February 16th, 2022

Definitions

Account	The Customer's arrangement with LockerGM to access and use the Software.
Customer	The organization accessing and using the Software. Includes all Users belonging to that organization.
LockerGM	The application service provider (ASP) for the LockerGM web application software
Software	LockerGM locker management web application software.
User	Any individual accessing and using the Software, whether from within the Customer's organization or externally.

1.1 General Conditions

1. The terms and conditions of this Agreement plus LockerGM Proposals, Schedules, or other documents in or referencing this Agreement constitute the entire Agreement between the Customer and LockerGM and shall not be modified or rescinded, except in writing, signed by the Customer and LockerGM. The provisions of this Agreement supersede and precede all prior oral and written quotes and communications.
2. The Customer must read, agree with and accept all of the terms and conditions of this Agreement before the Customer may access and use the Software. Any usage of the Software by the Customer or any of its Users constitutes full acceptance of the terms and conditions of this Agreement.
3. Any new features added to the Software shall also be subject to the terms and conditions of this Agreement. LockerGM reserves the right to update and change the Terms and Conditions by posting an update on the LockerGM website at http://www.lockergm.com. The Customer is advised to check the Terms and Conditions occasionally for any updates or changes.
4. Communication between the Customer's Internet Browser and the Software is encrypted using standard SSL certificates. Credit card information is always encrypted during transfer over networks. Credit card information is not stored in the Software. The Customer acknowledges that any other communication using the Software may be transferred unencrypted.
5. The Customer acknowledges and agrees that the use of the Software, including information transmitted to or stored by the Software is governed by our privacy policy at http://www.lockergm.com.
6. The Customer acknowledges and agrees that it is its sole responsibility to ensure that the usage of the Software is fully compliant with any and all laws, regulations, standards, policies, terms and conditions that it is subject to, including those referenced in this Agreement.
7. The Customer acknowledges and agrees that it is responsible for all activity and content from all Users under its Account.
8. The Customer acknowledges and agrees that it is responsible for all aspects of payment processing and credit card processing, including, but not limited to fees, equipment, banking arrangements, transaction security, data storage security, tax/duty/levy collection and tax/duty/levy remittance.

2.1 Software Account

1. If you are signing up for the Software on behalf of your employer, your employer shall be the Customer. You represent and warrant that you have the authority to bind your employer ("the Customer") to this Agreement.
2. The Customer is responsible for keeping all usernames and passwords secure. LockerGM will not be responsible for any loss or damage from the failure to maintain the security of usernames and passwords.

3.1 Payment and Refunds

1. Monthly Fees or Yearly Fees will be invoiced at the start of the usage of the Software. Monthly Fees for subsequent months will be invoiced at the beginning of each month. Yearly Fees for subsequent years will be invoiced at the beginning of each year. All one-time Setup fees will be invoiced at the acceptance of this Agreement.
2. Payment can be made by Visa, MasterCard, Company Cheque, Bank Draft, EFT or ACH. If the Customer's credit card is declined or cheque returned as NSF, a $50 NSF charge will be applied.
3. Payment must be received in full within 30 calendar days of each payment due date, otherwise it will be considered a delinquent amount and will be subject to a late payment fee of $100 and interest charges on the delinquent amount of 1.5% per month compounded monthly (effective rate of 19.56% per year) starting on the invoice date.
4. An Account may be suspended if payment still has not been received in full more than 30 days since the payment due date. An Account may be terminated if payment still has not been received in full more than 60 days since the payment due date. An account statement will be issued and the account may be referred to a collection agent or legal action may start.
5. All fees are exclusive of all federal, provincial, state or other governmental sales, goods and services, harmonized or other taxes, fees, or charges now in force or enacted in the future.
6. LockerGM does not provide any refunds.

4.1 Term, Renewal and Termination

1. The initial term of this Agreement is 1 year. Thereafter, the Customer may only renew this Agreement for successive 1-year terms upon continued usage of the Software per the terms and conditions of this Agreement and payment of all outstanding balances. Updated fees and pricing may apply at yearly renewal.
2. LockerGM reserves the right to suspend the account without notice should we determine, at our sole discretion, any material breaches of the agreement. Should the customer not rectify the breach within 30 days of suspension, LockerGM reserves the right to terminate the account.
3. The Customer may terminate their Account at any time by emailing support@lockergm.com and then following the instructions in LockerGM' s response.
4. Once Account termination is initiated, all Customer data will be deleted from the Software. Deleted data cannot be retrieved.

5.1 Disclaimer and Limitation of Liability

1. The Software is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the

implied warranties of merchantability and fitness for a particular purpose, unless otherwise stated. The entire risk as to the quality and performance the Software is with the Customer.

