



SUBSCRIPTION AGREEMENT
Monthly Agreement
MyPaycheque.net

Contract No.

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Representative's Name

Section 1 – Identification

1.1 Company

Company			Solution used Selected
Address			Telephone
City	Province	Postal Code	Fax
Email		Language Preference ⁽¹⁾ (Select) <input type="checkbox"/> French <input type="checkbox"/> English	

1.2 Representative

Representative	Position
E-mail	Telephone

(1) ACCEO Solutions Inc. will use this language to communicate with the customer.

Section 2 – Description and Rates

☒ **MyPaycheque.net**

Basic monthly subscription includes use of MyPaycheque.net auxiliary, unlimited access to technical support via toll-free hotline, and MyPaycheque.net updates, new features and conservation of payroll data for three (3) years.

Cost Details	Qty	Unit Cost (\$)	Monthly Payment (\$)
Monthly subscription ⁽²⁾		x 25 00	
User fees ⁽³⁾	**	x 0 25	Variable
⁽²⁾ The 20% or 30% discount offered as part of the "Services and Auxiliaries at Reduced Price" promotion applies to the fixed monthly fee. ⁽³⁾ The current storage period is three (3) years. Monthly fees of \$5.00 are applied for each additional year stored. You can select the data storage period in the MyPaycheque.net portal. ** Variable quantities. The monthly payment will be calculated on the basis of service use.		Subtotal	Variable
		+ GST/HST	Variable
		+ QST/PST	Variable
		Total due	Variable

Reference (Reserved for Administration)

☐ No ☐ Yes >>

Note:



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Section 3 – Payment

Monthly Payment

The Subscriber permits the Company to monthly to bill his or her credit card or debit his or her bank account on the 1st day of each month in the amount indicated below.***

Payment Method <input type="checkbox"/> Credit card (complete Annexe I A) <input type="checkbox"/> Pre-authorized debit (complete Annexe I B)	Authorized Amount (\$) Variable
Day of Monthly Payment The 1st of each month	

*** The first invoice is calculated based on the number of days between the subscription day and the date set for the monthly deduction.

Annexe I – Payment Method Information

A) Credit Card

Type <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> MasterCard	Card Number	Expiration
Name of Cardholder	Signature	

B) Pre-Authorized Debit (PAD)

This agreement only concerns the payment of user fees and specifically excludes all other transactions between the subscriber (called the payer) and the Company. This authorization can be cancelled at any time upon written notice by the payer sent by registered mail to the address mentioned below. The cancellation of the present authorization does not cancel the contract for goods and services that exists between the payer and the Company. The PAD agreement only applies to the payment mode and has no incidence on the contract for goods and services provided.

The payer agrees that:

- He/she authorizes the Company and the financial institution which he/she indicated (or any other financial institution which he/she could authorize in writing at any time) to begin to deduct according to his/her instructions, monthly repetitive amounts and/or occasional specific payments for the payment of all the amounts carried to the debit of his/her account with the Company. Periodic monthly payments of the integral amount for services rendered will be carried to the debit of the payer's account the 5th day of each month or any other day agreed upon with the payer. The Company will give ten (10) working days' written notice of the amount of each periodic debit. The Company will require authorization for any other specific or sporadic debit.
- The present authorization is signed for the Company and the financial institution listed below, according to the financial institution's agreement to process pre-authorized debit payments according to the regulations of Payments Canada.
- All those required to sign the agreement have done so.
- Remitting this authorization to the Company constitutes a remittance by the payer to the financial institution. All remittances of the present authorization constitute remittances by the payer.
- The financial institution is not required to verify that the PAD was issued according to the details of the payer's PAD agreement, notably, but not limited to, the debit amount.
- The financial institution is not required to verify that the object of the payment for which the PAD was issued was respected by the Company as a condition of accepting the PAD that the Company issued or had issued on the payer's account.
- All PADs mentioned in this contract are business PADs.

The payer will receive written notice from the Company with details of the amount of the PAD and the date or dates of the debit and this notice must be received each time there is a change in the amount or payment date or dates. The account on which the Company is authorized to make pre-authorized debits is indicated below. **A specimen cheque on this account marked VOID is to be attached to the present authorization.** The payer commits to giving the Company written notice of any change concerning the account on which he/she indicated PADs to be drawn.

This authorization shall remain in full force and effect unless the Company receives notice of modification or cancellation at least ten (10) working days prior to the due date of the next debit of the payer's account. The payer can obtain a copy of the cancellation form, or other information on his/her right to cancel this PAD agreement by contacting his/her financial institution or by visiting <https://payments.ca/>.

