

GENERAL TERMS AND CONDITIONS

1. The Applicant confirms that all information provided to SOGHU herein, and in all documents required by the Applicant's registration with SOGHU or as required by the applicable laws, are true and accurate.
2. The Applicant accepts to indemnify and hold harmless SOGHU, its employees and its agents in respect to all costs, expenses, claims and suits that may result from any misstatement or inaccurate information supplied by the Applicant.
3. The Applicant accepts to be bound by the by-laws, programs, policies and procedures governing SOGHU.
4. The Applicant accepts to provide SOGHU with all information, within reason, relating to this application or any matter regarding SOGHU's program and procedures and accepts that SOGHU has a right to access this information during normal business hours after providing the Applicant with 24 hours' notice.
5. The Applicant agrees to provide, at SOGHU's request, all documents, receipts, records, or information likely to support or pertain to a claim for return or processing incentives.
6. The Applicant hereby acknowledges and accepts that any funds, return and/or processing incentives or payments disbursed in accordance with SOGHU's program may be subject to an audit of all information required by SOGHU, and that the information therein must be accurate and satisfy SOGHU's requirements.
7. If a registration is granted or a payment is made by SOGHU and the Applicant's certificate turns out to be false or the information supplied therein is false or inaccurate, it shall be understood that the registration was granted without rights or in error and that the payment was made without rights or in error. Such a registration shall be deemed null and void and any such payment shall be held in trust by the Applicant for the exclusive use and benefit of SOGHU. The payments or funds shall be reimbursed promptly to SOGHU by the Applicant upon discovery of the false information or the error by either SOGHU or the Applicant.
8. SOGHU retains the right, at its sole discretion, to withhold any payment or deny registration of an Applicant until such time SOGHU completes a relevant verification or obtains sufficient information from the Applicant by a reasonable method requested and verifiable by SOGHU.
9. SOGHU reserves the rights and remedies conferred on it by law in addition to the conditions set out herein.
10. The Applicant acknowledges SOGHU's authority to adopt by-laws, policies and procedures, and accepts to be bound by SOGHU's by-laws, policies and procedures.
11. The Applicant acknowledges and accepts that SOGHU may revoke or suspend the Applicant's registration in the event the Applicant contravenes the applicable laws, regulations or by-laws, and upon any false or fraudulent representation made in the application or in the claim form for payment by SOGHU of the recovery and/or processing incentive. The Applicant acknowledges and accepts that SOGHU may revoke or suspend the Applicant's registration in the event that: (a) the Applicant withdraws from business, or (b) the Applicant applies to surrender its Registration Certificate to SOGHU, or (c) the Applicant is declared bankrupt or becomes insolvent or (d) in the case of significant or repeated violations by the Applicant in relation to the terms herein or those of the Agreement with SOGHU or its Collectors and Processors Manual.
12. The Applicant accepts to surrender its SOGHU Registration Certificate to SOGHU in the event that the Applicant's registration is revoked or suspended. The Applicant accepts not to participate in SOGHU's programs or carry on business under the banner of these programs unless it is registered and its registration is not under suspension or revoked.