EXPERIUM INC. / COMMERCIAL TERMS

Offers Usage Billing Agreement

Version 2026-11-v2 | Governing jurisdiction: Ontario, Canada

This Offers Usage Billing Agreement ("Agreement") is between **Experium Inc.** ("Experium") and the legal person identified as the billing customer for the relevant Experium Business account ("Business"). It governs only the optional, business-to-business monthly usage charges for Offers that the Business creates or manages through Experium. It does not change existing subscription fees or other agreements except to the extent expressly stated for Offers usage billing.

1. Enrollment and electronic acceptance

Offers usage billing is optional. Before enrollment, Experium must make available the exact published pricing schedule and this Agreement. An authenticated representative must affirmatively select **Authorize Offers Billing** after reviewing both. The representative confirms that they are the Business creator or an accepted, directly assigned Business administrator with authority to bind that Business. An Experium platform administrator does not gain such authority merely from a platform role.

Acceptance becomes effective only when Experium records the authorized Business identity, representative identity, UTC acceptance time, Agreement version and document fingerprint, and the published pricing schedule/version accepted. The Business must be able to retain or request a copy of those accepted documents and the acceptance record. Acceptance does not by itself authorize any automatic withdrawal from a payment card or bank account; any separate automatic payment arrangement requires separate consent.

The first eligible billing month is a **complete UTC calendar month** that begins only after the applicable authorization, billing-customer setup, published schedule and other prerequisites are satisfied. No partial or preceding month will be automatically invoiced under this Agreement.

2. What activity may be billed

A "Qualified Click" is a genuine, intentional outbound action by an identifiable Experium consumer on an eligible Offer, including **Visit Partner Website** or **Redeem Online**, that passes Experium's applicable independent evidence, duplicate-detection and fraud-qualification controls for that billing month. A click is not a purchase, lead, or guaranteed business result.

The following activity will not be billed unless it subsequently satisfies the required verification controls:

- Duplicate or repeated activity within the applicable rolling inactivity and qualification window;
- Bots, automated traffic, manipulation, self-dealing or suspicious activity;
- Activity lacking independently verifiable evidence or reliable visitor identification;
- Public QR scans, shared-link opens or unauthenticated interactions based merely on opening or visiting a link; and
- Any activity that is incomplete, disputed by verification controls or otherwise unqualified.

Experium will not retroactively change qualification rules to increase a completed month's billable activity. A material expansion of the types of billable activity requires renewed Business acceptance before it applies.

3. Pricing schedule, allowances and usage cap

The Business pays only the rates in its **specifically accepted, published pricing schedule**. The schedule states the invoice currency, monthly included Qualified Clicks, graduated tiers, tier thresholds, effective period and monthly usage spending limit. These values are configurable in Experium and are **not fixed by this Agreement**. A Business-specific published and accepted schedule takes precedence over a platform-wide schedule for the same covered period when applicable.

Included clicks are applied first. Graduated rates are **marginal**: a lower price applies only to the clicks within its tier, and reaching a new tier does not reprice earlier clicks. The monthly usage spending limit is the maximum usage-fee subtotal Experium may charge for a billing month, **excluding legally applicable sales taxes**. No separate Experium usage surcharges or payment-processing fees will be added unless the Business separately agrees in advance.

4. Certification, invoices and payment

Experium calculates usage by completed UTC calendar month. Before creating an automated invoice, Experium must verify the Business authorization for the relevant period, independently qualify the underlying clicks, certify the monthly count, apply the accepted schedule and free allowance, and check the monthly usage cap and billing-recipient details. Unresolved discrepancies prevent automatic invoicing. A month with no payable usage does not create a usage invoice.

Experium will issue invoices in the currency specified by the accepted schedule, using its designated Stripe invoicing service, to the Business billing contact on record. Each invoice or accompanying usage statement will identify the billing period, qualified-click total, included allowance, graduated charges, usage subtotal, applicable taxes and amount due. **Payment is due 30 calendar days after invoice issuance.** Sending an invoice does not mean Experium has received payment.

If a Business pays using a financial institution that converts the invoice currency, that institution may apply its own conversion rate or fees. Experium does not impose an undisclosed exchange surcharge. Agreeing to these terms does not authorize automatic debiting of a payment method.

5. Taxes

Applicable GST/HST, QST, provincial sales tax or other transaction taxes, where legally required, will be determined based on the supply and the Business's relevant tax information, shown on invoices as required by law, and added separately from the usage-fee spending cap. Experium will provide any tax registration information required on its invoices. The Business must keep its legal billing name, location and applicable tax details accurate.

