

Acclaim Consulting Inc.

Billing and Payment Agreement

Last modified: November 1, 2019

THE BILLING AND PAYMENT AGREEMENT (“**BAPA**”), which follows, governs the relationship between You and Acclaim Consulting Inc. (referred to as “**Acclaim**”, “**We**”, “**Our**”, or “**Us**”), having a place of business in Richmond, British Columbia, (the “**Parties**”). The BAPA is a part of the AGREEMENT as defined in Section H of the Schedule A of the Terms of Use located at the <https://www.claimmanager.ca/media/legal/schedule-a.pdf> .

You may be referred in this document as You, Your, User, Account Owner, Account Member, or Administrator.

By using the Services, You agree to these terms. Please read the BAPA as well the AGREEMENT in its entirety and check for updates often. In case of a conflict between the BAPA and the Terms of Use, the Terms of Use shall prevail. IF YOU DISAGREE WITH THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE SERVICES.

1. Definitions.

Unless the context requires otherwise, capitalized terms in this Agreement have the meaning given in the Schedule A attached to the Terms of Use.

2. Billing and Payment. You will pay Acclaim all Services Fees promptly when due, in accordance with the following:

- a. Failure to pay Fees shall constitute a material breach of this Agreement;
- b. Payments will be billed to You in Canadian dollars, and Your Account will be debited on the terms of Your Services Plan;
- c. Acclaim will automatically renew Your monthly, quarterly, or annual Services at the then-current rates, unless the Services are cancelled or terminated under this Agreement. Additional cancellation or renewal terms may be provided to You on the website for the Services;
- d. You authorize Us to charge Your credit card for all Services Fees and outstanding balances in accordance with the terms of Your Services Plan, on monthly, quarterly or annual basis;
- e. You must pay with one of the following:
 - i. A valid credit card acceptable to Acclaim;
 - ii. A valid debit card acceptable to Acclaim;
 - iii. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;
or
 - iv. By another payment option Acclaim provides to You in writing;

- f. By providing a credit card to Us as part of Your Account set-up for Your monthly, quarterly or annual pre-authorized payments, You authorize us to charge Your credit card for all outstanding fees, interest, taxes and charges due under the Agreement, and this constitutes Our good and sufficient authority for doing so;
 - g. If Your payment and registration information is not accurate, current and complete and You do not notify Us promptly when such information changes, We may suspend or terminate Your Account and refuse Your use of the Services;
 - h. If You do not notify Us of updates to Your payment method (e.g., credit card expiration date), to avoid interruption of Your service, We may participate in programs supported by Your card provider (e.g., updater services, recurring billing programs, etc.) to try to update Your payment information, and You authorize Us to continue billing Your Account with the updated information that We obtain;
 - i. To the extent that Services Fees are billed and paid through a third-party credit card processor, such third party's standard terms and conditions shall apply to You;
 - j. You are solely responsible for payment of any goods and services taxes, sales taxes, value added taxes, and excise taxes, as applicable (but excluding any taxes attributable to Our income), resulting from Your use of the Services.
 - k. If Your Services Plan is for an organization or entity, Services Fees will be incurred whether or not such Services Fees were incurred by the Account Owner, Account Member or the responsible or control person for such organization or entity.
 - l. The Account Owner may choose if the Account Owner or another Person pays for the licence.
 - m. The Services Fee may be prorated over Your Term, as applicable.
 - n. All Services Fees are non-refundable.
 - o. All outstanding amounts owing under this Agreement will incur interest at a rate of 1 percent (1%) per month (or if such interest rate is not permitted by applicable law, then the maximum interest rate permitted by applicable law), commencing on the due date, calculated monthly, until such time as they are paid in full. We reserve the right to suspend or terminate Our Services in the event that any of our invoices are deemed delinquent.
 - p. Any changes to Your Services Plan or to number of Account Members may change or increase Your payable Services Fees. Price and terms of Our Services Plans can change without notice. We can introduce new Services Plans and discontinue old ones at any time.
 - q. You will reimburse Us for all out-of-pocket costs and expenses associated with the collection of any overdue Services Fees (including all legal expenses).
 - r. The Customer's Name section on the Invoice will display the name and contact details of the Account Owner.
- 3. Survival.** The obligations in the AGREEMENT shall continue and survive the completion, expiry or other termination of the AGREEMENT for any reason.

4. Contact Information. Questions about the AGREEMENT should be sent to Us at info@acclaim.consulting.

Our mailing address is
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