



NATIONAL MERCHANT AGREEMENT

INFORMATION SUMMARY BOX	
Date of contract(s)	Effective start date: October 1, 2021 Length of term: Five (5) Years Renewal date: October 1, 2026
Acquirer	<p>Moneris Solutions Corporation on its own behalf and on behalf of Royal Bank of Canada ("RBC") and Bank of Montreal ("BMO") 3300 Bloor Street West, West Tower, 10th Floor Toronto, ON M8X 2X2 Tel: 1-866-319-7450 www.moneris.com</p> <p>RBC is a party to this Agreement for Visa and Interac Card acceptance services and BMO is a party to this Agreement for Mastercard Card acceptance services, as required by the Card Brand Rules and Regulations.</p>
For Cancellation of contract(s) and any applicable penalties	<p>Your right to cancel</p> <p>Despite what the Agreement provides regarding your right to cancel, you may cancel the Agreement without penalty in the event of:</p> <ul style="list-style-type: none"> • A fee increase, except one made in accordance with a pre-determined fee schedule in the Agreement; • The introduction of a new fee; or • A reduction in applicable interchange rates that is not fully passed on to you. <p>To do so, you must exercise this right within 90 days of the date of receiving notice of any of the above events occurring, by sending notice to us in accordance with Section 25 of the Agreement.:</p> <p>Early Termination Fees (see below for Early Termination of Terminal Rentals)</p> <p>If, prior to the expiry of the Term, you:</p> <p class="list-item-l1">(i) terminate this Agreement or cause it to be terminated other than pursuant to Section 17.2(b);</p> <p class="list-item-l1">(ii) sell, assign or transfer all or substantially all of your assets or business to a third party without assigning this Agreement in accordance with its terms; or</p> <p class="list-item-l1">(iii) otherwise discontinue processing Transactions with us,</p> <p>you will pay us an amount equal to the average monthly Fees you have paid to us during the Term (excluding the month when you ceased processing Transactions with us) multiplied by the number of months remaining during the Term. The foregoing payment constitutes liquidated damages as compensation for the negotiated Fees which were offered to you based on your projected Transaction volumes during the Term and not a penalty.</p> <p>Other cancellation rights</p> <p>You may cancel the Agreement in accordance with Section 17.2(b) of the Agreement.</p> <p>Contract renewals</p> <p>The Agreement will automatically renew for one (1) year terms.</p>

	<p>Notice of non-renewal</p> <p>The Agreement will terminate if a party notifies the other(s) at least 60 days before the end of the initial term or a renewal term that it wishes to cancel this Agreement, such cancellation to be effective at the end of the initial term or renewal term, as applicable</p> <p>Other</p> <p>Separate terms, conditions and fees apply for the cancellation of the rental of Equipment. They are listed in the "Information About Payment Terminal" section.</p>
Complaint handling procedures	If you have a complaint pertaining to the Code of Conduct for the Credit and Debit Card Industry, you can contact your Moneris Account Manager. If the complaint is not resolved after speaking with your Moneris Account Manager, you may file a complaint through a variety of channels: by filling out the form on https://www.moneris.com/en/About-Moneris/Code-of-Conduct , by calling our toll free number 844-663-2948, via email CodeofConduct@moneris.com , or by mailing Moneris, Code of Conduct P.O. Box 219, Station D, Toronto, ON M6P 3J8.
Information about Payment Terminal	<ul style="list-style-type: none"> Terminal rental company name and contact information: Moneris Solutions Corporation. 3300 Bloor Street West, West Tower Toronto, ON M8X 2X2. Tel: 1-866-319-7450 www.moneris.com
	<ul style="list-style-type: none"> Point-of-sale Equipment is: <ul style="list-style-type: none"> <input type="checkbox"/> Purchased <input checked="" type="checkbox"/> Rented <input type="checkbox"/> Leased
	<ul style="list-style-type: none"> Equipment Information and Fees [Excluding Taxes]: <ul style="list-style-type: none"> Rental rates and other service charges related to the Terminal: <p>Monthly Terminal rental: \$25.00 Monthly PIN Pad rental: \$16.00 Wireless Terminal rental: \$55.00 Wireless Activation: \$75.00 POS PAD Solution Monthly Usage: \$5.00 (per Pin Pad) Short Range Wireless Terminal: \$50.00 MX915 Terminal: \$N/A Stand Alone and PinPad Combo: \$41.00 On-Site Installation: \$By quotation Imprinter rental: \$16.00 Remote Download: \$ 25.00 POS Upgrade (Courier): \$ 55.00 POS Upgrade (Onsite): By quotation UX 410: \$ N/A UX 300 + UX 100: \$ N/A UX 300 + UX 100 + UX 400: \$N/A UX301 + UX100: \$N/A UX301 + UX100 +UX401: \$N/A Hardware: UX 100: \$ N/A Moneris Go: \$ 29.95 Moneris Go + Charge Base:\$ 31.95</p>

	<p>We will charge you a remote download fee if you request a new service or solution that requires us to update the software on your Terminal via remote download. You will be required to sign a Statement of Work with us or our service provider that governs any remote download requests. We will charge you a terminal swap fee if you request a new Terminal for some or all of your locations which we will send to you via courier. You will be required to sign a Statement of Work with us or our service provider that governs any terminal swap requests.</p> <p>Early Termination of Terminal Rentals</p> <p>If you stop renting Equipment less than 12 months after the date we shipped it to you, you agree to pay us a Terminal service charge. The amount of this service charge is equal to 18 months' rent on your Terminal, including applicable taxes, minus the rent you have paid to us. You are also responsible for the cost of returning the Equipment to us.</p>
Contactless payments acceptance	<p>You have accepted the enablement of contactless payments at the point-of-sale for the following Card Brands:</p> <ul style="list-style-type: none"> • Visa • Mastercard • Discover • UnionPay • Interac • American Express
Transaction return policy	<p>Card acceptance fees will be applied to Transaction returns as follows:</p> <ul style="list-style-type: none"> • Debit Transactions: \$0.02 • Credit Transactions: \$0.02
Code of Conduct	<p>The Code of Conduct can be accessed through the following link:</p> <p>https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html</p>
Statements	<p>You can view your statements online by registering at:</p> <p>https://www1.moneris.com/cgi-bin/rbaccess/rbunxcqi?F6=1&F7=L8&F21=PB&F22=L8&REQUEST=ClientSignin&LANGUAGE=ENGLISH</p> <p>A paper statement fee applies as follows: N/A</p>



FEE DISCLOSURE BOX – INTERCHANGE PLUS PRICING STRUCTURE

Payment Card Type	Processing Method	
	Card/Device Present	Card/Device Not-Present
These are the most common types of domestically issued cards and their processing methods. They do not represent all the possible fees and variations that are charged to merchants	<i>Means that the card/device was electronically read (contact or contactless interface or mag-stripe)</i>	<i>Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g. mail/telephone order, online, recurring payment)</i>
American Express Cards	N/A	N/A
American Express Prepaid Cards	N/A	N/A
Interac Debit Cards	\$0.0289	0.60% + \$0.045
Interac Debit Cards – Contactless	\$0.0639	N/A
Mastercard Business Cards	2.08%+\$0.03161	2.08%+\$0.03161
Mastercard Core Cards	1%+\$0.03161	1.84%+\$0.03161
Mastercard Corporate Cards	2.08%+\$0.03161	2.08%+\$0.03161
Mastercard Debit Cards	N/A	1.23%+\$0.03161
Mastercard Prepaid Cards	1.52%+\$0.03161	1.63%+\$0.03161
Mastercard World Cards	1.3%+\$0.03161	2.08%+\$0.03161
Mastercard World Elite Cards	1.64%+\$0.03161	2.32%+\$0.03161
Mastercard Muse Cards	1.73%+\$0.03161	2.47%+\$0.03161
Union Pay Credit Cards	1.2%+\$0.02	1.6%+\$0.02
Visa Business Cards	1.99%+\$0.02	2.09%+\$0.02
Visa Business Premium Cards	2.19%+\$0.02	2.34%+\$0.02
Visa Corporate Cards	1.99%+\$0.02	2.09%+\$0.02
Visa Corporate Premium Cards	N/A	N/A
Visa Debit Cards	N/A	1.24%+\$0.02
Visa Infinite Cards	1.66%+\$0.02	1.79%+\$0.02
Visa Infinite Privilege Cards	2.17%+\$0.02	2.54%+\$0.02
Visa Prepaid Cards	1.51%+\$0.02	1.61%+\$0.02
Visa Standard Credit Cards	1.34%+\$0.02	1.54%+\$0.02

Each fee per Transaction disclosed above is the sum of: the Card Brands' interchange rate + the Card Brands' assessment fee + Moneris' Transaction fees for the particular Card type and processing method. The rates represent the most common types of domestic payment Card Transactions and your actual Transaction rates may vary based on a number of factors including, but not limited, to whether or not a Transaction:

- is contactless
- attracts a special Card brand rate program
- exceeds or falls below a certain Transaction amount
- was completed online or via mail or telephone order.

If you have requested and have been approved by us to accept and process Card-Not-Present Transactions (as defined in the Agreement) in United States dollars ("USD") all applicable fees indicated by "" will be charged in USD for such transactions in the amount indicated, without conversion to Canadian dollars. All remaining fees will continue to be charged in Canadian dollars. You are not permitted to accept and process USD Transactions that are not Card-Not-Present Transaction.

