancial.ca or via the Platform. If you give us an incorrect email address or fail to keep it updated, you agree that any Communication we may make available or attempt to send to you via email will be deemed to have been provided to you on the day that it is sent by Fuse.
- 8.5 **System Requirements.** To receive, access or retain electronic Communication, you will need a computer or other device with internet access, a compatible web browser and, for some types of Communications, a PDF file reader. Compatible browsers include the most current version (and typically one or more prior versions) of all major browsers in widespread use. You will also need access to a printer or the ability to download information to keep copies for your records. When you agree to receive electronic Communications, you are indicating that you have the capability to access the Communications electronically and to download or print copies for your records.
- 8.6 **Paper Delivery of Communication.** We will not send you a paper copy of any Communication, unless you request a paper copy or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by submitting your request in writing to the address or email address specified in Section 7.4.9. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- 8.7 **Withdrawal of Consent to Electronic Communications.** You may withdraw your consent to receive electronic Communication at any time, by writing to the Fuse Address. However, we may not be able to provide Services to you if Consent is withdrawn.

9. CONFIDENTIALITY AND PRIVACY

9.1 For the purposes of this section,

9.1.1 **“Confidential Information”** means any information identified by either you as “Confidential” and/or “Proprietary”, or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to your business, employees, service methods, software, documentation, financial information, prices and product plans. Confidential Information includes Personal Information;

9.1.2 **“Personal Information”** means information that may identify a person as an individual as defined by applicable provincial or federal privacy legislation;

9.2 **Non-Disclosure.** Fuse shall not disclose your Confidential Information except as permitted in accordance with the terms of the Agreement. Fuse shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence your Confidential Information. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than by Fuse; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on Fuse; (iii) was known to Fuse at the time of disclosure; (iv) was generated independently by Fuse; or (v) is required to be disclosed by law, subpoena or other legal process. Fuse may transfer your Confidential Information to a governmental agency or other third party to the extent necessary for Fuse to perform its obligations under the Agreement or if you have given Fuse written authorization to do so.

9.3 **Fuse Privacy Obligation.** Fuse shall take commercially reasonable steps to ensure that it is at all times in compliance with all applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. For complete details on our commitment to respect and protect the privacy and confidentiality of personal information of individuals, please refer to our Privacy Code.

9.4 **Your Privacy Obligation.** You shall take commercially reasonable steps to ensure that you are at all times in compliance with applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. You will obtain from your customers such consents as are required under applicable privacy legislation or other applicable law in order to allow you to collect, use, store and retain Personal Information and to disclose all or portions of such personal information to Fuse to use as contemplated by this Agreement. You shall indemnify Fuse for claims brought by your customers or third parties arising out of your failure to obtain such consent or for any breach of privacy legislation.

10. LIMITATION OF LIABILITY

10.1 **Limitation of Liability.** FUSE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FUSE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH

REGARD TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Without limiting the generality of the foregoing, you acknowledge and agree that Fuse:

- 10.1.1 does not represent or warrant that the Services will be uninterrupted or error-free, or the servers that make such services available, are free of viruses or other harmful components;
 - 10.1.2 does not represent or warrant that the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable;
 - 10.1.3 shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through such Services;
 - 10.1.4 shall not be responsible for the information or data you or your clients submit or enter into the Fuse platform or to any third-party service integrated with the Fuse platform;
 - 10.1.5 shall not be responsible for any loss or damage you may sustain as a result of your use of the services of any Payment Processor, Railz, or due to your use of any third party services or software that you may connect to the Fuse Services or Fuse Account including any accounting systems providers.
- 10.2 **Aggregate Liability.** THE AGGREGATE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUBCONTRACTED SERVICE PROVIDERS) OF FUSE TO YOU IN RESPECT OF ALL CAUSES OF ACTION ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF: (I) AN AMOUNT EQUAL TO THE TOTAL OF ALL FEES PAYABLE BY YOU TO FUSE PURSUANT TO THIS AGREEMENT FOR THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION; OR (II) \$5,000.
- 10.3 **Consequential Damages.** In no event, whether as a result of (i) breach of contract, warranty or representation, (ii) tort, (iii) alleged negligence, (iii) liability without fault or strict liability, or (iv) any other liability, shall Fuse be liable for incidental, consequential, indirect, special, or punitive damages and for greater certainty shall not be liable for claims for delay or inability to use services, loss of use of data, loss of goodwill, loss of profits or revenue, failure to realize expected savings, cost of capital, cost of substituted assets, cost of substituted services, down time costs, or labour costs.
- 10.4 **Specific Jurisdictions.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may be limited by law in your jurisdiction to the extent that such laws apply to these terms.
11. **Notices.**
- 11.1 **Notice to you.** Except as otherwise provided in this Agreement, we may give you any notices by any means of written or electronic communication, by posting the notice on our website or the

Platform, or by mailing it to you. We will use your last contact information on our records and you will be deemed to receive such notice (a) at the time of sending it in the case of an electronic communication; (b) at the time posting the notice on our website or our platform; or (c) at the time of receipt in the case of delivery by mail or courier.

11.2 **Notice to Fuse.** You must deliver any notices or communications concerning this Agreement or any Service to Fuse at support@fusefinancial.ca or to 736 Meridian Rd NE, Calgary, AB T2A 2N7

12. GENERAL

12.1 **Assignment.** You may not assign this Agreement without our prior written consent. Fuse may assign any of its rights and obligations under this Agreement upon providing written notice to you.

12.2 **Subcontracting.** Fuse shall be entitled to delegate or sub-contract, without your consent, all or any of its obligations under this Agreement to any of its affiliates or any other Subcontracted Service Provider.

12.3 **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

12.4 **Entire Agreement.** This Agreement contains the entire agreement between you and Fuse with regard to its subject matter to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations.

12.5 **Amendment.** We may change the terms of this Agreement or change the terms of your Services at any time. We will ordinarily send you advance notice of an adverse change to this Agreement. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we do provide you with notice of changes, we may do so by any means we consider appropriate, unless applicable law requires notice by a specific means. In some cases, we will mail the notice to you at the address we currently show for your statement or we may provide it to you electronically. If you would like a copy of a current Agreement or have questions, please contact support@fusefinancial.ca.

12.6 **Waiver.** No failure on the part of Fuse to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Fuse preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies are cumulative and are not exclusive of any other remedies provided by law.

12.7 **Governing Law.** This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.