6. Billing questions, disputes and corrections

The Business may challenge a usage invoice by submitting a billing-support request identifying the Business, invoice, disputed amount and reason. The Business should do so within **30 calendar days** of invoice issuance when practicable. This notice period does not waive claims for fraud, demonstrable calculation errors or rights that cannot lawfully be waived.

Experium will review the available qualification, certification and financial evidence, provide a reasonable explanation and correct or credit any ineligible charge. The Business remains responsible for paying undisputed amounts by their due date. Experium will not treat the disputed portion as conclusively established while a timely, good-faith review is underway, and will not knowingly issue a duplicate invoice for the same usage. Personal consumer-level records will not be disclosed beyond what is permitted under applicable privacy law.

7. Suspension, revocation and existing invoices

A verified Business owner or directly assigned authorized Business administrator may revoke enrollment through the available account controls. Once revocation is recorded, Experium will not initiate new automated financial approval or invoice reservations under that authorization. An invoice validly reserved for issuance or already issued before revocation may finish its existing payment and reconciliation process. No new usage can be billed automatically under a revoked authorization.

Revocation does not by itself cancel an invoice lawfully issued before revocation or extinguish otherwise valid, previously incurred obligations. Any remaining dispute or adjustment will be handled under Section 6 and applicable law. Re-enrollment requires affirmative acceptance of the then-current Agreement and an eligible published pricing schedule. Revocation does not affect unrelated Experium subscriptions.

8. Changes to the commercial terms

Experium may publish updated pricing schedules or Agreement versions for future periods. A published schedule will not be edited retroactively. Changes to rates, included clicks, spending limits, types of billable activity, invoice payment days or other material billing obligations require a newly published version and fresh, affirmative Business acceptance before they apply to that Business. If renewed acceptance is not obtained, automated usage billing remains inactive under the changed terms.

9. Privacy and billing evidence

Experium processes information needed to identify authorized Business representatives, qualify click activity, investigate fraud, certify usage, prepare invoices and resolve disputes. It will use and retain personal information only for legitimate, disclosed purposes, apply appropriate safeguards, limit retention and disclosure, and comply with applicable privacy law and its published privacy notices. Reports to Businesses should ordinarily use aggregated billing information rather than identifiable consumer click histories.

Business acceptance of this Agreement **does not replace any consent or other lawful basis** that Experium may require from individual consumers for tracking or other personal-information processing. The parties will not use the billing arrangement to obtain unauthorized access to consumers' personal information.

10. Business conduct and service limitations

The Business must not direct, incentivize or generate fake, automated or otherwise invalid activity to affect billable-click counts. Experium may withhold or suspend questionable usage pending verification and will not bill unverified activity. Experium does not warrant that a Qualified Click will produce a purchase, redemption, inquiry, sale or other commercial outcome. Existing agreements governing the Business's Offer content and general use of Experium continue to apply.

11. Records, notices and copies

The Business is responsible for maintaining a current billing email and accurate Business identity information. Billing notices and invoices may be provided electronically through the Business account or to the recorded billing contact; the Business may obtain a copy of its accepted Agreement and published schedule upon request through Experium's designated support channel. Notices contesting an invoice or revoking billing authorization may be submitted through the authenticated controls or billing-support process provided by Experium.

Experium will maintain acceptance records, versioned contract artifacts, qualification and financial records as reasonably necessary to fulfil this Agreement and applicable legal recordkeeping obligations. A technical record, including a document fingerprint, is evidence of the exact version accepted, but does not replace providing an accessible copy of that version to the Business.

12. Governing law and relationship to other terms

This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario, subject to any mandatory law that cannot be excluded by agreement. Courts located in Ontario have jurisdiction over disputes arising from this Agreement, subject to any mandatory jurisdictional rules. If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law.

For Offers usage charges, this Agreement and the specifically accepted pricing schedule govern over inconsistent general platform language; otherwise, the Business's existing Experium terms and subscription arrangements remain unaffected. The Business does not incur an obligation to enroll merely by having an Experium account, an Offer, a billing contact or a Stripe customer record.

13. Acknowledgment shown at acceptance

By selecting **Authorize Offers Billing**, I confirm that (a) I am authorized to bind the identified Business, (b) I have been given the opportunity to review and retain this version of the Agreement and the specifically identified published pricing schedule, (c) I understand the billable-click definition, free allowance, marginal tiers, monthly usage cap and applicable taxes, (d) I accept 30-day invoice payment terms, and (e) I authorize only prospective monthly invoicing under those exact terms, subject to the revocation rights above.

Publication and acceptance

This version is made available for Business review and electronic acceptance. It creates a billing authorization only when a verified Business representative affirmatively accepts this Agreement and an eligible published pricing schedule. Actual invoicing remains subject to independent verification and applicable activation controls.