



Terms of Use

1.1 Introduction

The sender of an Email Money Transfer has instructed CertaPay to make a payment to you and has provided us with your name, email address, and some questions for you to answer so we can protect your funds. If you have an account at one of our [member institutions](#), you can choose to receive this payment through that institution's online banking service. If you want to receive your payment by deposit to your account at a non-member financial institution or without using an online banking service, you will have to register with CertaPay. These Terms and Conditions apply only to the CertaPay service for collecting Email Money Transfers.

Please read the following terms and conditions carefully and tell us you agree to abide by them by selecting "I Agree " where indicated at the bottom of this page. When you have told us you agree with all the following terms and conditions, you will be registered. Registration with CertaPay is a one-time process. It is only required the first time you choose to deposit an Email Money Transfer. If you do not agree with any of the terms and conditions, please contact Sender to arrange another method of payment or collect the transfer through one of our partner's online banking services.

1.2 Definitions

When we use the word "CertaPay" or "we" in these terms and conditions, we mean CertaPay Inc., its employees, agents, contractors, subcontractors and suppliers, as appropriate. "Sender" means the person who sent you the Email Money Transfer.

1.3 CertaPay

CertaPay is an online person-to-person payment service that lets one person make a payment to another through the Internet. See how it works by visiting: <https://www.certapay.com/ca/oon/en/demo/>. CertaPay facilitates payments only. It is not a bank and is not subject to banking regulations. For banking services, you should contact one of our partner banks.

1.4 If you want to use CertaPay to send money.

You can only use the CertaPay deposit site to receive Email Money Transfers. To send an Email Money Transfer, you need an account at a CertaPay [member institution](#). Please contact your bank to find out more about Email Money Transfers.

1.5 Privacy

CertaPay must collect certain information about you in order to pay Email Money Transfers. The collection and use of that data is subject to our Privacy Policy. Please review our [Privacy Policy](#) for a full description of the information we collect, how we protect it, why we need it and how we use it.



1.6 Agreement to terms and conditions

When you select "I Agree" at the end of these terms and conditions, you will be saying that you have read and understood them, and that you agree to be bound by them and comply with them. By clicking "I Agree", you will be entering into legal contract with CertaPay. If you click "I Agree" without reading these terms and conditions, you are still agreeing to be bound by them. CertaPay may make changes to these terms and conditions at any time. You will be notified of any changes to the terms and conditions when you deposit subsequent transfers and will be asked to confirm that you still agree to be bound by the amended terms and conditions. If you do not agree with the changes, you will not be able to continue to use the CertaPay service. We encourage you to print a copy of these terms and conditions and any updates for your own files.

1.7 Your Email Money Transfer

- a) You may only use the CertaPay Web Site to collect funds that are intended for you. You may not use this Web Site to collect transfers where you are not the sender's intended recipient.
- b) You may only use CertaPay Web Site to deposit funds to your own account. You may not use this Web Site to deposit transfers to a bank account where you are not the account holder or do not have legal signing authority. In the case of joint accounts, only one account holder may have the account registered to their profile at one time.
- c) When an Email Money Transfer is sent, the sender's bank will hold the funds for you until you either receive the transfer or the transfer expires. You will not earn interest on the funds during the time they are being held for you. The funds are being held in a clearing account at one of our member institutions. d) Once our records show that you have received an Email Money Transfer, the transfer will be final.
- e) Until you have attempted to deposit the Email Money Transfer, the Sender may cancel the transfer and you will no longer have a right to collect the Email Money transfer. CertaPay may also not complete your transfer because you have supplied incorrect information to CertaPay, because you cannot answer the challenge question(s), because your personal information cannot be verified or because your transfer exceeds a transaction limit. If CertaPay cannot complete your transfer, CertaPay will automatically notify the Sender to cancel the transfer. If the Sender cancels the transfer for any of the above reasons, your sole remedy for non-payment is against Sender and you will have no claim against CertaPay.
- f) CertaPay will not be able to deposit the funds to your account electronically if the account information you provide is invalid or incorrect. If the transfer cannot be processed electronically, CertaPay will mail a cheque to the home address you specified during registration. CertaPay reserves the right to charge you a \$2.00 CAD penalty for transactions that can't be processed electronically due to incorrect data supplied. You will be charged a handling fee of \$2.00 each time the account information you provide for the deposit of your Email Money Transfer is invalid. You will receive an email and have one attempt to correct this information by editing your profile on the CertaPay transfer site. If your Email Money Transfer deposit fails a second time due to invalid account information, we will mail you a cheque for the Email Money Transfer amount, less the service fee (\$2.00) and the handling fees (2 X \$2.00).

The handling fee is applied each time your Email Money Transfer deposit fails due to invalid account information, for a maximum of \$4.00.



g) In order to process Email Money Transfers, you authorize us to check the accuracy of the personal information you have provided to us. You understand that in order to verify your personal information, we may disclose your personal information to third parties and such third parties may provide verification of such personal information to us from information they have previously collected about you.