OTHER FEES DISCLOSURE BOX – INTERCHANGE PLUS PRICING STRUCTURE**, ***, ****	
Card Brand Transaction Fees	
Fee	Amount
Visa Interchange*	See Visa Website or https://www.moneris.com/about-moneris/code-of-conduct/Interchange-Rates
Mastercard Interchange*	See Mastercard Website or https://www.moneris.com/about-moneris/code-of-conduct/Interchange-Rates
Discover Interchange*	See Discover Website or https://www.moneris.com/about-moneris/code-of-conduct/Interchange-Rates
UnionPay Interchange	See UnionPay Website or https://www.moneris.com/about-moneris/code-of-conduct/Interchange-Rates
Interac Interchange (Interac Flash and Interac eCommerce)	See Interac Website or https://www.moneris.com/about-moneris/code-of-conduct/Interchange-Rates
Visa Assessment*	0.0900% on purchase volumes
Visa Foreign Assessment*	0.6000% on purchase volumes
Visa Foreign Assessment – Single Currency*	1.0000% on purchase volumes
Visa Foreign Assessment – Single Currency CNP*	0.6000% on purchase volumes
Visa B2B Virtual Service Domestic*	1.5500% on purchase volumes
Visa B2B Virtual Service Foreign*	0.0900% on purchase volumes
Visa Debit Assessment*	0.05% with a cap of \$0.25 USD
Visa - Real-time Funds Push Assessment	0.0800% on purchase and refund volumes
Mastercard Assessment*	0.6000% on purchase and refund volumes
Mastercard Foreign Assessment*	1.0000% on purchase and refund volumes
Mastercard Foreign Assessment – Transaction Currency Non-CAD*	0.6000% on purchase and refund volumes
Mastercard Global Wholesale Travel Transaction Foreign B2B*	\$0.024
Mastercard Utilities Assessment*	0.02% on purchase and refund volumes
Mastercard Digital Commerce Development ⁸ *	0.0800% on purchase and refund volumes
Debit Mastercard Assessment*	\$0.0240
Debit Mastercard Utilities Assessment*	\$0.0048
Debit Mastercard Contactless Assessment*	0.02% on purchase and refund volumes
Debit Mastercard Digital Commerce Development*	0.25% on purchase and refund volumes
Mastercard Humanitarian Program Assessment*	0.25% on purchase and refund volumes
Debit Mastercard Humanitarian Program Assessment*	0.50% on purchase and refund volumes
Mastercard Freight Program Assessment*	\$0.0089
Interac Assessment ¹⁰	\$0.0250
Interac eCommerce Assessment	0.0630% on purchase volumes
Discover Assessment*	0.4000% on purchase volumes
Discover International Processing*	0.1000% on purchase volumes
UnionPay Service	0.2000% on purchase volumes
UnionPay eCommerce Service	0.4000%
American Express Inbound	0.1200%
American Express Program Participation	0.0900% on purchase volumes
Card Brand Variable Fees	
Fee	Amount
Mastercard Processing Integrity Fee for Final Authorizations ¹	The greater of \$ 0.04 (USD) or 0.25% of Transaction amount
Mastercard Processing Integrity Fee for Undefined Authorizations ²	\$0.045 (USD) ⁴
Mastercard Processing Integrity Fee for Pre Authorizations ³	0.045\$ (USD) ⁴
Mastercard Excessive Authorization Attempts	\$0.10 USD ⁴
Mastercard Nominal Amount Authorization	\$0.045 USD ⁴
Mastercard Pre-Authorization	Greater of \$0.01 USD or 0.05%

OTHER FEES DISCLOSURE BOX – INTERCHANGE PLUS PRICING STRUCTURE**, ***, ****	
Moneris Transaction Fees	
Fee	Amount
Visa – Transaction ^{5*}	\$0.02
Visa Debit – Transaction ^{5,6*}	\$0.02
Mastercard – Transaction ^{5*}	\$0.02
Mastercard Debit – Transaction ^{5,6*}	\$0.02
Discover – Transaction ^{5*}	\$0.02
UnionPay – Transaction ⁵	\$0.02
American Express/JCB Opt Blue ⁷	N/A
Interac – Transaction ⁵	\$0.02
Interac – eCommerce Transaction ⁵	\$0.02
Interac Online – Transaction ⁵	\$0.02
Gateway Transaction	\$0.01
Visa Account Updater Match	\$0.30
Mastercard Account Updater Match	\$0.30
Tokenization (Vault) Per Record	\$0.01 per record
Tokenization (Vault) Per Click Fee	\$0.01 per click
Moneris Kount Enterprise Risk Inquiry	N/A
American Express/JCB OFI ^{7*}	\$0.02
Other Card Transaction Authorization*	\$0.02
IVR Transaction	\$0.25
Network Connectivity Fee ⁴	\$0.0086 (USD) per Mastercard Transaction
Visa - Real-time Funds Push Transaction	N/A
Third-Party Gift Card Transaction	N/A
Visa 3-D Secure Authentication ^{9*}	N/A
Mastercard 3-D Secure Authentication ^{9*}	N/A
Amex 3-D Secure Authentication ^{9*}	N/A
Moneris One-Time Fees	
Fee	Amount
On-site Installation	BY QUOTATION
Gateway Set-Up	\$150.00
Interac Online Set-Up	\$0.00
Tokenization (Vault) Set-up	\$0.00
Moneris Kount Enterprise Set-up	N/A
Multi Currency Pricing (MCP) Setup	N/A
DCC Set-up	N/A
Real-time Funds Setup	N/A
Moneris Monthly Fees	
Fee	Amount
Minimum MDR*	N/A
Gateway Access	\$0.00
Account Updater	\$0.00
Tokenization(Vault)	\$15.00
Account Service Package	\$0.00
Paper Statement	N/A
Merchant Direct Service	\$50.00
Cloud Services Access	N/A
Fee & Deposit Consolidation	\$4.95
IVR Service	\$5.99
Moneris Kount Enterprise Monthly	N/A
Real-time Funds	N/A
P2PE Solution	N/A
Third Party Gift Card Program	N/A
Moneris Variable Fees	
Fee	Amount
Chargeback*	\$15.00
Mastercard Non-Compliance*	\$80.00 (applicable to certain Mastercard chargeback reason codes)

OTHER FEES DISCLOSURE BOX – INTERCHANGE PLUS PRICING STRUCTURE**, ***, ****	
Automated Billing Updater Visa Fee Per Submission	N/A
Automated Billing Updater Mastercard Fee Per Submission	N/A

¹ applies to a Mastercard purchase Transaction where:

- (a) you have not sent us your clearing and settlement files for the Transaction within seven calendar days after receiving the Authorization Code for the Transaction.
- (b) the clearing amount in your clearing and settlement files for the Transaction differs from the Authorization Code amount for the Transaction.
- (c) the clearing currency code in your clearing and settlement files for the Transaction differs from the currency of the Authorization Code for the Transaction.
- (d) the Mastercard Transaction data was not provided or was invalid in the clearing and settlement files for the Transaction.

² applies to Mastercard Transactions where you have received an Authorization Code but you have not either submitted the Transaction in the clearing and settlement files or reversed the Transaction within 7 calendar days of the authorization date for any Transaction with an undefined financial amount.

³ applies to Mastercard Transactions that are not sent to us for clearing and settlement within 30 calendar days of the date the Transaction was pre-authorized.

⁴We will convert the amounts from United States dollars into Canadian dollars at an exchange rate set by Mastercard on the date of the conversion.

⁵ Your Moneris Transaction fee applies to both purchase and refund Transactions.

⁶If a rate is listed, you acknowledge that you have expressly requested that we facilitate your acceptance of Visa debit and/or Mastercard debit as a form of payment from your customers.

⁷ If a rate is listed, you acknowledge that our Transaction fees for authorizing American Express / JCB and other Card Transactions are separate and apart from fees applied by Amex Bank of Canada for American Express / JCB Card Acceptance or the other card network for such other cards respectively pursuant to separate agreements between you and those providers for processing and settlement services.

⁸ Effective July 20, 2020, Mastercard's Digital Commerce Development Fee of 0.02% will no longer apply to ecommerce transactions made on virtual B2B cards that qualify for Mastercard's Global Wholesale Travel Transaction Program

⁹ For 3-D Secure 2.0 authentication services, if applicable, the fee will apply to authentication attempts that you submit following the date that we notify you that 3-D Secure 2.0 authentication services are available for use.

¹⁰ Effective November 1, 2021, the Interac Assessment Fee of \$0.008998 per transaction will apply.

* If you have requested and have been approved by us to accept and process Card-Not-Present Transactions (as defined in the Agreement) in United States dollars ("USD") all applicable fees indicated by "*" will be charged in USD for such transactions in the amount indicated, without conversion to Canadian dollars. All remaining fees will continue to be charged in Canadian dollars. You are not permitted to accept and process USD Transactions that are not Card-Not-Present Transaction.

** Effective October 1, 2021, Visa will introduce a Data Consistency fee that will apply when a merchant resubmits an authorization with changed data elements following a decline. For domestic transactions, the fee will be applied at \$0.10 USD (which will be converted to Canadian dollars by Moneris if applicable). For foreign transactions, the fee will be applied at \$0.15 USD (which will be converted to Canadian dollars by Moneris if applicable).

*** Effective October 1, 2021, Visa will introduce a Card-Not-Present (CNP) manually key-entered with no ECI fee applied to all Card-Not-Present (CNP) transactions that are key-entered as a POS 01 transaction. This fee will not apply to correctly flagged CNP transactions. For domestic and foreign transactions, the fee will be applied at \$0.15 USD (which will be converted to Canadian dollars by Moneris if applicable).

**** Effective October 17, 2021, Visa is introducing the Visa Stop Payment Service (VSPS) to replace the Pre-Authorized Payment Cancellation Service in Canada. As part of the VSPS, Visa is introducing the Repeat Authorization Decline Fee. This fee will be applied at \$1.00 USD (which will be converted to Canadian dollars by Moneris if applicable) to each declined authorization attempt, following three previous declines on the same card.

Adjustments

We have the right to review any applicable Moneris fees set out in these Information Summary, Fee Disclosure, and Other Fees Disclosure Boxes (Visa, Mastercard, Discover, UnionPay or Interac) on an annual basis and to raise the applicable Moneris fees if:

- (a) the total dollar value of Visa, Mastercard, Discover or Interac Transactions (over a twelve month period) has decreased by 15% or more from the applicable Total Projected Annual Transaction Volume (Dollars) set out below;
- (b) the total number of Transactions (processed over a twelve month period) has decreased by 15% or more from the Projected Annual Transaction Volume (Transactions) set out below;

\$10	(Interac)
N/A	(UnionPay)

Total Projected Annual Transaction Volume (Transactions):

287,715	Visa
251,733	Mastercard
N/A	Discover
277	Interac
N/A	UnionPay



NATIONAL MERCHANT AGREEMENT

Merchant(s): [REDACTED] Merchant™

Effective Date: October 1, 2021

Introduction

- A. Merchant(s) wishes to permit its customers to use their credit and/or debit cards to purchase goods and services from the Merchant(s).
- B. Moneris on its own behalf, and on behalf of RBC for Visa and Interac Card acceptance and BMO for MasterCard Card acceptance, is authorized to provide acquiring services, including authorization, funds settlement, dispute resolution with Card Brands and other card acquiring and related services for Card Brands.
- C. RBC is a party to this Agreement for Visa and Interac Card acceptance services and BMO is a party to this Agreement for MasterCard Card acceptance services as required by the Card Brand Rules and Regulations.

General

This Agreement includes the Information Summary Box, Fee Disclosure Box, Other Fees Disclosure Box, this signature page, Schedule A –Terms and Conditions, any other Schedules identified as forming part of this Agreement, the Card Brand Rules and Regulations, the Data Security Standards and the Operating Manual and Procedures (which are incorporated by reference).

