



VANFAX POINTS PROGRAM

Terms and Conditions

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The Vanfax Points Program (the "**Program**") is operated by Belron Canada Incorporated ("**Belron Canada**"). Enrolment in the Program is limited to purchasers of Vanfax products having a purchasing account registered on the www.vanfax.com Website (each, a "**Vanfax Dealer**") that purchase such products for the purposes of their business and that are authorized by Belron Canada, at its sole discretion, to participate in the Program. Registration in the Program must be made through the registered representative of the Vanfax Dealer for this account (the "**Dealer Representative**"), and is subject to these terms and conditions (the "**Terms and Conditions**"). The Vanfax Dealer is responsible to ensure that only the Dealer Representative has access to the Vanfax Dealer's account in relation to the Program (the "**Dealer's Account**").

The Program

Once enrolled in the Program, a Vanfax Dealer may collect points (the "**Points**") in the Dealer's Account and redeem such Points against merchandise, gift certificates and other rewards ("**Rewards**") from various suppliers (the "**Suppliers**") that Belron Canada makes available from time to time through a Program-related Website (the "**Program Site**") accessible through a link from the Program's page on the www.vanfax.com Website and operated by Whapps LLC, doing business as Online-Rewards (the "**Provider**").

The earning and redemption of Points through the Program is subject to these Terms and Conditions. Various Rewards may also be subject to terms and conditions of the Provider and/or the relevant Supplier and the Vanfax Dealer's use of the Program and these Rewards will be subject to these additional terms and conditions and compliance with applicable law. Use of the www.vanfax.com Website is subject to the Terms of Use of such Website.

Eligibility

A Vanfax Dealer may be a sole proprietorship, partnership or corporation that purchases Vanfax Products for the purposes of its business and Points may only be credited for purchases of Vanfax Products for the purpose of the Vanfax Dealer's business. Points may only be redeemed against Rewards for the purpose of the Vanfax Dealer's business.

Enrolment in the Program, authorization as a Vanfax Dealer and all benefits of the Program are offered at the discretion of Belron Canada and may be modified or terminated at any time.

Privacy

Belron Canada collects and uses personally identifying information ("**Personal Information**") of individuals provided by the Vanfax Dealer or its representatives in relation to the Program: (i) to administer the Program, including the collection of Points and management of the Vanfax Dealer's Account and (ii) to communicate information and offers to the Vanfax Dealer and/or its representatives, to the Provider and to Suppliers; or (iii) otherwise as required or permitted by law. Belron Canada may disclose Personal Information (i) to the Provider for the purpose of processing requests for Rewards, including the redemption of Points, the shipment of any Rewards, the communication of information on the needs and preferences of the Vanfax Dealers or its representatives and to develop, enhance, market and/or provide products and services to meet those needs, (ii) to a purchaser or potential purchaser of Belron Canada's business or assets, or (iii) otherwise as required or permitted by law. Personal Information will be held at the offices or on the servers of Belron Canada and/or its service providers (including the Provider) and will be accessible to those employees who require it for the purposes of their duties. Personal Information may be transferred to and processed by the Provider and some of our affiliates who are located outside Canada, including in the United States, and are subject to applicable foreign legal requirements that may include lawful requirements to disclose Personal Information to government authorities in certain circumstances. To the extent provided by law, the individuals concerned may request to and the correction of Personal Information by contacting ccommercial@belroncanada.com.

Accumulating Points

Points may be collected by Vanfax Dealers and will be credited to the Vanfax Dealer's Account at the rate of one (1) point for each dollar, unless otherwise indicated, spent by the Vanfax Dealer on Vanfax products through its purchasing account on www.vanfax.com once fully paid. Any reimbursement to the Vanfax Dealer for return of products or for any other reason will result in the cancellation of the points attributed for the amounts reimbursed.

Points may not be transferred, leased, exchanged, sold or otherwise disposed of, except in accordance with the terms and conditions of the Program as set out by Belron Canada from time to time, at its sole discretion.

The Program and all Points, and any and all rights to the foregoing, shall remain at all times the property of Belron Canada. Points may not be redeemed for cash or through other programs. Points have no monetary or other value.

Points may only be redeemed by the Vanfax Dealer and for the benefit of the Vanfax Dealer. The Vanfax Dealer is responsible for all taxes payable as a result of its participation in the Program. Delays of up to forty-five (45) days may occur in crediting Points to a Dealer's Account. Belron Canada may, at its discretion, refuse to record or honour Points or cancel Points if Belron Canada cannot confirm that the Points were properly issued or obtained. The Vanfax Dealer must notify Belron Canada within ninety (90) days of the transaction if Points have not been credited to the Dealer's Account. Belron Canada may require the Vanfax Dealer to provide adequate supporting documentation.

The Vanfax Dealer is responsible for maintaining the confidentiality of the user id and/or passwords for its purchasing account on www.vanfax.com.

The Vanfax Dealer is responsible for maintaining the secrecy of any user id and/or password in relation to the Dealer's Account. The Vanfax Dealer shall notify Belron Canada immediately of any improper use of the user id and/or password in relation to the Dealer's Account. Belron Canada is not responsible or liable in any way for any loss arising from the failure of the Vanfax Dealer to comply with these obligations or from any improper use of the user id and/or password in relation to the Dealer's Account.

If no Points are credited to a Dealer's Account or redeemed from a Dealer's Account for a period of twenty-four (24) months, Belron Canada may cancel the Points in this Dealer's Account without notice or compensation to the Vanfax Dealer. Points will expire five (5) years after they have been earned, without notice or compensation to the Vanfax Dealer.

Points may not be purchased, including in order to obtain the number of Points required for Rewards.

Redemption of Points

The Program Site includes a list of available Rewards and the number of Points required for such Rewards (the "**Rewards Catalogue**"). The Vanfax Dealer may redeem Points from the Dealer's Account against Rewards for the number of Points set out in the Program Catalogue by placing an order for such Reward on the Program Site.

Only the Dealer Representative is authorized to redeem Points for Rewards on behalf of the Vanfax Dealer and in accordance with such conditions as the Provider may prescribe at the time of redemption of the Points. Any order is subject to verification and is conditional upon the Vanfax Dealer having a sufficient number of Points in the Dealer's Account for the Reward(s) ordered. All Rewards are offered subject to availability and restrictions imposed by the Provider and Suppliers. Belron Canada assumes no responsibility for any loss, damage, defect, injury, death or expense relating to any Reward.

Rewards will be shipped within seven (7) to fourteen (14) business days following receipt of a valid order for redemption of Points, unless otherwise indicated at the time of the order or unless the Provider notifies the Vanfax Dealer of any delays that may arise which are beyond the reasonable control of the Provider. Belron Canada and/or the Provider reserve the right to make subsequent modifications to the Rewards Catalogue arising from the unavailability of Rewards listed in the Rewards Catalogue beyond their reasonable control but will use reasonable efforts to ensure that replacement items are of a similar style and price.

Claims by the Vanfax Dealer for damage to or failure to receive a Reward ordered must be made directly to the Provider at the following address: 6415 Maple Ave # 450 Dallas, TX 75201. A claim for damaged merchandise must be made no later than seven (7) days after receipt by the Vanfax Dealer (or its representative). Defective merchandise must be returned by the Vanfax Dealer to the Provider for warranty replacement within thirty (30) days of its shipment to the Vanfax Dealer; after thirty (30) days, the defective merchandise must be returned by the Vanfax Dealer directly to the Supplier for warranty service.

Any order for a Reward that is cancelled or returned by the Vanfax Dealer after it has been received by the Provider and shipped will be subject to a twenty-five percent (25%) restocking fee. The Vanfax Dealer will be responsible for any shipping costs associated with the return of such item.

Limitation of Liability

Belron Canada expressly excludes (and the Vanfax Dealer hereby releases Belron Canada from) any liability for any of the following: (i) the Program or the Vanfax Dealer's participation in the Program; (ii) any failure, delay or decision by Belron Canada in administering the Program or amending these Terms and Conditions or the basis on which Points may be redeemed; (iii) any unauthorized use of the Dealer's Account; (c) fraud or misrepresentation by any user of the Program, the www.vanfax.com Website or the Program Website; (d) any misrepresentation by the Provider, any Supplier or any third party (whether innocent or fraudulent) made in respect of the Program, the Program Site, the Program Catalogue or the Rewards; and (e) any loss or damage caused by delay or errors in or the downtime of the www.vanfax.com Website or the Program Site or resulting from interruption, termination, or failed operation of the Internet or a third-party telecommunication service, even if Belron Canada has been advised of the possibility of such loss or damage; provided that nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of Belron Canada where and to the extent that applicable law prohibits such exclusion or limitation. Belron Canada, and its affiliates, licensors, suppliers, advertisers, agents or sponsors, are not responsible or liable for any indirect, incidental,

consequential, special, exemplary, punitive or other damages under any contract, negligence, tort, extra-contractual liability, strict liability or other theory arising out of or relating in any way to the www.vanfax.com Website, the Program Site, the Program, the Program Catalogue or the Rewards. The Vanfax Dealer agrees that its sole remedy for dissatisfaction with the Program is to stop participating in the Program.

Changes and Termination

Belron Canada may change these Terms and Conditions, any aspect of the Program including redemption procedures or any Rewards in any respect, all without notice and even though changes may affect the value of Points already accumulated. Belron Canada may, without limitation, add, delete or change the Provider, Suppliers, time limits for collection, redemption or use of Points or Rewards, redemption conditions or procedures or the number of Points required for particular Rewards if the Vanfax Dealer or any of its employees or representatives commits fraud, misrepresents any information, violates any Terms and Conditions, abuses Program privileges, if no Points are recorded in a Dealer's Account for a period of twenty-four (24) consecutive months or if the Vanfax Dealer becomes bankrupt, Belron Canada may, without affecting its other rights, terminate the Vanfax Dealer's enrolment in the Program, and/or cancel the Vanfax Dealer's Points or Rewards. If a Point or a Reward expires or is cancelled for any reason, it becomes void without compensation. Belron Canada reserves the right, at its discretion, to suspend the participation of the Vanfax Dealer to the Program if there is any overdue amount in the Dealer's Account, according to its terms.

General

These Terms and Conditions along with the Terms of Use of the www.vanfax.com website and the applicable additional terms and conditions of the Provider and Supplier(s) constitute the entire agreement between Belron Canada and the Vanfax Dealer with respect to the participation of the Vanfax Dealer in the Program, its entitlement to collect Points and redeem them for Rewards. Except as expressly provided, there are no conditions, representations, warranties, express or implied, statutory or otherwise, in relation to the Program. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the federal laws of Canada applicable therein and any dispute in relation thereto shall be submitted to the courts of competent jurisdiction of the District of Montreal, Province of Quebec. If any provision of these Terms and Conditions is invalid or unenforceable, such provision shall not affect the validity and enforceability of the remaining Terms and Conditions. The parties hereto have expressly requested that these Terms and Conditions and any documents related thereto be drafted in English. *Les parties aux présentes ont expressément requis que les présentes modalités et conditions et tous les documents y afférant soient rédigés en langue anglaise*