1.8 Disclaimers

a) System malfunction. CertaPay is not responsible or liable for any loss resulting from causes outside its direct control, such as failure of electronic or mechanical equipment or communication lines, computer viruses, "hacking", unauthorized access, theft, operator error, severe weather, natural disasters, strikes or other labour problems, wars, governmental restrictions, or for any loss of information caused by disruptions in or malfunctions of service.

b) Exclusion of warranties. You expressly agree and understand that CertaPay provides an intermediary service only. CertaPay's only obligation is to carry out Sender's instructions by inviting you to register with CertaPay and collect your Email Money Transfer through the CertaPay system. To the fullest extent permitted by applicable law, CertaPay expressly disclaims any warranties of any kind, whether express or implied, statutory or otherwise, with respect to its services and with respect to the transactions between you and Sender. You assume all liability and risk in accepting Email Money Transfers through CertaPay, including any liability or risk that Sender improperly directed the transfer to you, that you may have to return the transfer to Sender for any reason, that the transfer was illegal, or that you may legally be required to turn the transfer over to another person for any reason. You agree that CertaPay is not liable or responsible for any losses or damages suffered by you because of Email Money Transfers accepted by you.

1.9 Eligibility and your responsibilities

a) Eligibility. To use this service, you must be at least 18 years old and able to form legally binding contracts under applicable law. You must also be a Canadian resident. The first time you receive a payment through CertaPay, you must register by providing certain identifying information and answering questions provided to us by Sender.

b) Transfer methods. If you want to receive the Email Money Transfer by deposit into your bank account with a non-member financial institution, you must have a valid deposit account in your own name at a Canadian financial institution that can receive deposits by Electronic Funds Transfer. In the event of difficulty depositing an Email Money Transfer, your funds will be delivered by cheque. In order to deposit the funds, you must have a postal mailing address in Canada.

c) Technical requirements. To use this service, you will need a Web browser supporting 128 bit security and equivalent to Netscape 4 or Microsoft Internet Explorer 4 or higher. Instructions for downloading and installing these products can be found here <https://www.certapay.com/ca/oon/en/128bit/>.

d) Information. You must provide true, accurate and complete information when filling out the registration form and whenever you use this Web Site or communicate with CertaPay. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide to us changes, you agree to notify CertaPay prior to depositing subsequent payments. We suggest that you print a copy of the information that you have provided to us by



selecting "My Profile" once you have logged in to the Web Site. You may also use the "My Profile" function, whenever you are collecting an Email Money Transfer, to access to change your personal information. You agree that we are entitled to rely on the information you provide us as to your deposit account, address, or identity and any loss suffered because this information is inaccurate or incomplete will be borne by you alone and not by CertaPay. If any information you give is untrue, inaccurate, outdated or incomplete, CertaPay has, among other remedies, the right to disable or terminate your registration immediately and block you from registering again. In addition, CertaPay can recover from you any costs or losses incurred by it because of its use of untrue, inaccurate, outdated or incomplete information.

e) Use of CertaPay service. You agree to use the CertaPay service only for lawful purposes. You will not use CertaPay in violation of any applicable law or regulation. You agree that CertaPay has the right, in its sole discretion, to disable your profile or refuse to process any transactions with you. As described more fully in the Privacy Policy, CertaPay may also report suspicious activity to the appropriate authorities and partner institutions. You agree that CertaPay will not be liable to you or held responsible for such termination or refusal of service or for reporting suspicious activity to the appropriate authorities.

f) Copyright and trademark protection. You acknowledge that the name CertaPay, the CertaPay logo and all the contents of this Web Site are the property of CertaPay, protected under copyright, trademark and other laws. The compilation of the content on this Web Site is the exclusive property of CertaPay and is protected by copyright laws. You may not sell, copy or modify any of the contents of this Web Site or otherwise use it for any public or commercial purpose. You may not use any of the contents of this Web Site on any other Web Site for any purpose.

g) Indemnification. To the greatest extent permitted by law, you will indemnify CertaPay and hold it harmless for any claims, liability and expenses of any kind arising out of your breach of these terms and conditions, or your use of this Web Site, its contents, or any other material or information provided to you by CertaPay.

1.10 Electronic communications

You agree that these terms and conditions, once you have selected "I Agree" at the end, will constitute a binding contract between you and CertaPay. You agree that the following may be provided to you by electronic means: notice of amendments to the terms and conditions; records of payments received through CertaPay, including confirmations of individual transactions; disclosures or notices required to be provided by law; and customer service communications, including any communications with respect to claims or complaints initiated by you. We are entitled to rely on the email address provided to us by you, and any electronic communication sent to you will be deemed to have been received by you no later than five business days after CertaPay sends it to you by email, whether or not you actually receive the email or retrieve the communication. You should print a paper copy of these terms and conditions and any electronic communications from CertaPay for your records.