2. The Customer expressly understands and agrees that LockerGM shall not be liable for any property damage, personal injury, loss of use, loss of data, loss of profits, loss of goodwill, interruption of business, or other consequential, indirect, incidental, punitive or special damages. This applies to all situations however caused, whether for LockerGM errors, omissions, and delays; 3rd party errors, omissions and delays; customer errors, omissions and delays; breach of warranty, contract, tort (negligence included), strict liability or otherwise, other than those damages that are incapable of limitation, exclusion or restriction under applicable law. No suit or action shall be brought against LockerGM more than 90 days after the related cause of action has accrued.
3. Both parties agree to indemnify and hold and their parent, subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the Software.
4. LockerGM shall not be liable to the Customer or to any third party for any modification, fee change, suspension or termination of the Account.
5. LockerGM does not warrant that the Software will be uninterrupted, timely, secure, or error-free.
6. LockerGM does not warrant that the quality of the Software will meet the Customer's expectations. LockerGM will make reasonable efforts to correct any errors in the Software.

6.1 Copyright

1. The Software and its original content, features and functionality are owned by LockerGM and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
2. The Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Software without express written consent by LockerGM.

7.1 Acceptable Use Standards

1. LockerGM reserves the right to suspend an Account with no refunds issued should we determine, at our absolute discretion, that usage of the Software is not acceptable for reasons that include, but are not limited to:
   1. Customer violation of Civil and Criminal laws and regulations, including but are not limited to areas of Copyright, Intellectual Property, Trade Secrets, Personal Information and Confidential Information.
   2. Customer does not comply with standards, policies, terms and conditions referenced by this Agreement.
   3. Customer actions, materials or links to materials that are unlawful, pornographic, hateful, abusive, or threatening towards another person, entity or group.
   4. Customer materials that are considered junk or unsolicited bulk email (Spam, mail bombing, etc.).
   5. Customer usage of Software causes network disruption on LockerGM network or other networks, whether usage is intentionally malicious (network flooding, accessing another's site without permission, port scanning for vulnerabilities on other Servers etc.) or unintentional.

   Should the customer not rectify the breach within 30 days of suspension, LockerGM reserves the right to terminate the account, at our sole discretion,
2. Any suspension or termination of the Account shall not relieve the Customer of any liability incurred or monies due prior to such termination. LockerGM reserves the right to prosecute organizations and individuals who knowingly disregard these laws, regulations, standards, policies, terms or conditions.

8.1 Complete Agreement, Severability and Waiver

1. The terms and conditions of this Agreement plus LockerGM Proposals, Schedules, or other documents in or referencing this Agreement constitute the entire Agreement between the Customer and LockerGM and shall not be modified or rescinded, except in writing, signed by the Customer and LockerGM. The provisions of this Agreement supersede and precede all prior oral and written quotes and communications, including but not limited to, any prior versions of the Terms and Conditions.
2. If any provision of the terms and conditions of this Agreement are held to be illegal, invalid or un-enforceable, in whole or in part, the legality, validity and enforceability of the remaining provisions shall not be affected.
3. The failure of LockerGM to exercise or enforce any right or provision of the terms and conditions of this Agreement shall not constitute a waiver of such right or provision.

9.1 Governing Laws

1. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada. The Customer submits to the exclusive jurisdiction of the courts of the Province of Alberta.

10.1 LockerGM Payment Management

The terms and conditions of Section 10 apply only if the Customer uses LockerGM Payment Management.

1. The Customer acknowledges and agrees to rent each locker to LockerGM when the Customer's User requests a locker rental through the Software. LockerGM will then in turn rent the locker to the Customer's User.
2. The Customer will set the fees for locker rentals within the Software that it would like LockerGM to charge the Customer's Users.
3. The Customer will give LockerGM both a discount and a per transaction fee on the locker rental from the Customer to LockerGM as stated in this Agreement.
4. The Customer will be provided 30 days' notice should LockerGM update the discount rate and transaction fees based on the transaction volume and types of cards used.
5. The Customer must handle any disputes for locker rentals from the Customer's Users.
6. The Customer must reimburse LockerGM for any chargebacks, NSF, or other fees resulting from the Customer's Users.
7. LockerGM will provide a Statement of Account including LockerGM Monthly or Yearly Fees, locker rental fees, per transaction fees, chargebacks, NSF, and all other fees on a monthly basis to the Customer. LockerGM will forward funds due to the Customer per the Statement of Account via Company Cheque, EFT or ACH to the Customer.
8. LockerGM will forward funds due to the Customer when the payment threshold meets or exceeds $100. Funds due below the payment threshold of $100 will be forwarded upon written request by the Customer.