The Company cannot transfer the present authorization, either directly or indirectly, by application of the law or otherwise, without giving the payer at least ten (10) days' written notice.

For any additional information or to exercise a remedy, the payer can contact the Company at 1 800 862-5922, by mail at 1291 Jules-Verne Avenue, Suite 300, L'Ancienne-Lorette, QC G2E 6L6 or by email at sales@acceo.com.

As the payer you have certain rights of appeal if a debit does not comply with the present agreement. For example, you have the right to receive the repayment of any debit which is not authorized or which is not compatible with this PAD agreement. To obtain more information on your rights of appeal, contact your financial institution or visit <https://payments.ca/>.



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Name of Financial Institution		Account Number
Address		
Name of Account Holder	Signature	
Name of Account Holder	Signature	

The Subscriber authorizes the Company to debit the following credit card or bank account in the amount of twenty dollars (\$20) to cover the cost of any payment refused by its financial institution.

Method of Payment	Authorized Amount (\$)
<input type="checkbox"/> Credit card (complete Annexe I A) <input type="checkbox"/> Pre-authorized debit (complete Annexe I B)	20 00

Section 4 – Approval

I have read and accept the general terms and conditions described herein. I acknowledge that all information provided is accurate. I consent to the disclosure to sponsor members of any personal information contained in the Payer PAD agreement insofar as such disclosure of personal information is directly related and necessary to the proper application of Rule H1 of Payments Canada.

Signature of Subscriber's Representative	Signature of ACCEO Solutions Inc. Representative	Date
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General Conditions

SUBSCRIPTION AGREEMENT

This document constitutes the complete and exclusive agreement between ACCEO Solutions Inc. (the "Company") and the Subscriber. It supersedes all other documents, conventions or concomitant verbal agreements that may have been entered into during negotiations preceding the full execution of the Agreement. The parties declare inadmissible any previous agreement that could modify or affect in any way one or more of the provisions hereof.

1.00 Subject – Subscription

On the express condition that the Subscriber observes, respects and complies with each clause, condition, and stipulation herein, the Company hereby confirms the Subscriber's subscription to the monthly plan, the whole as more fully described herein.

- 1.01 Modification:** Upon notice of no less than thirty (30) days to the Subscriber, the Company may reasonably modify the services described herein or any provision of the terms and conditions of the subscription described herein. The Company shall not be required to give any notice concerning the modification of services where such modification produces no appreciable difference in said services and does not increase the fees payable by the Subscriber. Any notice from the Company to the Subscriber may be given via Email.

2.00 Term

- 2.01 Initial Term and Renewal:** The current subscription has a fixed duration of one (1) year at which time it is automatically renewed, unless written notice of cancellation is sent by one party to the other at least thirty (30) days prior to the expiration of the initial or renewal period.
- 2.02 Early Termination Fee:** Where the Subscriber terminates its subscription prior to expiry of the fixed term or of the renewal period, it shall pay the Company damages equal to twenty (20%) per cent of the monthly fees which would have been otherwise payable until the expiry of the fixed period.

3.00 Company's Obligations

The Subscriber confirms having been informed and accepts that the state of the products and services provided may vary because their development has taken place over several years. There are occasional differences in presentation, content, program updates, architecture and user manuals. The Company will gradually adjust these differences through maintenance initiatives and product and service updates.

- 3.01** Where on-site implementation is included in the subscription plan, fees may be charged for distances in excess of 100 km travelled by the installer from his/her place of business to the Subscriber's premises.
- 3.02 Training:** All training fees for the Company's products and services are extra, this training being offered by the Company on a flat-rate or hourly basis, at the Subscriber's choice.
- 3.03 Limitation of Liability:** The Company shall perform its obligations pursuant to the Agreement diligently and to the best of its ability. Except as in the case of gross negligence or intentional wrongdoing, the Company shall not be liable to the Subscriber or to any third party for any damage whatsoever caused by the Company or by persons under its control. Without limiting the generality of the foregoing, the Company shall not be liable for material damage (including such damage in relation to its software) arising from the following: the alteration of software configuration; any computer virus; the content, use, validity, or quality of services provided via Internet; Internet failure; data loss or destruction incurred as a result of intrusion or otherwise; the unauthorized interception of any communication, or delayed transmission or reception of any communication. Should the Company be found liable for any loss or damage whatsoever, its liability shall be limited to the crediting of the Subscriber in the amount equal to the monthly fees payable by the Subscriber for a period of one (1) month. The subscriber is solely responsible for taking reasonable security measures necessary to ensure the protection of its data and computer system.