1.11 Passwords

Before you complete your registration, you will be required to create a password. You may not reveal your password to anyone and you must not use anyone else's password. You agree to contact us immediately if you believe anyone else knows your password. CertaPay is not responsible for any losses incurred by you because of misuse of your password.



1.12 Transaction limits

CertaPay has the right to impose limits on the value of any transaction and the cumulative value or number of transactions during a period of time. You agree that CertaPay will not be liable if it refuses to make a payment to you that would exceed any limits established by it for security reasons.

1.13 Records of transactions

Records of all transactions will be posted and updated regularly on this Web Site. You can access these records whenever you receive an Email Money Transfer. However, you agree that CertaPay does not guarantee the accuracy of transaction records on this Web Site and will not be liable for any losses caused by reliance on such records. A confirmation will be sent by electronic communication to you and to Sender when, according to CertaPay's records, a payment transfer has been initiated to your account, when an Email Money Transfer has been processed or when a cheque has been mailed to you. If you think a confirmation or transaction record is wrong, contact CertaPay. You must contact CertaPay no later than 30 days after a transaction confirmation has been sent to you; otherwise the confirmation will be deemed to be correct. Any dispute relating records of transactions or the CertaPay service will be resolved as set out below in the section entitled "Complaints or disputes".

1.14 Funds delivery time

The timing of funds being deposited to your account cannot be guaranteed. CertaPay estimates that funds transferred through CertaPay will be deposited to your account within 3 to 5 business days. You acknowledge that there are a number of factors outside of the control of CertaPay that affect the timing of when funds are transferred to your account, such as internal rules of your financial institution regarding the transfer of funds. We make no representations or warranties regarding these factors outside of the control of CertaPay and you agree that we shall not be liable for any actions taken or which are not taken by third parties including by your financial institution, nor shall we be liable for any actual or consequential damages relating to the same.

1.15 Receiving limits

CertaPay has the right to impose limits on the value of any transfer and the cumulative value or number of transfers deposited through this Web Site during a period of time. You agree that CertaPay will not be liable if we refuse to make a payment to you that would exceed any limits established by us for security reasons.

1.16 Termination

CertaPay has the right, in its sole discretion, to terminate your registration and ability to access this Web Site or use any other services provided by CertaPay.

1.17 Severability



If any provision of these terms and conditions is found to be invalid, the invalidity of that provision will not affect the validity of the rest of these terms and conditions, which will remain in full force and effect.

1.18 Waiver

If CertaPay waives any provision of these terms and conditions, that will not imply that we will continue to waive that term or that we waive any other term.

1.19 Jurisdiction

The CertaPay Web Site is maintained in the Province of Ontario, Canada. It can, however, be accessed from places around the world. Although these places may have different laws from Ontario, by selecting "I Agree" where indicated at the bottom of this page, you agree that the laws of the Province of Ontario will apply to all matters relating to your use of this Web Site, without regard to rules relating to conflict of laws. CertaPay makes no claims that anything on this site may be lawfully viewed or downloaded outside of Canada. Access to materials on this site may not be legal by certain persons or in certain countries. If you access the Web Site from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Any dispute relating to these terms and conditions or the CertaPay service will be resolved as set out below in the section entitled "Complaints or disputes".

1.20 Links

This Web Site may contain links to third party Web Sites. These links are provided solely as a convenience to you and do not imply any endorsement by CertaPay. CertaPay is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party sites. If you decide to access linked third party Web Sites, you do so at your own risk.

1.21 Complaints or disputes

If you need more information or think a confirmation or transaction record is wrong, contact CertaPay at info@certapay.com or in writing to:

Complaints and Disputes
CertaPay Inc.
55 University Avenue, 8th floor
Toronto, Ontario
Canada M5J 2H7

If you contact CertaPay orally, you must confirm any dispute or complaint by email or in writing within ten business days. CertaPay will investigate any written dispute or complaint and send you an explanation by email or otherwise within 60 days. Any dispute arising out of or in any way connected with these terms and conditions or the CertaPay service will be determined by arbitration pursuant to the provisions of the Arbitrations Act, 1991 (Ontario) as they may be amended from time to time. Arbitration may be initiated upon either party giving 5 business days' written notice to the other. The arbitration shall be by a single arbitrator to be appointed by



agreement between the parties. If the parties fail to agree on the selection of an arbitrator within 15 business days of written notice, then either party may apply to the ADR Institute of Canada, Inc. for a list of arbitrators pursuant to Article 10 of their Rules of Procedure for Commercial Arbitration. The parties shall then select an arbitrator from that list according to those rules. All costs and expenses of arbitration shall be borne by the parties equally, unless the arbitrator in his or her sole discretion otherwise directs. The parties further agree that any arbitration shall take place in the City of Toronto, in the Province of Ontario, Canada.

1.22 Acceptance

If you agree to be bound by and to comply with the foregoing terms and conditions and wish to register, select "I Agree ". If you do not agree, select the "I Do Not Agree" button below or simply exit the Web Site and contact Sender to arrange an alternate method of payment.