RBCPAY

BUYER-SELLER TRANSACTION AGREEMENT

Secure Marketplace Purchase, Delivery & Funds Release

A transaction-specific agreement designed for marketplace sales administered through RBCPay, with defined payment confirmation, product release, delivery, inspection, dispute and funds-release milestones.

TRANSACTION IDENTIFICATION

Transaction ID

Agreement Date

Transaction Currency

RBCPay Transaction Reference / URL

Governing law: Province of Alberta and applicable federal laws of Canada, subject to mandatory law.

Final production use requires review against RBCPay's actual payment and funds-handling structure.

Agreement Overview & Parties

1. PARTIES

BUYER

Legal Name

Business Name (if applicable)

Street Address

City / Province / State

Country / Postal Code

Email

Telephone

RBCPay Account ID

SELLER

Legal Name

Business Name (if applicable)

Street Address

City / Province / State

Country / Postal Code

Email

Telephone

RBCPay Account ID

2. PURPOSE OF AGREEMENT

The Buyer agrees to purchase, and the Seller agrees to sell, the product(s) described in this Agreement. The transaction is administered through RBCPay according to this Agreement, the transaction record, applicable RBCPay policies, and applicable law. Payment submitted to the Platform or an authorized payment provider does not automatically authorize immediate payment to the Seller. Funds become eligible for release only after the applicable Release Conditions are satisfied.

Product, Price & Payment

3. PRODUCT

Product / Asset

Manufacturer

Model

Serial Number(s)

Quantity

Condition (New / Used / Refurbished / Other)

Detailed Description

Specifications

Included Components

Excluded Components

4. PURCHASE PRICE

Product Price

Shipping

Insurance

Taxes

Platform / Transaction Fees

Other Charges

TOTAL TRANSACTION VALUE

Payment & Transaction Funds

5. PAYMENT METHOD

- Visa
- Mastercard
- American Express
- Discover
- Bank Wire
- ACH
- Interac e-Transfer
- Approved Cryptocurrency
- Zelle (where available)
- Certified Cheque / Bank Draft
- Money Order
- Approved Cash Transaction
- Other

Other Payment Method

6. TRANSACTION FUNDS

Transaction Funds means money submitted by or on behalf of the Buyer in connection with this transaction and processed according to the applicable RBCPay/payment-provider arrangement. Transaction Funds remain subject to payment verification, banking confirmation, payment-provider rules, fraud screening, compliance review, this Agreement and the Release Conditions.

PAYMENT STATUS CONTROL

Payment Initiated - buyer has started payment; seller is not authorized to ship solely on this status.

Payment Pending - processing or verification continues; seller is not authorized to ship solely on this status.

Payment Confirmed - the applicable payment procedure has provided sufficient confirmation for the transaction to proceed.

7. NO PAYMENT BY SCREENSHOT

A screenshot, email, text message, PDF receipt, bank image, cryptocurrency image, verbal statement, or unauthenticated communication does not independently constitute sufficient proof of confirmed payment. The authenticated RBCPay transaction status and applicable payment-provider confirmation control.

8. SECURITY OF TRANSACTION FUNDS

The parties authorize Transaction Funds to be processed according to the RBCPay transaction workflow and applicable payment-provider arrangements. Payment and Seller Funds Release are separate transaction stages. This separation reduces the risk of product release based only on an unverified payment claim and prevents seller proceeds from being released before applicable contractual milestones are satisfied.

Seller Authorization & Representations

9. SELLER AUTHORIZATION TO SHIP OR RELEASE PRODUCT

The Seller is not required to ship or surrender possession until the authenticated RBCPay transaction record indicates that applicable payment conditions for fulfillment have been satisfied.

1. Buyer & Seller accept agreement
2. Buyer submits payment
3. Payment verified / confirmed
4. RBCPay transaction status authorizes fulfillment
5. **Seller ships or releases product**

10. SELLER REPRESENTATIONS

The Seller owns the Product or has full legal authority to sell it.

The Product is not stolen or counterfeit.

The Product is not subject to an undisclosed lien or ownership claim preventing lawful transfer.

The Product materially conforms to its description and known material defects have been disclosed.

Photographs and documentation materially represent the Product.

Serial numbers have not been intentionally altered or concealed.

The Seller has authority to transfer title and the sale does not knowingly violate applicable law.

11. BUYER REPRESENTATIONS

Identifying information supplied by the Buyer is accurate.

The Buyer is authorized to enter into the transaction and use the selected payment method.

Funds used for the transaction are lawfully available to the Buyer.

Shipping, Release & Delivery

12. SHIPPING REQUIREMENTS

Seller Must Ship By

Approved Carrier

Shipping Service

Delivery Address

Minimum Insured Value

Insurance Required

Signature Required

Adult Signature Required

13. SHIPPING DOCUMENTATION

Following shipment, the Seller provides applicable evidence including carrier name, tracking number, shipment date, shipping receipt, commercial invoice, bill of lading or freight documentation where applicable, package information, serial numbers where applicable, and other documentation reasonably required for the transaction. False tracking information constitutes a material breach.

Carrier / Tracking Number

Shipment Date

Bill of Lading / Freight Reference

Insurance / Claim Reference

14. PRODUCT RELEASE

For collection or hand-delivery, possession is released only according to the approved transaction procedure. The receiving party may be required to provide government-issued identification, transaction number, release code, signature, collection confirmation, or other authentication information.

Authorized Recipient / Collection Contact

Release Code / Reference

15. DELIVERY

Delivery is determined according to the agreed method and reliable evidence such as carrier confirmation, signature, bill of lading, delivery receipt, warehouse receipt, collection receipt, photographic evidence, authenticated electronic confirmation, or other reliable evidence.

Verified Delivery Date / Time

Delivery Evidence Reference

Inspection, Acceptance & Completion

16. INSPECTION PERIOD

Inspection Period (hours / business days)

Inspection Starts

Inspection Ends

During the Inspection Period, the Buyer reasonably inspects whether the Product materially conforms to this Agreement. The period is not intended as an unrestricted opportunity to use the Product and later reverse an otherwise valid transaction.

17. INSPECTION CRITERIA

Product identity / manufacturer / model

Quantity and serial number(s)

Physical condition and disclosed damage

Major components and included items

Stated specifications and material functionality

Other agreed inspection criteria

Other Agreed Inspection Criteria

18. BUYER ACCEPTANCE

If the Product materially conforms to this Agreement, the Buyer may select ACCEPT PRODUCT through the RBCPay transaction system. Buyer Acceptance authorizes the transaction to advance toward Funds Release, subject to applicable payment-provider rules, security reviews, legal requirements and unresolved conditions.

BUYER ACCEPTS PRODUCT

Acceptance Date / Time

19. AUTOMATIC COMPLETION

Where expressly disclosed before acceptance and legally permitted, failure by the Buyer to accept the Product or open an eligible dispute before the Inspection Period expires may complete the inspection stage. This does not eliminate rights that cannot lawfully be waived.

Funds Release Conditions

20. FUNDS RELEASE CONDITIONS

The Seller becomes eligible for Funds Release only after all applicable Release Conditions have been satisfied. Unless the transaction record expressly provides otherwise, the following conditions apply:

Condition 1	Buyer and Seller identities / transaction accounts satisfy required verification.
Condition 2	Both parties accept the final transaction terms.
Condition 3	Required Transaction Funds are confirmed according to the applicable payment procedure.
Condition 4	RBCPay transaction status authorizes Seller fulfillment.
Condition 5	Seller ships or releases the correct Product.
Condition 6	Seller provides required shipping / fulfillment evidence.
Condition 7	Delivery is verified.
Condition 8	The applicable Inspection Period occurs.
Condition 9	Buyer accepts the Product or another expressly agreed completion condition occurs.
Condition 10	No qualifying unresolved dispute prevents Funds Release.
Condition 11	No legal, compliance, fraud, payment-provider or security restriction prevents release.

ALL APPLICABLE CONDITIONS SATISFIED

TRANSACTION ELIGIBLE FOR FUNDS RELEASE

21. NO PREMATURE OR UNREASONABLE RELEASE DEMANDS

The Buyer must act in good faith and must not unreasonably withhold acceptance where the Product materially conforms. The Seller cannot require release merely because the Product was shipped, tracking was provided, the Product is in transit, the Seller needs funds, or the Buyer has not yet completed a valid Inspection Period.

Disputes, Returns & Refunds

22. DISPUTE BEFORE FUNDS RELEASE

If the Buyer identifies a material discrepancy, the Buyer must submit an eligible dispute through RBCPay before the applicable deadline. An eligible dispute may interrupt the ordinary funds-release workflow where the payment arrangement permits.

Dispute Reason / Material Discrepancy

Requested Resolution

Evidence Reference(s)

23. DISPUTE EVIDENCE

- Photographs / video
- Serial numbers
- Listing / invoice / transaction terms
- Messages / communications
- Carrier tracking / shipping receipt
- Bill of lading / delivery record
- Inspection or expert report
- Payment records
- Other relevant evidence

24. POTENTIAL DISPUTE OUTCOMES

- Seller Funds Release
- Buyer Refund
- Partial Refund
- Product Return
- Replacement
- Further Inspection
- Further Evidence Required
- Referral to payment provider or legal process

25. RETURN BEFORE REFUND

Where an approved resolution requires return of the Product, the Buyer must follow approved return instructions and must not substitute another product, remove components, intentionally damage the Product, alter serial numbers, return counterfeit goods, or materially alter the Product except as reasonably necessary for inspection. Refund processing may be conditioned upon verified return where legally

Risk, Title, Cancellation & Fraud

26. RISK OF LOSS

Unless otherwise expressly stated, risk of physical loss before delivery remains with the Seller to the extent provided by the transaction terms and applicable law. After verified delivery, risk transfers according to applicable law and the transaction terms. Carrier-caused loss or damage remains subject to shipping insurance and carrier claims procedures.

27. TITLE

Title to the Product transfers according to the transaction terms and applicable law.

Verified Delivery   Buyer Acceptance   Funds Release   Other

Other Title Transfer Condition

28. CANCELLATION BEFORE SHIPMENT

Before shipment, a transaction may be cancelled by mutual agreement, payment failure, verification failure, Seller inability to perform, Product unavailability, inability of RBCPay/payment provider to lawfully process the transaction, or where cancellation is required by law. Refunds remain subject to applicable payment rules and mandatory consumer rights.

29. FRAUD & SECURITY

Neither party may falsify payment evidence, shipping or delivery records, identity, documents, serial numbers, transaction evidence, or disputes; conduct unauthorized chargebacks; impersonate RBCPay; or intentionally misrepresent material transaction information. Suspected fraud may result in transaction suspension, account restriction, and referral to financial institutions or authorities where warranted.

30. COMMUNICATION SECURITY

Material changes to payment instructions, bank information, delivery destination, authorized recipient, Product, purchase price, or Funds Release conditions must be authenticated through the applicable RBCPay procedure. A material change requested solely through an unauthenticated email or text does not amend this Agreement.

Legal Terms & Alberta Consumer Rights

31. RBCPAY'S ROLE

RBCPay provides a marketplace and transaction-management framework. Unless expressly stated in a separate written agreement, RBCPay is not the owner, manufacturer, buyer or seller of the Product. RBCPay's role concerning Transaction Funds is limited to services it actually provides directly or through authorized financial/payment providers. Nothing in this Agreement represents RBCPay as a bank, deposit-taking institution, trustee or licensed escrow provider unless that legal status is separately established and disclosed.

32. CONSUMER TRANSACTIONS

Nothing in this Agreement eliminates a statutory consumer right that cannot legally be waived. For qualifying Alberta internet consumer sales, mandatory disclosure, contracting, delivery, cancellation and refund rights may apply. Mandatory consumer law prevails over inconsistent contractual provisions.

33. GOVERNING LAW & JURISDICTION

Except where mandatory law requires otherwise, this Agreement is governed by the laws of the Province of Alberta and the applicable federal laws of Canada. The parties attorn to the jurisdiction of the courts located in Calgary, Alberta, Canada, subject to mandatory consumer jurisdiction and other non-waivable requirements.

34. ELECTRONIC AGREEMENT & RECORD

The parties consent to executing and retaining this Agreement electronically. The RBCPay transaction system may record account identity, date, time, agreement version, Transaction ID, acceptance, amendments and relevant technical records. The transaction record may include payment status, fulfillment authorization, shipment, delivery, inspection, acceptance, dispute and Funds Release events.

35. ENTIRE AGREEMENT & SEVERABILITY

This Agreement, the transaction record and incorporated RBCPay policies constitute the agreement concerning this transaction except for terms that applicable law requires to apply. Material amendments must be recorded and accepted through an authorized process. If a provision is invalid or unenforceable, the remaining provisions continue to the maximum extent permitted by law.

Buyer & Seller Acknowledgements

36. BUYER ACKNOWLEDGEMENT

I reviewed the Product description and total purchase price.

I reviewed shipping, delivery and inspection terms.

I understand the Funds Release conditions.

I understand how to submit a dispute.

I understand that acceptance can authorize the transaction to proceed toward Funds Release.

I understand statutory rights are not eliminated where they cannot lawfully be waived.

BUYER

Printed Legal Name

Date (YYYY-MM-DD)

Electronic Signature / Typed Name

37. SELLER ACKNOWLEDGEMENT

I have legal authority to sell the Product.

The Product description is materially accurate and known material defects were disclosed.

I understand that payment initiation is not authorization to ship.

I will wait for the applicable fulfillment authorization.

I understand the Funds Release conditions.

I will provide required shipping documentation and cooperate with legitimate disputes.

SELLER

Printed Legal Name

Date (YYYY-MM-DD)

Electronic Signature / Typed Name

Funds Release Authorization & Transaction Completion

FINAL RELEASE CONTROL

This page records the transaction's final completion status. Completion of this page does not override a legal, compliance, fraud, payment-provider, chargeback, court, or security restriction that independently prevents release.

38. FINAL MILESTONE CONFIRMATION

- Final transaction terms accepted
- Required Transaction Funds confirmed
- Seller fulfillment authorized
- Correct Product shipped / released
- Required fulfillment evidence received
- Delivery verified
- Inspection period completed
- Buyer acceptance or other completion condition satisfied
- No qualifying unresolved dispute
- No known release-blocking legal / compliance / security restriction

Funds Release Amount

Currency

Eligible Release Date / Time

Settlement / Payment Reference

Important: This template is structured for Alberta marketplace transactions but must be reviewed against RBCPay's actual corporate, payment-processing, funds-handling, consumer-protection and regulatory arrangements before production use.

TRANSACTION ELIGIBLE FOR FUNDS RELEASE

Subject to the Agreement, applicable payment-provider rules and mandatory law.