In consideration of the terms and conditions of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties below agree that Merchant(s) will receive the Card acquiring and processing services described in this Agreement.

Moneris Solutions Corporation for itself and on behalf of Royal Bank of Canada and on behalf of [REDACTED]

Name: [REDACTED]
Title: Chief Financial Officer

SCHEDULE A - TERMS AND CONDITIONS

1. Definitions

In this Agreement, "we", "us" and "our" mean Moneris and "you" and "your" mean the Merchant and each Merchant, if there is more than one.

All definitions below or elsewhere in this Agreement apply to both their singular and plural forms, as the context may require. "Section" refers to sections in this Agreement. "I/including" means "including without limitation".

"Agreement" means the Moneris National Merchant Agreement for Card acquiring and processing services, including the Information Summary Box, Fee Disclosure Box, Other Fees Disclosure Box, the signature page, this Schedule A –Terms and Conditions, any other Schedules identified as forming part of this Agreement, as any of them may be amended, restated, replaced or otherwise modified from time to time in writing by the parties, the Card Brand Rules and Regulations, the Data Security Standards and the Operating Manual and Procedures (which are incorporated by reference).

"Authorization Code" means the code provided by the Card Issuer indicating that the Cardholder's account has sufficient credit or funds, as applicable, available to support the Transaction and that the Card is not currently blocked.

"Authorization System" means the computer systems owned and/or operated by a Card Issuer and/or a Card Brand used to provide you with an Authorization Code.

"Batch Close" means the manual or automated process by which Transaction Records are confirmed to initiate settlement.

"BMO" means Bank of Montreal.

"Business Day" means any day, other than Saturday or Sunday, on which banks are open for business in Toronto, Ontario.

"Card" means any card representing any form of payment that is made available by a Card Issuer and for which we provide acquiring services to you.

"Card Brand" means Visa Canada Corporation and Visa, Inc., MasterCard International Inc., Discover Financial Services (Canada) Inc., UnionPay International Co., Ltd., Interac Corporation and their respective affiliates, successors and assigns, as applicable based on the acquiring services we provide to you.

"Card Brand Rules and Regulations" means all applicable rules, regulations, by-laws, bulletins, guidelines, directives, manuals, policies, procedures, or any similar documents of each applicable Card Brand, as amended, supplemented, revised or otherwise modified from time to time, as published on the Card Brand websites or as we may advise you of in writing from time to time.

"Card Brand Fines" has the meaning ascribed to that term in Section 4(c).

"Cardholder Data" means information encoded or printed on a Card and a Cardholder PIN.

"Card Issuer" means an entity that issues Cards to Cardholders.

"Cardholder" means the person who presents a Card to Merchant for payment.

"Cardholder Activated Terminal" or **"CAT"** means a Cardholder-activated terminal (usually unattended) used to process Transactions that meets our specifications and security standards as well as the Data Security Standards and which reads, captures and transmits Card information and dispenses the product or provides a service in an environment where: (a) a Card is present; (b) a Cardholder is present; (c) the Cardholder completes the Transaction directly; and (d) an Authorization Code is obtained electronically.

"Card-Not-Present Transactions" are Transactions completed where both the Cardholder and Card are not present at the point of sale and include mail orders, telephone and fax orders and Ecommerce Transactions.

"CAT Transaction" means a Transaction that is processed by a Cardholder Activated Terminal installed at any of your locations that accept a Cardholder's Card for payment and records the Transaction without intervention by a site attendant.

"Chargeback" has the meaning ascribed to that term in Section 5(a).

"Confidential Information" means confidential or proprietary information including the terms of this Agreement, the Fees or any other pricing information, any Card Brand Rules and Regulations or Data Security Standards provided to you by us that are not publicly available, Moneris Intellectual Property, merchant numbers, merchant statements, information concerning Equipment, advertising, marketing, designs, plans, specifications, software and programs or methods of the operation of

Equipment and financial information.

Data Compromise has the meaning ascribed to that term in Section 4(c).

Data Security Standards means the data security standards issued by the applicable Card Brand, PCI and/or Moneris, including Payment Card Industry Data Security Standard ("PCI DSS"), Payment Application Data Security Standard ("PA DSS") and PIN Transaction Security Standard (PTS), which are made available at <https://www.pcisecuritystandards.org>, or as we may advise you of in writing from time to time, as each data security standard may be amended, supplemented or otherwise modified by the Card Brand, PCI or us from time to time.

Discover means Discover Financial Services (Canada) Inc.

Ecommerce is the processing of online Transactions, using electronic media over any public or private network.

Effective Date has the meaning ascribed to that term on the first page of this Agreement.

Equipment means Terminals and any other software, hardware or other payment processing equipment used by you in connection with processing of Transactions.

Fees mean all fees, charges and other amounts as set out in the Fee Disclosure Box, Other Fees Disclosure Box, and Schedules to this Agreement, including the Merchant Discount Rate, Transaction Fees, Wireless Terminal fees plus any applicable taxes.

Foreign Transaction means a Transaction processed on a Card issued by a Card Issuer located outside of Canada.

Holdback has the meaning ascribed to that term in Section 17.3.

Indemnites has the meaning ascribed to that term in Section 16.

Initial Term has the meaning ascribed to that term in Section 17.1.

Interac means the Interac Corporation.

Losses means damages, losses, liabilities, costs, interest, expenses (including taxes), fines, penalties, assessments, fees (including reasonable legal fees, professional fees and related costs).

MasterCard means MasterCard International Inc.

MATCH System means the Member Alert to Control High-Risk merchants system maintained by MasterCard.

Member means: (i) RBC as the sponsor to Moneris, as required by Visa and Interac, for Visa and Interac Card acceptance services; (ii) BMO as the sponsor to Moneris, as required by MasterCard, for MasterCard Card acceptance services; and (iii) Moneris for Discover, UnionPay or any other applicable card brand Card acceptance or other services.

Merchant has the meaning ascribed to that term on the first page of this Agreement.

Merchant Direct means our proprietary electronic reporting system.

Merchant Payments has the meaning ascribed to that term in Section 12(b).

Merchant Discount Rate or **MDR** or **Transaction Fee** is the fee or the percentage of each Transaction that we charge for the acquiring and related services we provide under this Agreement as set out in the Other Fees Disclosure Box and/or any other applicable Schedule.

Moneris means Moneris Solutions Corporation.

Moneris Intellectual Property has the meaning ascribed to that term in Section 21.

Operating Manual and Procedures means the manuals, reference guides and procedures relating to processing Transactions and using your Equipment that we provide you and/or which are published on our website at www.moneris.com and <https://developer.moneris.com>, as the same may be amended, supplemented or otherwise modified by us from time to time.

PAD Agreement means the Pre-Authorized Debit Agreement executed by Merchant in favour of Moneris dated as of the Effective Date.

PCI means Payment Card Industry Security Standards Council.

Personal Identification Number or **PIN** means the confidential number that Card Issuers provide with a Card to authenticate a Cardholder and authorize Transactions through Terminals and which may be changed from time to time by such Cardholder.

"Personal Information" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

"Prohibited Transaction" means a Transaction carried out in violation of applicable law and/or the Card Brand Rules and Regulations, which is unauthorized by the Cardholder, or any other Transaction which may be determined by us or a Card Brand from time to time to be a Prohibited Transaction.

"RBC" means Royal Bank of Canada.

"Renewal Term" has the meaning ascribed to that term in Section 17.1.

"Reserve" has the meaning ascribed to that term in Section 11(a).

"Schedules" means any schedules identified as forming part of this Agreement, including any schedules which may be added to this Agreement by written agreement of the parties.

"Term" has the meaning ascribed to that term in Section 17.1.

"Terminal" means the point-of-sale processing hardware, firmware, mobile applications and/or other software used to process Transactions, including PIN pad devices and virtual payment processing solutions.

"Transaction" means any transaction between you and a Cardholder in which a Card is used in connection with a sale, a refund or an adjustment to either.

"Transaction Receipt" means the form of receipt that you are required to use and provide to the Cardholder as proof of a Transaction including a sale, refund or adjustment and showing, among other things that we may inform you of from time to time in writing, the amount of the Transaction and whether the Transaction was approved or declined by the Card Issuer.

"Transaction Record" means the electronic record of a Transaction including, an Authorization Code, which is submitted to us in the form that we advise you of in writing from time to time in order to process your Transactions.

"UnionPay" means UnionPay International Co., Ltd.

"Visa" means Visa Canada Corporation and Visa, Inc.

"Wireless Terminal" means a mobile short range or long range Terminal that derives power from a battery and communicates over cellular or data communication services and includes a Terminal that is used in connection with wireless communications services.

2. Processing Transactions

- (a) It is your responsibility to ensure that you obtain and that you and your employees are in compliance with the most recent versions of each of the Card Brand Rules and Regulations, the Data Security Standards, the Operating Manual and Procedures, and all applicable laws related to Cardholder Data. You acknowledge that you have reviewed the Card Brand Rules and Regulations, the Data Security Standards and the Operating Manual and Procedures.
- (b) You will not process Prohibited Transactions. You are responsible for managing your business operations and the actions of your employees (or any other person that uses the services provided for in this Agreement). You will not use our services to process Transactions for another person, entity or merchant. You agree that each Transaction: (i) will be in the ordinary course of your business; (ii) not involve a cash advance (unless as authorized by the Card Brand Rules and Regulations); and (iii) not cover an existing debt or a dishonoured cheque. You will not accept Card-Not-Present Transactions unless you receive our prior written consent.
- (c) You will honour Cards that are presented to you as a form of payment in accordance with the terms and conditions of this Agreement. You must not engage in any acceptance practice that discriminates against or discourages the use of a Card in favour of any other particular Card Brand, for example by charging a fee or surcharge on Transactions or setting a minimum or maximum value, unless you are permitted to do so by the Card Brand Rules and Regulations. You may not refuse to honor a Card or complete a Transaction solely because a Cardholder refuses to provide additional identification information (such as telephone number or address), unless the additional information is required to complete the Transaction, such as for mail order, telephone order, or Ecommerce Transactions, or is required by the Card Issuer, the Card Brand Rules and Regulations or if we instruct you to do so or if you find the circumstances of the Transaction questionable.
- (d) You must communicate to your customers, in a conspicuous manner, your policy for exchanging, returning and

adjusting the price of goods or services that were paid for with a Card. If your business has a “no refund” or “no exchange” policy, this must be clearly indicated on the Transaction Receipt or conspicuously displayed in your place of business and on your website. You will settle any claims or disputes directly with your customers. If a purchase made using a Card is returned, a credit or refund must be issued to the same Card by completing a Transaction Receipt and not in cash.

- (e) You will display the promotional material and decals we provide to advise the public that you accept Cards at your place of business and on your website.
- (f) You will issue a Transaction Receipt for each Transaction and provide such Transaction Receipt to the Cardholder. You agree that each Transaction Receipt represents an obligation of the Cardholder and will allow the Card Issuer to collect the value of the Transaction from the Cardholder. You will keep and maintain copies of all Transaction Receipts for at least 18 months. If we ask you to provide us with a copy of a Transaction Receipt within 18 months after the Transaction, you will provide a copy to us within 8 days of our request. If you do not provide the requested Transaction Receipt, or the Transaction Receipt you provide does not correspond in all respects to the Transaction Record you sent to us of the same Transaction, the amount of the Transaction will be a debt payable to us and the Member and will be collected pursuant to Section 12 (Settlement and Adjustments).
- (g) If you accept CAT Transactions, the following terms and conditions apply:
 - (i) You agree not to accept CAT Transactions unless we have accepted you to process CAT Transactions and approved your Cardholder Activated Terminals.
 - (ii) If you process CAT Transactions, you agree to disclose clearly to the Cardholder that you, rather than any supplier of goods and services, are the merchant of record and are responsible for Transactions, products and services, customer service, dispute resolution and all terms and conditions of sale. In processing CAT Transactions, you agree that the rest of this Section 2 applies.
 - (iii) You also agree that for all CAT Transactions:
 - a. the Cardholder must present the Card through or to an appropriate Card reader; and
 - b. the Transaction must receive an Authorization Code.
 - (iv) If the Card used for a CAT Transaction is rejected, you agree not to deliver the goods or services unless you negotiate a different form of payment for the goods or services. For the avoidance of doubt, all CAT Transactions may be subject to a Chargeback in accordance with the terms and conditions of this Agreement.
 - (v) You agree to identify CAT Transactions in all Transaction Records in the manner we require in our procedures. You agree that all of your CATs must meet our security standards as well as the Data Security Standards, as applicable from time to time. You further agree that changes to the Data Security Standards must be implemented in accordance with Card Brand Rules and Regulations, including the CAT must display the maximum dollar amount for a financial transaction to the Cardholder before the PIN is entered and the device and its surroundings must be designed to minimize the risk of PIN disclosure.

3. Batch Close and Transaction Records

- (a) Within one day of the Transaction date, you will: (i) execute a Batch Close; or (ii) upon prior written approval from us, deliver your Transaction Records by creating and providing clearing and settlement files to us.
- (b) If you deliver your Transaction Records by creating and providing clearing and settlement files to us, you will:
 - (i) follow the Operating Manual and Procedures and any other procedures that we may notify you of in writing from time to time with respect to clearing and settlement files;
 - (ii) use the access codes, passwords and other identifiers we provide and take all necessary steps to guard against their theft, loss or fraudulent use;
 - (iii) allow only authorized persons to use your access codes, passwords and other identifiers we provide.

Anyone using your access codes, passwords and other identifiers will be considered to have your authorization unless you tell us otherwise; and

- (iv) tell us promptly about any loss, theft or unauthorized knowledge or use of your passwords and identifiers.

4. Data Security and Protection of Cardholder Data

- (a) All Cardholder Data may only be collected, used and disclosed by you to us, the Member or an Authorized Third Party and only for the purpose of completing the Transaction. You are required to take reasonable steps to ensure that a Cardholder's PIN is not disclosed and is protected at all times. You will not require nor ask a Cardholder to disclose their PIN.
- (b) You are not permitted to use a third party, including any third party software products, to process, transmit or store Cardholder Data unless you receive our prior written consent to use such third party or third party software product (each, an "**Authorized Third Party**"). You are responsible for ensuring that any Authorized Third Party is compliant with the Data Security Standards, the Card Brand Rules and Regulations, the Operating Manual and Procedures, and all applicable laws related to Cardholder Data. You must provide us with prior written notice of any changes in any Authorized Third Party relating to the processing, transmission or storage of Cardholder Data and we reserve the right, upon written notice to you, to make reasonable modifications to the terms of this Agreement.
- (c) You understand that: (i) if you or any Authorized Third Party fail to comply with the Card Brand Rules and Regulations or the Data Security Standards; (ii) if you receive an excessive amount of Chargebacks or if the number of Transactions processed by you on fraudulent or counterfeit cards is excessive, in each case as determined by the Card Brands; or (iii) if any Card Brand determines that you or any Authorized Third Party are the likely source of any suspected or actual loss, disclosure, theft or compromise of any Cardholder Data or Transaction Records (whether such Cardholder Data or Transaction Records is under your control or the control of an Authorized Third Party) ("**Data Compromise**"), then the Card Brands may impose on us or the Member fines, fees, penalties, assessments, costs, expenses, reimbursements and any other charges or financial liabilities (including for monitoring, cancelling, and/or re-issuing Cards and/or for the amount of any fraudulent charges) (the "**Card Brand Fines**").
- (d) You are responsible for any Card Brand Fines and will indemnify us and the Member for any Card Brand Fines pursuant to Section 16. You further acknowledge and agree that such Card Brand Fines are imposed by the Card Brands to mitigate the Losses of the Card Brands and the Card Issuers and that we and the Member cannot and are not obligated to provide you with any supporting documents with respect to any Card Brand Fines (including for the calculation of the amount of the Card Brand Fines or for the corroboration of Card Brand or Card Issuer Losses) other than what is provided to us by the Card Brands.
- (e) You represent and warrant to us that you have not: (i) been in violation of the Card Brand Rules and Regulations or the Data Security Standards; or (ii) suffered a Data Compromise, in each case, within the last 3 years.
- (f) You will provide us with information, (including, without limitation, a report on compliance issued by a Qualified Security Assessor from PCI and/or a self-assessment questionnaire as prescribed by PCI) from time to time for the purposes of verifying that you and your Authorized Third Parties are complying with the Data Security Standards, the Operating Manual and Procedures, the Card Brand Rules and Regulations and applicable laws related to Cardholder Data.
- (g) You will provide us with assistance in the investigation of any suspicious activity, including suspected, potential or actual fraud, Data Compromise, Card skimming incidents, or any other security compromise involving Cardholder Data, including: (i) permitting us, the Member, the Card Brands and/or any third party authorized by us, the Member or the Card Brands to inspect your premises, computers and all equipment and software used in connection with the processing, transmission or storage of Cardholder Data; and (ii) providing us with reasonable information related to your Transactions, including your employee shift logs within the timeframe required by the Card Brand.
- (h) You will inform us promptly if you or any Authorized Third Party have suffered or suspect you have suffered any potential or actual fraud, Data Compromise, Card skimming incidents or any other security compromise involving Cardholder Data. If we or any Card Brand requires a forensic examination of you or any Authorized

Third Party, you will cooperate with and cause any Authorized Third Party to cooperate with such forensic examination. You will implement all recommendations set forth by the forensic examination. You are responsible for all costs and fees related to the forensic examination and the implementation of any recommendations.

5. Chargebacks

(a) Chargeback Reasons

This Section 5 applies to credit card processing only. If a Cardholder disputes any Transaction or if a Transaction is charged back for any other reason in accordance with the Card Brand Rules and Regulations (and regardless of whether an Authorization Code for such Transaction was received), the credit or payment to you for such Transaction may be reversed (a “Chargeback”). You acknowledge and agree that you are responsible for all Chargebacks, we and the Member do not decide which Transactions result in a Chargeback and we and the Member do not initiate a Chargeback. A list of some common reasons for Chargebacks is contained in the Operating Manual and Procedures and it includes: (i) failure to issue a refund to a Cardholder upon the return or non-delivery of goods or services; (ii) failure to follow proper acceptance or authorization procedures as set out in the Operating Manual and Procedures; or (iii) the Cardholder did not authorize the Transaction. This list is not exhaustive and does not limit the generality of the foregoing.

(b) Chargeback disputes

If you have reasons to dispute or respond to a Chargeback, then you must respond to our request for information regarding the Chargeback within 7 days of our request, unless we notify you in writing of a different response time resulting from changes to the Card Brand Rules and Regulations. We will not investigate or attempt to obtain a reversal or other adjustment to any Chargeback if you have not responded within 7 days of our request unless we notify you in writing of a different response time resulting from changes to the Card Brand Rules and Regulations.

(c) Excessive Chargebacks, Counterfeit and Fraud

If you are receiving an excessive amount of Chargebacks or if the number of Transactions processed by you on fraudulent or counterfeit cards is excessive, in each case as determined by the Card Brands, you agree and acknowledge that you are responsible for any Card Brand Fines levied as a result of these Transactions. You will cooperate with us to determine why your Chargeback volume or the number of Transactions processed on fraudulent or counterfeit cards is excessive and to implement measures to reduce the volume. We may terminate access to the Authorization System for any of your locations if the Chargeback volume or the number of Transactions processed on fraudulent or counterfeit Cards is excessive and/or exceeds the Card Brand's accepted levels.

6. Exclusivity

You will not enter into an agreement or arrangement with anyone else regarding the acceptance of Cards and, if we rent Terminals to you, the rental of Terminals. Notwithstanding the foregoing, the exclusivity obligation in this Section 6 shall not apply with respect to new technology or solutions regarding the acceptance of Cards (the “New Technology”) that we do not offer or support during the Term but that is offered or supported by a third party (a “Third Party Provider”), provided that you first provide Moneris with written notice of your intention to seek the New Technology from a Third Party Provider and for a period of ninety (90) days discuss with Moneris in good faith an arrangement where Moneris could offer, support or develop a product substantially equivalent to the New Technology. In the event you make a permitted use of the New Technology and we are thereafter able to provide the New Technology, we will notify you in writing, and you agree to subsequently: (i) terminate or allow to expire such agreement with the Third Party Provider at the earliest opportunity, and not to exercise any option to renew or extend such agreement; and (ii) upon termination or expiration of such agreement, transfer the provision of services with respect to the New Technology, from the Third Party Provider to us.

7. Changes in Your Business

- (a) You will provide us with prompt notice of any changes to your business or the manner in which you carry on business that may reasonably impact the level of risk (including reputational risk) and/or exposure to us (including a corporate

reorganization, a change of control, a sale of all or substantially all of your assets, any proposed assignment by you of this Agreement, an increase in the Transaction volumes identified in the Other Fees Disclosure Box, or any change to the core business for which you use our services).

- (b) We will review the risk and/or exposure to us of the continued provision of services to you on a regular basis and we may, as a result of any such review, make reasonable modifications to the terms governing the provision of services to you. In the course of such review, we may request and you will provide such additional information and access as we deem reasonably necessary.

8. Equipment

(a) Third Party Equipment.

If you use Equipment that is not provided by us, it is your responsibility to ensure that it complies with the Card Brand Rules and Regulations and the Data Security Standards at all times and, if required, is properly certified by us.

(b) Moneris Provided/Owned Equipment.

If we provide you with Equipment, we will arrange for your Equipment to be delivered. Any Equipment we provide to you is our property and will not become a fixture under any circumstances. You will reimburse us for any loss, damage or expense resulting from (i) your or any Authorized Third Party's misuse of the Equipment; or (ii) another person obtaining a right or an interest in any of our Equipment. You do not have the right to sub lease the Equipment. Any repairs to the Equipment that we provide must be performed by us or our designated service provider.

(c) Installation of Equipment.

On-site installation assistance is available subject to the applicable Fee set out in the Other Fees Disclosure Box. Unless we tell you that we are ordering telecommunications facilities or you have made some other arrangement with us for them, you will make arrangements and order the telecommunications facilities needed to link Equipment with our network(s). You will pay all costs associated with this.

(d) Using/Moving Equipment.

You will use all Equipment according to the Operating Manual and Procedures. You acknowledge that Equipment can be used for transactions and services that are not included in this Agreement or in any other agreements you have with us, such as communicating with issuers of other types of cards. You agree that we are not responsible for such transactions or services or for any failure of a Terminal to communicate with other persons, including with issuers of other types of cards. You may upgrade your Equipment during the Term of this Agreement, subject to an agreed upon fee and provided that such upgraded Equipment is certificated by us to communicate with our network(s). If you need to move Equipment to another location after it has been installed, or if multiple Terminals are being moved or exchanged, you will get our permission in advance and pay any expenses to have it moved by us, or our designated service provider. You will keep and use any Wireless Terminals only at locations (or within conveyances) which are necessary for your business. If we ask you, you will tell us where each Wireless Terminal is at any time and who is in possession of it.

(e) Administration Card and Passcode.

If we provide you with an administration card and/or passcode for use when completing returns, reversals, manual processing of Transactions, or any other purpose, you will ensure that these are kept in a secure place for your protection. You will be liable for any use of the administration card and/or passcode, unless you tell us that it has been lost or stolen, or that you suspect it has been. We are the owner of each administration card and passcode or any other tools we issue to you. No one but you and your personnel are permitted to use these cards, passcodes or tools and you do not have the right to assign or transfer them to anyone else.

(f) Terminal Security/Lost or Stolen Equipment.

You will tell us promptly about any errors, malfunctions or other operational problems involving Equipment or if your Equipment is stolen, lost, damaged or used without your authorization. You are responsible for any loss, theft or damage to any Equipment we have provided to you, except for normal wear and tear. It is your responsibility to implement adequate security measures and controls to ensure the security of any Equipment in order to prevent any tampering or other fraudulent activities. You will provide timely access to allow us to inspect any Equipment that

is connected to our network to verify the integrity of the associated software, firmware and/or hardware and make any necessary repairs or changes. We may, at your expense, take reasonable steps to ensure that your Equipment meets our standards. If you have purchased your own Equipment, you will: i) tell us if any Equipment is going to be sold, destroyed or put under repair; and ii) destroy the cryptographic keys in your Terminal prior to having your Terminal repaired or selling or destroying your Terminal.

9. Telecommunications

If you request third party telecommunications support, you authorize us to make the necessary arrangements with the third party telecommunications provider, subject to the following:

- (a) you are responsible for all aspects of compatibility, installation, operation, security and systems integration and any and all payments due and owing to third party telecommunications providers;
- (b) you are not a third party beneficiary of any agreement between us and a third party telecommunications provider; and
- (c) you will follow any applicable policies of the telecommunications provider.

10. Fees

- (a) You will pay the Fees for the services we provide you as indicated in the Fee Disclosure Box and Other Fees Disclosure Box and any other applicable Schedule. We have the right to review your Merchant Discount Rate or Transaction Fee on an annual basis and to raise your Merchant Discount Rate or Transaction Fee in accordance with the terms set out in the Other Fees Disclosure Box.
- (b) If any of the Card Brands increases any of the fees or charges we are required to pay for each Transaction or if the Card Brand changes the existing fee structure or implements a new fee structure, we will have the right, upon at least 90 days' notice to (a) raise your Fees by the amount of the increase; and/or (b) make corresponding changes to your fee structure.
- (c) We have the right, upon at least 90 days' notice, to increase the Fees applicable to you (including the Merchant Discount Rate or Transaction Fee) by the amount of any cost increases that we incur as a result of changes in: (a) the manner in which you process Transactions with us, such as processing Card-Not-Present Transactions; and/or (b) if there is a change in your business (as described in Section 7 - Changes In Your Business).
- (d) If you are renting Equipment from us, you will pay the applicable monthly Equipment rental fee set out in the Information Summary Box, Fee Disclosure Box or Other Fees Disclosure Box and any applicable taxes in advance, calculated from the date on which we ship your Equipment to you. You will continue to pay us the Equipment rental fees until you return your Equipment to us and we receive it.

11. Reserve

- (a) In the event of any of the circumstances listed in Section 11(b), we and the Member may be subject to additional risk. Based on this additional risk to us and the Member in continuing to process your Transactions, we or the Member may establish a reserve account or increase the amount of an existing reserve account in accordance with Section 12, or may require you to provide other security to us or the Member (the "Reserve").
- (b) We may require a Reserve if:
 - (i) there is a change in your business (as described in Section 7 - Changes In Your Business);
 - (ii) we have grounds for believing that we may be subject to any additional liabilities arising out of or relating to this Agreement, including, any Card Brand Fines;
 - (iii) you receive or we expect that you will receive excessive Chargebacks;
 - (iv) there is a material breach of this Agreement by you;
 - (v) you have suffered a Data Compromise;
 - (vi) you revoke or provide notice that you intend to revoke your consent for Moneris and the Member to debit

- your account under the PAD Agreement; or
- (vii) you failed, or your Authorized Third Party has failed, to comply with the Card Brand Rules and Regulations or the Data Security Standards,
- (c) We and the Member may (but are not required to) apply funds in the Reserve toward the satisfaction of any amounts which are or may become due from you pursuant to this Agreement. Funds in the Reserve will not bear interest.
- (d) The repayment to you of any balance of the Reserve is subject to Section 17.3(b).
- (e) You acknowledge that the Reserve and any Holdback do not involve or create any trust, custodial, agency, liability to segregate or other similar obligations on us or the Member.

12. Settlement and Adjustments

- (a) Subject to Section 12(c) and 12(d), the Member will credit the Transaction proceeds to one of your bank accounts designated in the PAD Agreement and will use reasonable commercial efforts to settle with you by crediting to your financial institution an amount equal to the value of the Transactions you present to us for settlement within two (2) Business Days of a Batch Close or the date that we receive your clearing and settlement files, as applicable pursuant to Section 3. The Member reserves the right to modify the terms of settlement. You acknowledge that it is the responsibility of your financial institution to credit your account after receiving our electronic transfer of funds. It is your responsibility to pay any fees charged for accepting these deposits or for processing any other credits or debits described in this Agreement.
- (b) You are responsible for and you will pay to us or the Member, as applicable, in accordance with this Agreement all of the following:
- (i) the Fees and any applicable taxes;
- (ii) such amounts as are necessary to maintain at all times the minimum balance of the Reserve in accordance with Section 11;
- (iii) such amounts as are necessary to establish the Holdback in accordance with Section 17.3;
- (iv) any Chargebacks;
- (v) any Card Brand Fines;
- (vi) costs relating to rental Equipment that is lost, stolen or damaged or Equipment service charges levied pursuant to Section 8; and
- (vii) any other debts described in this Agreement,
- (collectively, the "**Merchant Payments**").
- (c) You acknowledge and agree that we and/or the Member may pursue any one or more of the following options to collect any of the Merchant Payments which are due and payable pursuant to this Agreement:
- (i) set-off the Merchant Payments against all or some of your Transaction proceeds, funds in the Reserve and/or Holdback and/or any other payments or credits that you may be or become entitled to under this Agreement or otherwise from us or the Member;
- (ii) debit any of your bank accounts (or combination thereof) in accordance with the PAD Agreement; or
- (iii) demand and receive payment from you for any outstanding amounts.
- (d) You acknowledge that any payment made or credit given to you as settlement for a Transaction is an advance of funds, until the Transaction is not capable of being subject in whole or in part to a Chargeback or other adjustment. You further acknowledge and agree that we and the Member may withhold the Transaction proceeds or other credits or payments under this Agreement and/or transfer such funds if we suspect that you have processed a Prohibited Transaction, suffered a Data Compromise or any other security compromise, or potential or actual fraud, or if we or the Member are required to do so by a court order or applicable law.

13. Your Obligation to Review your Statements within 30 Days

Your statements are available for review on Merchant Direct, or any other form of electronic or paper reporting system that we may make available to you from time to time and it is your obligation to review your statements. You will review all of the Transactions listed on your statement, and tell us in writing within 30 days of receipt in the case of paper statements, or within 30 days of the Transaction date for activity viewed electronically, about any concerns including suspected omissions, incorrect debits or inaccurate Transactions. If you do not receive a statement or if you are unable to view your Transaction activity electronically you will tell us promptly. Otherwise, you agree that all items, including Fees, listed on your statement are correct and you release us and the Member from any claim relating to any item listed and any item suspected to be missing from your statements.

14. Financial Statements

If your financial statements are not publicly available, you will provide us with annual audited consolidated financial statements within 120 days following the end of each fiscal year prepared in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards applied consistently from one period to the next.

15. Cross-Guarantee

- (a) If more than one Merchant is processing Transactions under this Agreement, each Merchant guarantees to each of us and the Member, as an irrevocable and continuing guarantee, the due and punctual payment of all obligations, present and future and however arising or incurred, of each other Merchant to us or to the Member under this Agreement and/or any other agreement between that other Merchant and us, and agrees that there will be no defence to its liability as guarantor except the full and permanent payment of all sums guaranteed (all other defences being irrevocably waived). If we request, each Merchant will also execute and deliver forthwith a separate guarantee covering the same obligations as referred to in this Section in a form satisfactory to us. You agree that we and the Member may suspend the operation of this Agreement or otherwise withhold acquiring and other related services until the requested guarantee(s) is provided.
- (b) You shall not process Transactions at any physical location outside of Canada pursuant to this Agreement without our prior written consent and in accordance with all Card Brand Rules and Regulations, including, without limitation, those related to international airlines.

16. Indemnity

You will indemnify us and the Member and our respective affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, the "**Indemnitees**") from and against any and all Losses which are directly or indirectly, or in any way or in any manner whatsoever, the result of, caused by, or arise from: (A) your or your Authorized Third Party's non-compliance with (i) this Agreement; (ii) the Operating Manual and Procedures; (iii) the Card Brand Rules and Regulations; and/or (iv) the Data Security Standards; (B) Card Brand Fines; (C) any claim made against us by a Cardholder or Card Issuer that arises, or is alleged to arise, from any Transaction except to the extent caused by our non-compliance with this Agreement; and (D) your use of any third party telecommunication services provided to you pursuant to this Agreement.

17. Term and Termination

17.1. Term (including Renewal Terms)

- (a) The initial term of this Agreement will begin on the Effective Date and will continue for five (5) years (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for further 1 year terms (each, a "**Renewal Term**") unless any party notifies the others at least 60 days before the end of the Initial Term or Renewal Term, that it wishes to terminate this Agreement, such termination to be effective at the end of the Initial Term or Renewal Term, as the case may be. As used in this Agreement, "**Term**" means the Initial Term and any subsequent Renewal Terms.

- (b) If, prior to the expiry of the Term, you:
- (i) terminate this Agreement or cause it to be terminated other than pursuant to Section 17.2;
 - (ii) sell, assign or transfer all or substantially all of your assets or business to a third party without assigning this Agreement in accordance with its terms; or
 - (iii) otherwise discontinue processing Transactions with us,

you will pay us an amount equal to the average monthly Fees you have paid to us during the Term (excluding the month when you ceased processing Transactions with us) multiplied by the number of months remaining during the Term. The foregoing payment constitutes liquidated damages as compensation for the negotiated Fees which were offered to you based on your projected Transaction volumes during the Term and not a penalty.

17.2. Termination

(a) Termination by Us

We may terminate this Agreement by giving you 30 days' prior notice (provided that we may terminate this Agreement with less than 30 days' notice if required by the Card Brands), immediately suspend services, and/or take other steps we consider necessary acting in a reasonable manner, including establishing a Reserve or take any action that is required by a Card Brand if:

- (i) you do not observe or act according to the terms and conditions of this Agreement, and fail to correct that default within the timeframe in the notice we send to you;
- (ii) bankruptcy or insolvency proceedings are commenced by or against you;
- (iii) the continued provision of services to you would pose a level of risk and/or exposure to us (including credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) that we consider in our sole discretion to be unacceptable;
- (iv) the Card Brand Rules and Regulations require that we and/or the Member terminate this Agreement and/or suspend processing for you;
- (v) if applicable, you do not create and maintain the specified minimum balance of the Reserve and you fail to correct that default within 3 days after we send you notice to do so;
- (vi) you revoke or provide notice that you intend to revoke your consent for Moneris to debit your account under the PAD Agreement, in which case we may terminate this Agreement without giving you any advance notice.

If more than one Merchant is processing Transactions under this Agreement, a notice of termination or suspension delivered to any Merchant may, as determined by us, be deemed to be delivered to each Merchant and we may exercise any and all rights associated with such notice against any and all Merchants.

(b) Termination by You

You may terminate this Agreement by giving us 30 days' notice if we do not observe or act according to the terms and conditions of this Agreement and fail to correct that default within 30 days after you send us written notice of default with instructions to correct it.

(c) Cancelling Your Equipment Rental.

If this Agreement is terminated for any reason or if you decide to stop renting Equipment from us, you will return to us, at your cost, the Equipment we sent to you. Except for termination of this Agreement pursuant to Section 17.2(b), if (i) this Agreement is terminated or (ii) you stop renting Equipment, in each case less than 12 months after the date we shipped the Equipment to you, you will pay us an Equipment service charge equal to 18 months' rent of your Equipment, including applicable taxes, minus the rent you have paid to us since the Effective Date.

17.3.Effects of Termination

- (a) When this Agreement ends:
 - (i) you remain responsible for paying any amount you owe us and/or the Member pursuant to this Agreement;
 - (ii) the terms and conditions of this Agreement will remain in effect for any Transactions delivered to us before the termination date;
 - (iii) your rights to accept Transactions, as outlined in this Agreement, to use advertising, displays and other items associated with Transactions will end;
 - (iv) you will return to us any Terminal and other Equipment you rent from us; and
 - (v) if required by Card Brand Rules and Regulations, we will report you on the MATCH System.
- (b) Promptly upon notice of termination by either party under this Agreement we or the Member will:
 - (i) establish a holdback (the “**Holdback**”) in an amount sufficient to cover any potential or anticipated liabilities arising out of or relating to this Agreement or under any separate guarantee, including any Card Brand Fines, Chargebacks or any Fees owed to us or the Member pursuant to this Agreement, which may be or become payable by you pursuant to this Agreement after its termination; and
 - (ii) pay you all settlement funds owing to you under this Agreement, including the Reserve, less the amount of the Holdback.

You are not entitled to repayment of any balance of the Holdback until such time as you have no further indebtedness or other obligations outstanding, anticipated or potential under this Agreement and/or under any separate guarantee to us or the Member. We and the Member may (but are not required to) apply funds in the Holdback toward the satisfaction of any amounts which are or may become due from you pursuant to this Agreement to us or the Member. Funds in the Holdback will not bear interest. Your entitlement is only to be repaid any remaining balance of the Holdback after the full and final satisfaction of all of your indebtedness or other obligations under this Agreement to us or the Member. If the Holdback is insufficient to cover such amounts, you will pay any deficiency promptly on demand.

18. Limitation of Liability

- (a) We and the Member make no guarantee or warranty with respect to the services, products and equipment provided pursuant to this Agreement, whether express, implied, statutory or otherwise, including any warranty of merchantability or fitness for a use for any particular purpose. Our Fees are based upon the value of the services, products and equipment we provide and the allocation of any risks for Chargebacks, Card Brand Fines, Data Compromises or any other Losses remains with you.
- (b) We and/or the Member will not be liable for any exemplary, punitive, special, incidental, direct, indirect or consequential damages, lost profits, lost revenues, costs, lost business opportunities, loss of goodwill or expenses arising out of or in any way relating to this Agreement, including, any Losses suffered by you for any reporting to the MATCH System or due to the failure or disruption of communications services and/or support, even if we or Member have been made aware of the possibility of such damages. This limitation of liability applies regardless of the form in which any legal or equitable action may be brought against us or Member, whether under contract, tort (including negligence) or otherwise, and the foregoing will constitute your exclusive remedy.

19. Confidential information about the Parties

- (a) Each party agrees: (i) not to disclose any Confidential Information except to its employees, advisors, auditors or service providers, who are bound by confidentiality obligations at least as strict as those contained in this Section 19; (ii) to use and reproduce any Confidential Information only to perform its obligations hereunder and for the purposes specified in this Agreement. Notwithstanding the foregoing, the parties agree that Moneris and each Member may share Confidential Information with each other.

- (b) Nothing contained in this Agreement will be construed to restrict or impair in any way the right of the parties to disclose, use or communicate any information which: (i) is at the time of its disclosure pursuant to this Agreement generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure pursuant to this Agreement, in the lawful possession of the receiving party as evidenced in documentary form; (iv) is anonymized and rendered unidentifiable of the other party; or (v) is acquired by the receiving party from any third party having a right to disclose to the receiving party without breach of any confidentiality obligations. Either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the receiving party will provide the disclosing party with prompt notice of such request(s) so that it may seek an appropriate protective order or other remedy and/or waive the receiving party's compliance with these provisions. Any combination of Confidential Information will not be deemed to be within the foregoing exceptions merely because individual portions of such combination are disclosed or separately known in the public domain or known by the receiving party.

20. Privacy

The Parties acknowledge that certain information collected, used and disclosed pursuant to this Agreement may constitute Personal Information. The Parties agree that any such information will be collected, used, disposed, and disclosed in accordance with applicable law and their respective privacy policies. Our privacy policy, as it may be amended from time to time, can be found at the following link: <https://www.moneris.com/en/Privacy-Policy>.

21. Intellectual Property

We retain all ownership and copyright interest in and to any intellectual property, computer programs, documentation, technology, know-how and processes developed by us and provided to you in connection with this Agreement ("Moneris Intellectual Property"). We grant you a non-exclusive license to use any Moneris Intellectual Property made available to you for the limited purpose of receiving services and exercising your rights in connection with this Agreement. This license is granted for your own use and you have no right to sub-license any Moneris Intellectual Property. You will not reverse engineer, disassemble or decompile the Moneris Intellectual Property.

22. Assigning this Agreement

This Agreement is binding on the Parties and their successors and assigns. You acknowledge that we have entered into this Agreement and have determined the Fees based on our assessment of your credit risk and you agree that you will not assign this Agreement without our prior written consent.

23. Entire Agreement

This Agreement, including the Card Brand Rules and Regulations, the Data Security Standards and the Operating Manual and Procedures, which are incorporated herein by reference, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and replaces all previous agreements, arrangements and understandings between you, us and/or the Member concerning the services we provide.

24. Enforcing or Amending this Agreement

A party's conduct, actions or failure to enforce any of the terms and conditions of this Agreement do not waive any of its rights under this Agreement, or change the other Parties' obligations under this Agreement, unless all Parties agree to an amendment in writing. No modification, amendment or supplement to this Agreement will be binding upon any of the Parties unless made in writing.

25. Providing Notice

Any notice given under this Agreement will be delivered personally or sent by regular mail, prepaid registered mail or email. If there is a postal service disruption, notices will either be hand-delivered or emailed.

Notice will be given to us and the Member at:

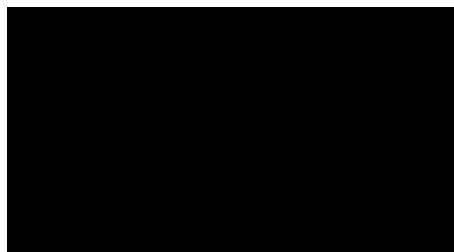
Moneris Solutions Corporation
3300 Bloor Street West
7th Floor West Tower
Toronto, Ontario
M8X 2X2

Attention: Vice President, Sales
Email: NationalAccounts@moneris.com

With a copy to:

Moneris Solutions Corporation
3300 Bloor Street West
10th Floor, West Tower
Toronto, Ontario
M8X 2X2

Attention: Chief Legal Officer & Corporate Secretary
Email: LegalIntake@moneris.com



Notices delivered personally will be deemed to be received on that day. Notices delivered by email will be deemed to be received on the date of transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day. If not received on a Business Day or during normal business hours, then notices delivered by email will be deemed to be received on the next Business Day following the transmission thereof. Notices sent by mail or prepaid registered mail will be deemed to be received five (5) Business Days after mailing.

26. For residents of Quebec

It is agreed that it is the express wish of the Parties that this Agreement and any related documents be drawn up and executed in English. *Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

27. Counterparts, Execution

This Agreement may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument. The Parties will be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar electronic copy will be legally effective to create a valid and binding agreement between the Parties.

28. Survival

Notwithstanding anything to the contrary contained herein, the rights and obligations of the Parties pursuant to Sections 1 (to the extent applicable), 2(f), 4, 5, 8, 11, 12, 15, 16, 17.3, 18, 19, 20, 20, 25, 25, 28 and 29 will survive termination or expiration of this Agreement.

29. Governing Law

This Agreement will be governed by the laws of the Province of Ontario. The Parties agree that the courts of the province of Ontario will have exclusive jurisdiction over any matters arising from this Agreement. Each party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

Schedule - Interac Online Processing Service

This Schedule to the Agreement sets out additional terms that apply if we provide Interac Online Transactions (as defined below) processing services to you.

1. Definitions

In addition to the terms defined in Schedule A of the Agreement, for the purposes of this Schedule, the following capitalized words have the respective meanings specified below:

"Acxsys" means Acxsys Corporation, the organization that facilitates the provisioning of the Interac Online service;

"Certification" means that you have met the requirements established by Acxsys and Moneris to demonstrate that you are capable of processing Transactions by way of Interac Online;

"Certify" means the steps that you must undertake to obtain Certification;

"Claim" means a claim for any direct loss incurred by a Customer in connection with a Transaction resulting from, but not limited to, any of the following: (a) a system malfunction, (b) technical failure, (c) fraud or (d) negligence;

"Customer" means a person electing to use Interac Online to pay for goods and services purchased from you;

"Initial ATS" means your average Interac Online Transaction size for the period of one hundred and eighty (180) days from the Effective Date;

"Incident" includes: (a) an event that could adversely impact Customers' access to Interac Online or consumer confidence in Interac Online or the Interac Online brand; and (b) a service disruption in Interac Online;

"Interac Card" means a card issued by an Issuer that can be used to process Interac Online Transactions;

"Interac Online" means a service that allows Customers to access their online banking account in order to purchase goods and services from you;

"Interac Online Design" means the Interac logo and associated design;

"Interac Online Transaction" means any transaction between a Customer and you whereby the Customer uses Interac Online including: (a) a Customer paying for goods and services, and (b) you refunding, in whole or in part, a Customer's purchase of goods or services;

"Interac Online Rules and Regulations" means all applicable rules, regulations, by-laws, bulletins, guidelines, directives, manuals, policies, procedures, or any similar documents regarding Interac Online, as amended from time to time by Acxsys;

"Issuer" means a Canadian financial institution providing Customers with access to online banking;

"Issuer Confirmation Number" means a series of letters and numbers generated by an Issuer when an Issuer confirms that payment for an Interac Online Transaction was authorized by a Customer and that the Issuer will settle with us for the Interac Online Transaction for your benefit;

"Transaction Log" means electronic records that you provide a Customer showing, among other things, the amount and the date of the an Interac Online Transaction, the shipping address where the goods and services are to be delivered, and whether the an Interac Online Transaction was approved or declined by the Issuer;

"Trade-marks" includes the following registered trade-marks: INTERAC; and

"Website" means the website through which you make Interac Online available as a payment option.

2. Basic Requirements

2.1 Non-discrimination

You will not discriminate as to the conditions of a sale if a Customer uses Interac Online as a form of payment. Examples of discrimination include setting a minimum or maximum value for accepting payment by way of Interac Online.

2.2 Exchanges, refunds and adjustments

You will follow a fair policy for exchanging, returning and adjusting the price of goods or services that were paid for by Customers using Interac Online and to communicate this policy clearly to your Customers. You will settle any Claims or disputes directly with Customers and to indemnify and compensate us for Claims made against us by a Customer that arise from any Interac Online Transaction.

If a purchase made using Interac Online is returned, you must issue a credit to the account. If your business has a "no refund" or "no exchange" policy, this must be clearly communicated by you including, referencing, at a minimum, such policy on your Website.

2.3 Policies, procedures, Rules and Regulations

You agree that in addition to the terms and conditions set out in this Schedule and elsewhere in this Agreement, you and members of your staff are bound by and will comply with the Interac Online Rules and Regulations and any other policies and procedures, including any user manuals, quick reference guides, or other communication regarding the processing of Interac Online Transactions that we may provide to you in writing from time to time.

2.4 Ecommerce Code of Practice

You must comply with all applicable laws, including all federal and provincial laws, as well as the *Canadian Code of Practice for Consumer Protection in Electronic Commerce*, published by Industry Canada on January 16, 2004, as it may be amended from time to time. A copy of the *Canadian Code of Practice for Consumer Protection in Electronic Commerce* can be found online at:

<http://cmcweb.ca/epic/internet/ncmc-cmc.nsf/en/fe00064e.html>

2.5 Certification

You will maintain your Certification during the term of the Agreement. If we Certify you, you will promptly inform us of any material changes to your Website and your computer systems that affect your ability to process online transactions, including Interac Online Transactions, in which case you may be required to re-Certify.

3. Website and Security

3.1 Information displayed on your website

You will ensure that your Website will display, at a minimum, the following information:

- (a) **Timeout message.** Where you allow less than thirty (30) minutes for a Customer to complete an Interac Online Transaction through an Issuer's website, you will disclose to the Customer the amount of time allotted to complete the Interac Online Transaction.
- (b) **Currency.** You will disclose to Customers that the amount will be debited from the Customer's account in Canadian funds.
- (c) **Issuer Confirmation Number.** You must ensure that you display the Issuer Confirmation Number to the Customer upon the completion of a successful Interac Online Transaction.

- (d) **Consumer Education Link.** Your Website must prominently display a direct hyperlink to the Acxsys "Consumer Education Page" such that a Customer must not be able to initiate a payment using Interac Online without having been given the opportunity to follow the hyperlink and view the information on that page. We will supply you with the URL for that page, from time to time.

3.2 Security and collection of customer information

- (a) You must ensure that the technology you use meets our security standards as well as the security standards required by Acxsys. We may amend our security standards from time to time, with at least 30 days' written notice to you. Changes to Acxsys' security standards must be implemented in accordance with Acxsys' requirements.
- (b) You will demonstrate to us your compliance with: (i) industry best practices for information and Internet security; and (ii) our security standards and the security standards of Acxsys that we tell you about in writing from time to time. You will provide us with any information from time to time for the purposes of verifying that you are complying with such standards and you will bear all costs associated with demonstrating such compliance.
- (c) Any information that you collect about a Customer must be done in accordance with privacy laws and you must obtain and use a valid Secure Socket Layer (SSL) certificate from a reputable source. Your Website must use not less than a 128-bit SSL encryption. At no time will you collect online banking login information from Customers.
- (d) Failure to operate your Website with a valid 128-bit SSL certificate constitutes an event of default and we may promptly terminate providing Interac Online to you.

4. Enabling Interac Online Transactions

4.1 How to enable your systems to process Interac Online Transactions

In order to process Interac Online Transactions you must make changes to your Website and your computer systems to enable them to process Interac Online Transactions. The steps to be followed are outlined below.

You will:

- (a) download the relevant application program interface (API) from our website at <https://developer.moneris.com>;
- (b) undertake software development and integration efforts in order to implement the API that you download;
- (c) make changes to your Website in accordance with the specifications that you download and as set out in this Schedule;
- (d) conduct test transactions to ensure proper integration of the API with your computer systems and Website; and
- (e) set up your merchant profile.

4.2 Issuer Confirmation Number

As part of processing an Interac Online Transaction for a Customer, if you do not receive an Issuer Confirmation Number, you will not continue with the Interac Online Transaction and you will not deliver the goods or services to the Customer, unless you negotiate a different form of payment for the goods or services.

5. Providing records

If we request you to provide us a copy of a Transaction Log within twelve (12) months after the Interac Online Transaction, you will provide it to us within 5 Business Days after our request. If you do not provide us with a Transaction Log that we have requested or the Transaction Log you provide does not correspond in all respects to the electronic record you sent to us of the same Interac Online Transaction we will regard the amount of the Interac Online Transaction as a debt payable to us on demand and you acknowledge and agree that we can collect such amount in accordance with Section 12(c) of this Agreement.

6. Trade-Marks

6.1 Display of Interac Online Design

You may only use the approved variations of the Interac Online Design that we tell you about in writing from time to time. The approved variations are available at our website at <https://developer.moneris.com>;

When you display the Interac Online Design or Trade-mark as a payment option on your Website, you must clearly show the Interac Online Design or Trade-mark in order to avoid confusion with credit card payment options.

If you display the logos of other third party payment options on your Website, you must display the Interac Online Design on your Website. The Interac Online design must be approximately equal in size and displayed no less prominently than the trade-marks or logos of any third party payment options.

When you use the Interac Online Design with your proprietary logos or other marks, the Interac Online Design must be clearly distinguished from your proprietary logos or other marks. The Interac Online Design must not be obscured by an additional design element or by another logo and must not be altered in any way.

You will use the Interac Online Design in accordance with the policies and procedures that we tell you about from time to time, including those that we provide to you when you download the APIs.

6.2 Display of Trade-marks

You will always use the Trade-marks with either or both of the following service descriptor: "Online" in English and "en ligne" in French.

When you display the Trade-marks as a payment option on your Website, you must clearly show the Trade-mark in order to avoid confusion with credit card payment options.

You will use the Trade-marks in accordance with the policies and procedures that we tell you about from time to time, including those that we provide to you when you download the APIs.

7. Unauthorized Transactions, Fraudulent Transactions, Claims and Incidents

7.1 General

You will assist us in resolving inquiries, complaints and problems relating to Interac Online. This includes providing us with documents, records and any other information that we may request from you from time to time. Unless otherwise indicated in this Schedule, you must respond to our request for information within 5 Business Days.

7.2 Unauthorized Transactions

In the event that we advise you that an Interac Online Transaction was unauthorized, you will assist us in investigating the unauthorized Interac Online Transaction and to respond to our request for information regarding the unauthorized Interac Online Transaction within 2 Business Days. An unauthorized Interac Online Transaction includes Interac Online Transactions that may involve identity theft, fraud and bank account takeovers.

7.3. Fraudulent Transactions

You will provide us with commercially reasonable assistance in investigating fraudulent Interac Online Transactions related to Interac Online.

7.4. Claims

In the event that we advise you that an Interac Online Transaction is subject to a Claim, you will assist us in investigating the Claim and to respond to our request for information regarding the Claim within 5 Business Days.