4.00 Subscriber's Obligations

- 4.01 Reproduction:** The Subscriber hereby undertakes not to reproduce the software applications contemplated herein.
- 4.02 Equipment Required:** The Subscriber shall furnish a computer system which meets the minimum requirements for use of services and shall provide all other required equipment which is not furnished by the Company pursuant to the Agreement. Further, the Subscriber acknowledges that the Company will not provide any services related to the installation and/or configuration of the Subscriber's internal computer network.

5.00 Non-Assignability

The Agreement shall be non-assignable in that none of the rights, duties, or obligations contemplated herein shall be assigned or transferred by either party without prior written authorization from the other party. The attempted assignment or transfer, in violation of the preceding provisions, of any right, duty, or obligation hereunder shall be null and non-enforceable between the parties.

6.00 General Provisions

- 6.01 Notice:** Except where otherwise provided for herein, any notice required pursuant hereto shall be deemed sufficient if given in writing and sent via a means of communication which allows the issuing party to prove that said notice was delivered to the recipient at the address of its principal place of business or at any other address made known by the recipient.
- 6.02 Applicable Laws:** The Agreement is governed by the laws in force in the Province of Quebec (Canada). The parties agree that the appropriate venue for the hearing of any claims or legal proceedings relating to the Agreement shall be the judicial district of Québec, Province of Quebec, Canada, to the exclusion of any other judicial district which may have jurisdiction over such matters under the applicable laws.

7.00 Termination

- 7.01 Termination by the Company:** The Company may, at any time, terminate the subscription upon no less than thirty (30) days' prior notice to the Subscriber, provided that such termination does not arise from failure by the Subscriber to perform any of its obligations under the terms and conditions of subscription other than those obligations concerning payment of its account, in which case no prior notice shall be required. The Company may suspend services or terminate the Agreement where the Subscriber fails to pay an overdue account, provided that said account has been overdue for more than the fifteen (15) days immediately following the due date. Prior to suspending services, the Company shall give the Subscriber written notice of no less than five (5) days, indicating the reason for and date of the intended suspension, the amount owed, and, where applicable, service restoration fees, agreement termination fees in the event that payment is not made by the Subscriber within said five (5) day period, and all other fees payable to the Company. "Termination fees" shall mean: (i) the amount owed by the Subscriber to the Company pursuant to the Agreement; and (ii) any and all amounts payable by the Subscriber to the Company pursuant to the Agreement for the period hereof not yet elapsed. Following the termination of the Agreement, the Company shall, where applicable, reimburse the Subscriber the amount of the monthly fees overpaid. The Agreement shall be terminated ipso facto and without the need for prior notice in the event of any of the following: the Subscriber becomes insolvent; the Subscriber makes a general assignment for the benefit of creditors; the Subscriber is declared bankrupt; the Subscriber has a petition for a receiving order or a petition of bankruptcy filed against it; or the Subscriber attempts to avail itself of any law governing insolvency, bankruptcy, or arrangements with creditors. Upon termination of the Agreement, all Company obligations shall cease. The Subscriber agrees to pay the Company for all fees incurred by the Company in the collection of any amounts due and owing pursuant to the Agreement. The Company shall justify said fees to the Subscriber.
- 7.02 Termination by the Subscriber:** Where the Subscriber has received prior notice from the Company pursuant to paragraph 1.01, the Subscriber may, without penalty, terminate the Agreement effective on the date indicated in the aforementioned notice, provided that, no less than 10 days prior to said date, the Subscriber gives the Company written notice of such termination. Where the Subscriber has received prior notice from the Company pursuant to paragraph 8.00, the Subscriber may, without penalty, terminate the Agreement effective upon the expiry of the fixed period or of any renewal period, as the case may be, provided that, no less than ten (10) days prior to said date, the Subscriber gives the Company written notice of such termination.

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7.03 End of the Agreement: Upon termination of the Agreement, the Subscriber undertakes to uninstall the software and its components from all its computers and to cease using any applications provided under the Agreement.

8.00 Payment

The payment set forth herein shall be due upon issuance of the Company's first invoice for services and shall be payable exclusively either by pre-authorized debit or by credit card, in accordance with the rates set by the Company and of which the Subscriber acknowledges having been satisfactorily notified. The Company may, from time to time, modify said rates, in whole or in part, upon prior notice of no less than thirty (30) days to the Subscriber, in which case such modification shall enter into force upon expiry of the fixed period or of any renewal period, as the case may be.

ACCEO Solutions Inc.

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