

Pre-Authorized Debit Agreement

IMPORTANT NOTICE: If Customer signs or signifies consent to this agreement by keystrokes in electronic communication – *and not by handwritten signature on a paper copy that is delivered, mailed, faxed or scanned and emailed to VersaPay as a pdf document* – VersaPay must verify details provided by Customer and provide Customer with notice confirming the debit instructions (“**Confirmation**”) at least 15 days before the due date of the first pre-authorized debit or 3 days before the date of the first pre-authorized debit if Customer consents to reduction of the period between Confirmation and the due date of the first PAD to 3 days.

Customer information (Please Print Clearly)	
Customer's Legal Name	
Customer's Address	
(Street Address)	(City) (Province) (Postal Code)
Customer's Telephone Number	
Customer's Email Address:	
Only if Customer is a business entity: Jurisdiction of Incorporation or Partnership Registration	Corporate Number/Partnership Registration Number
Deposit Account particulars (please print clearly)	
If this agreement is submitted in paper form, please attach a void cheque for the Deposit Account.	
Name of Canadian Financial Institution	Telephone Number
Account Number	Transit Number
Branch Address	
(Street Address)	(City) (Province) (Postal Code)

In this pre-authorized debit agreement (“**PAD Agreement**”):(a) “**Customer**”, “**I**” (or “**we**”) and “**my**” (or “**our**”) refer to the above-named customer of Merchant; (b) “**Deposit Account**” refers to the deposit account described above or such other deposit account as the Customer may identify to Merchant or to VersaPay from time to time; (c) “**Merchant**” refers to _____; and (d) “**VersaPay**” refers to VersaPay Corporation, acting as agent for Merchant.

1. PRE-AUTHORIZED DEBITS

(a) Customer authorizes and directs VersaPay, as payee, to debit the Deposit Account in accordance with the terms of this PAD Agreement, and to credit the payment received to and for the benefit of Merchant. This is a continuing but revocable authorization for the issue and processing of pre-authorized debits (“**PADs**”) in payment for Customer’s purchase of goods and services from Merchant [check one only]:

- in connection with the business or commercial activity of Customer (**Business PADs**)
- for Customer's personal, family or household purposes (**Personal PADs**)

- (b) PADs may be issued for payments of fixed or variable amount recurring at set intervals (“**regularly recurring payments**”) owing by Customer to Merchant pursuant to [**identify the contractual arrangement for Merchant supply of goods/services, and Customer's recurring payment obligation**]. Regularly recurring payments are due on [**when**] of each [**month? week?**] or the next business day. **Customer acknowledges and agrees that Merchant is authorized to advise VersaPay of the amount owing on each such recurring payment date, and that VersaPay is entitled to rely upon such advice from Merchant.** Also, any time, Customer may authorize VersaPay to issue a PAD against the Deposit Account for a sporadic, irregular payment of a specified amount owing to Merchant (a “**sporadic payment**”). Customer's authorization must be provided for each sporadic payment.
- (c) In order for Customer to provide VersaPay with instructions and authorization by telephone or electronic communication, Customer agrees to establish and use a password or secret code to enable VersaPay to identify Customer. VersaPay may treat as valid authorization, any instruction purporting to be given by Customer or on Customer's behalf that is accompanied by the use of such password, secret code or other agreed signature equivalent.

2. ADDITIONAL TERMS AND CONDITIONS

- (a) **Cancellation.** Customer may revoke the authorization contained in this PAD Agreement at any time, by providing 30 days notice in writing to VersaPay at the address noted below. This agreement applies only to the method of payment to Merchant and does not affect any other aspect of Customer's purchases from Merchant. Customer understands that I/we may obtain a sample cancellation form or further information on my/our right to cancel a PAD agreement at my/our financial institution, by contacting VersaPay or by visiting **www.cdnpay.ca**.
- (b) **Dishonour, Disputes and Recourse.** If any PAD is dishonoured for any reason, VersaPay may resubmit that PAD in the same amount in accordance with the rules of the Canadian Payments Association. Customer has certain recourse rights if any debit does not comply with this agreement. For example, Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights Customer may contact my/our financial institution or visit **www.cdnpay.ca**.
- (c) **Consent:** Customer consents to the disclosure of personal information contained in this PAD Agreement, and any debit issued pursuant to this authorization, to financial institutions as necessary in order to give effect to this PAD Agreement, subject to the rules of the Canadian Payments Association and applicable privacy laws.
- (d) **Contact.** Customer may contact VersaPay by calling 1-866-999-VPAY or by mail at VersaPay Corporation, 170 University Avenue, Toronto, ON M5H 3B3 or as VersaPay may advise from time to time.
- (e) **Notification. Customer waives the right to receive 10 days pre-notification prior to the first regularly recurring PAD issued under this agreement and prior to any changes to the amount of each regularly recurring PAD of fixed amount if due to changes in the applicable tax rate or other adjustment.** Waiver of notification is not applicable to sporadic payments of fixed or variable amount because Customer must give authorization prior to each such debit.
- (f) **Changes.** Customer agrees to inform VersaPay promptly, in writing, of any change to the information provided in this PAD Agreement.
- (g) **Assignment.** Merchant, or VersaPay, may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days' written notice to Customer.
- (h) **Applicable in the Province of Quebec** - It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Customer warrants and guarantees that the Deposit Account is maintained in the name of Customer and that all persons whose signatures are required to authorize transactions on the Deposit Account have signed this PAD Agreement. Customer attaches a VOID cheque for the Deposit Account.

AUTHORIZATION OF CUSTOMER	SECOND AUTHORIZED SIGNATURE (if required)
PRINT DATE	PRINT DATE
PRINT NAME:	PRINT NAME:
SIGNATURE:	SIGNATURE: