TERMS AND CONDITIONS OF USE OF THE SUMMUM CREDIT PLATFORM

1. Object

1.1 Under the terms of Agreement, **Summum Credit** provides the Member with the services, goods and/or benefits available (hereinafter the "**Benefits**") as set out in section 3 hereof, in consideration for the Member's payment of the Subscription Fees under the terms and conditions more fully described herein;

2. Definitions

2.1 Unless otherwise provided in Agreement, the following words and expressions contained herein and in any ancillary documents have the meanings set out below, namely:

2.1.1 "**Client Access**" means the secure digital interface made available to the Member by **Summum Credit**, accessible via the internet at **summumcredit.com/en,** allowing the Member to consult and manage information relating to the Member's subscription, including invoices, account details, available Benefits, as well as perform certain operations such as modifying personal information or terminating the subscription;

2.1.2 "**Agreement**" means this subscription agreement, including the preamble, all Appendixes, any documentation subordinate hereto, as well as any amendments that may be made hereto by the Parties. The expressions "hereof," "herein," "hereto," and other similar expressions refer to Agreement in its entirety and not solely to the specific paragraph or specific section in which they appear, unless specifically provided otherwise;

2.1.3 "**Effective date**" means the date on which Agreement is signed and becomes effective, as shown in the header of Agreement;

2.1.4 "**Member(s)**" means any person, including the Member identified by name herein, who has entered into Agreement with **Summum Credit**;

2.1.5 "**Month(s)**" or "**Monthly**" means calendar months;

2.1.6 "**Period**" means a Monthly period extending from the first (1st) to the last day of each Month, it being understood that the first (1st) Period begins on the Effective Date and ends on the last day of the Month in which the Effective Date occurs;

3. Services included in the Subscription

3.1 Member status grants access to the Benefits;

3.2 The Benefits available to Members include, exclusive offers from selected partner merchants, discounts, promotions, preferential rates, and referral programs. The manner in which the Member may access such Benefits is specified on **Summum Credit'**s Client Access. The availability of the Benefits may differ over time and by geographic location. The relevant partner merchants are entities independent from **Summum Credit**, which acts solely as an intermediary between the Member and the partner merchants. Access to certain Benefits may be subject to the execution of a separate agreement between the Member and a partner merchant;

4. Amendments to the Agreement

4.1 **Summum Credit** reserves the right to unilaterally amend Agreement, including the Subscription Fees and the subscription terms and conditions. Any amendment shall take effect after written notice is sent to the Member at least thirty (30) days before the effective date. The notice shall specify the provision concerned, its amended version, the effective date of the amendment, as well as the Member's right to terminate Agreement without fees or penalties, provided that the Member sends a termination notice to **Summum Credit** no later than thirty (30) days following said effective date, if the amendment results in an increase of the Member's obligations or a reduction of **Summum Credit**'s obligations;

4.2 Subject to applicable laws, failure of the Member to respond within thirty (30) days following the effective date of said amendment shall be deemed acceptance thereof;

4.3 **Summum Credit** may also amend, without notice, any Benefit included in the subscription. The removal of any such Benefit during the Term of the Agreement shall not result in any reduction of the Subscription Fees. **Summum Credit** nevertheless undertakes to maintain a reasonable offering of services in terms of quantity and quality;

5. Term of the Agreement

5.1 Agreement comes into force on the Effective Date and has a Term of one (1) year, automatically renewable, unless terminated in accordance with the provisions herein;

5.2 Default and Termination of the Agreement

5.2.1 **Summum Credit** may terminate Agreement in the event of default in payment of the Subscription Fees or for any other serious reason, if the Member does not remedy such default within seven (7) days following the receipt of a written notice to that effect. Such termination is without prejudice to **Summum Credit**'s right to recover amounts due;

5.2.2 **Summum Credit** may also terminate the Agreement for any other reason, upon written notice delivered to the Member at least sixty (60) days prior to the termination date;

5.3 Suspension of Services in Case of Non-Payment

5.3.1 In the event of non-payment of the Subscription Fees and if the default is not remedied within seven (7) days, **Summum Credit** is authorized to suspend all services without further notice or delay, subject to any other remedy provided in Agreement and/or provided by law;

5.4 Management of the Subscription

5.4.1 The Member may manage the subscription with **Summum Credit** via the Member's Client Access. Any termination of the subscription results in the immediate loss of access to the Benefits provided hereunder;

5.5 End of the Agreement

5.5.1 The Agreement ends upon the occurrence of any of the following events:

5.5.1.1 Termination by the Member in accordance with the provisions herein;

5.5.1.2 Termination by **Summum Credit** in case of default by the Member, in accordance Agreement;

5.5.1.3 Account closure requested by the Member;

5.5.2 In the event of termination of the subscription in accordance with the provisions hereof, the Member is entitled, where applicable, to a refund of the Subscription Fees already paid in accordance with Agreement, calculated in proportion to the number of days remaining until the expiry of the initial or renewed Term;

6. <u>Limitation of Liability of Summum Credit</u>

6.1 **Summum Credit** shall not be liable to the Member for any damage, whether direct or indirect, material or moral, resulting from the use of the Benefits offered by partner merchants, unless such damage directly results from gross or intentional fault committed by **Summum Credit** or one of its duly authorized representatives;

6.2 The Member acknowledges that **Summum Credit** acts solely as an intermediary between the Member and the partner merchants, which are independent entities. Consequently, **Summum Credit** cannot be held liable for the quality, availability, conformity, or any other characteristic of the Benefits provided by such partner merchants;