7.5. Incidents

Upon the discovery of an Incident, other than a natural disaster, that impacts Interac Online, you must promptly report the Incident to us.

8. Fees and Merchant Discount Rate

In consideration for the Interac Online Transaction processing services that we provide to you, you will pay us the respective Fees set out in the Information Summary Box, the Fee Disclosure Box and the Other Fees Disclosure Box, including all applicable taxes:

You will also pay us any other fees or charges, which may be imposed by Acxsys in connection with the Interac Online Transactions that we process for you, including in connection with Certification or Claims. You agree that we can collect any of the foregoing amounts in accordance with Section 12(c) of this Agreement.

9. Other Conditions

9.1 Suspension or termination of INTERAC Online by Acxsys

In the event that Acxsys suspends or terminates Interac Online, we may promptly suspend or terminate the Interac Online Transaction processing services that we provide to you.

9.2 Sharing of Information

You agree that in the event that we terminate or suspend the Interac Online Transaction processing services that we provide to you as a result of your non-compliance with the terms and conditions of this Schedule, we may share this information with other parties involved with Interac Online.

9.3 Prohibited Activities

You will not engage in any practices that have a negative impact on the Interac Online brand. Upon notice from us, you will have ten (10) days to discontinue any practice that we deem, in our sole and absolute discretion, as having a negative impact on the Interac Online brand. Examples of activities that have a negative impact on the Interac Online brand include:

- (a) failing to honour a request by a Customer to pay by Interac Online;
- (b) not displaying the Interac Online Design or the Trade-marks in accordance with the terms of this Agreement; and
- (c) requiring that a Customer pay a surcharge in order to pay by Interac Online unless you require such a surcharge for all other alternative payment methods.

9.4 Right to Inspect

During the Term, we and any of our representatives (including representatives of Acxsys) will have the right, from time to time, upon forty-eight hours' notice and at your cost, to inspect your procedures and activities to ensure compliance with this Schedule. You will fully co-operate with respect to any audit conducted by us and any of our representatives.

9.5 Privacy

The parties acknowledge that certain information collected, used and disclosed pursuant to this Schedule may constitute personal information pursuant to the *Personal Information and Protection of Electronic Documents Act* (Canada) (the "Act") and may be regulated by the Act and other applicable law. The parties agree that any such information will be collected, used and disclosed in accordance with applicable law and will only be used and disclosed in connection with the services provided hereunder. For greater certainty, you acknowledge that we may share any information that we collect about you with Acxsys and the Member. You must have appropriate processes and procedures in place to protect Cardholder Data in accordance with the Act and any other applicable substantially similar legislation relating to the protection of personal information.

Schedule - Wireless GSM Services

This Schedule sets out additional terms that apply if we provide Wireless GSM Services (as defined below) to you.

1. Definitions

In addition to the terms defined in Schedule A of this Agreement, for the purposes of this Schedule, the following capitalized words have the respective meanings specified below:

"Claims" means any and all claims, demands, liability, damage, loss, suit, action, investigation, proceeding or cause of action and any and all related costs and expenses including but not limited to legal fees and expenses.

"Network" means the network for the Wireless GSM Services operated by our underlying carrier.

"Regulatory Requirement" means any law, regulation, statute, code, order, directive, guideline, decision, ruling, award, rule, standard, requirement, policy or judgment applicable to us or our underlying carrier.

"Service Areas" means the geographic locations in which the Wireless GSM Services are available from time to time.

"Transmission" means any Transaction, pre-authorization and administrative function including but not limited to logging on and/or off, batch close and initialization.

"Unauthorized Use" means any abusive or fraudulent use or any use that has not been authorized by us or our underlying carrier.

"Wireless GSM Services" means the wireless GSM communication services provided by us and our underlying carrier to be used in connection with the Wireless GSM Terminals.

"Wireless GSM Terminal" means the long range GSM-capable Terminal that you rent from us that derives power from a battery and communicates over the Network.

2. Wireless GSM Services Terms and Conditions

You agree that the Wireless GSM Services are provided subject to the following:

- (a) Wireless GSM Services are available only when the Wireless GSM Terminals are in the operating range of the Network.
- (b) Wireless GSM Services and/or data transmissions over the Network may be temporarily refused, interrupted, involuntarily delayed or limited at any time because of:
 - (i) limitations to the Network;
 - (ii) transmission limitations caused by atmospheric, topographical or other factors reasonably outside of our underlying carrier's control;
 - (iii) equipment modifications, maintenance, upgrades, relocations, repairs and other similar activities necessary for the proper or improved operation of the Wireless GSM Services; or
 - (iv) weak batteries, system over-capacity, movement outside of the Service Areas and gaps in coverage within the Service Areas.
- (c) We and our underlying carrier make no warranty, express or implied, as to the Wireless GSM Services, including, any implied warranties as to merchantability or fitness for a particular purpose, nor do we or our underlying carrier warrant the uninterrupted working of any communications using the Wireless GSM Services or the Network.
- (d) Our underlying carrier is not responsible for and does not warrant the security or privacy of any communications or data traffic over the Network or using the Wireless GSM Services.

- (e) Our underlying carrier is not responsible or liable to you for any content, applications or services transmitted or made available to you through the Wireless GSM Services or the Network.
- (f) Wireless GSM Services will be subject to such changes, modifications, additions and deletions as our underlying carrier may determine from time to time.
- (g) You will only engage in roaming off our underlying carrier's Network as incidental to your use of the Wireless GSM Services in Canada. Our underlying carrier will, at its sole discretion, be entitled from time to time and at any time to restrict roaming services or to add, modify or remove territories where roaming is available. You will be responsible for all applicable roaming charges which will be charged separately and will be subject to the limitations and conditions of service of the carrier(s) providing such roaming services.
- (h) You have no property right in any code or identifier issued by us or our underlying carrier to you or associated with you or any of the Wireless GSM Terminals used by you. We or our underlying carrier may change such codes and identifiers at any time.
- (i) Wireless GSM Services do not include any voice services or any SMS messaging services.
- (j) The SIM card may only be used in the Wireless GSM Terminal in which it is installed and in no other wireless device and may only be used in connection with the Card processing services that we are providing to you.
- (k) The SIM card may work and incur charges in wireless devices other than the Wireless GSM Terminal in which the SIM Card is installed and you are responsible for any and all charges and other fees incurred with respect to the SIM card, including but not limited to fees for unauthorized services such as voice services and SMS messaging services.
- (l) In the event that any governmental body or person issues or amends any Regulatory Requirement, then this Schedule will be deemed modified in such a way that is consistent with the form, intent and purpose of this Schedule as is necessary to comply with such Regulatory Requirement.
- (m) Our underlying carrier may disclose any information concerning you to:
 - (i) another telecommunications carrier or other person providing services to a telecommunications carrier, provided that the information is to be used for the establishment of, or the efficient and cost effective provision of the Wireless GSM Services and disclosure is made on a confidential basis with the information to be used solely for that purpose;
 - (ii) an agent retained by our underlying carrier to collect outstanding balances owed to our underlying carrier by us, or to perform other administrative functions for our underlying carrier, provided that the information is released solely for those purposes;
 - (iii) a company involved in supplying customers with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information only to be used for that purpose;
 - (iv) a law enforcement agency if our underlying carrier has reasonable grounds to believe that you are involved in unlawful activities; or
 - (v) a public authority or agent of a public authority if in our underlying carrier's reasonable judgment, it appears that there is imminent danger to life and property which could be avoided or minimized by the disclosure of the information.
- (n) The wireless GSM Services are being provided only to you. You are solely responsible for use of the Wireless GSM Services. You agree at all times to comply with applicable laws and any terms, conditions, rules, policies, procedures and technical specifications as may be provided and updated by us or our underlying carrier from time to time in writing that are associated with the Wireless GSM Services.

- (o) You may not use (or allow anyone else to use), directly or indirectly, the Wireless GSM Services, the Network or the Wireless GSM Terminals for any Unauthorized Use including but not limited to:
 - (i) attempting or assisting another to access, alter or interfere with the communications of and/or information about another user of the Network or the Wireless GSM Services;
 - (ii) tampering with or making an unauthorized connection to the Network;
 - (iii) using or assisting another to use any scheme, false representation or false credit device, or other fraudulent means or devices in connection with the Wireless GSM Services;
 - (iv) using the Wireless GSM Services in such a manner so as to impair the quality of the Wireless GSM Services or interfere with our underlying carrier's ability to provide the Wireless GSM Services or interfere with the use of the Wireless GSM Services by other users;
 - (v) using the Wireless GSM Services to convey information that is obscene, salacious, abusive, prurient or unlawful;
 - (vi) invading another person's privacy or collecting or storing personal data about other users, stalking or otherwise harassing another person or entity; harming minors; using, possessing, posting, uploading, transmitting, disseminating or otherwise making available obscene, profane or pornographic material or content that is unlawful, threatening, abusive, libellous, slanderous, defamatory, deceptive or otherwise offensive or objectionable or violates the copyright or other intellectual property rights of others; unlawfully promoting or inciting hatred; or posting, uploading, transmitting, disseminating or otherwise making available objectionable information including but not limited to any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation;
 - (vii) participating in any illegal activities;
 - (viii) accessing any computer, software, data, or any other confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of that person, or using any tools designed to facilitate access, such as "packet sniffers";
 - (ix) uploading, posting, publishing, defacing, modifying, transmitting, reproducing, distributing in any way or otherwise making available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement), or related derivative works, without obtaining permission of the copyright owner or rightholder;
 - (x) copying, distributing, sublicensing or otherwise making available any software provided by us or our underlying carrier;
 - (xi) altering, modifying, reproducing, tampering with the Wireless GSM Services, the Network, the Wireless GSM Terminals, identifiers of the Wireless GSM Terminals or any function or component of the Wireless GSM Services, the Network or the Wireless GSM Terminals that is not meant to be altered, modified, reproduced or tampered with;
 - (xii) restricting, inhibiting or interfering with the ability of any person to access, use or enjoy the Wireless GSM Services, the Network or any device or equipment used to connect to the Network or the Wireless GSM Services, or creating an unusually large burden on the Network including but not limited to posting, uploading, transmitting or otherwise making available information or software containing a counter, virus, drop dead device, lock, key, bomb, worm, trojan-horse, trap door or other harmful, limiting destructive or debilitating feature; or generating levels of traffic sufficient to impede others' ability to send or receive information, or distributing mass or unsolicited email;
 - (xiii) disrupting any backbone Network nodes or Network service, or otherwise restricting, inhibiting, disrupting or impeding our underlying carrier's ability to monitor or deliver wireless services, transmissions or data;

- (xiv) interfering with computer networking or telecommunications service to or from any Internet user, host, provider or network including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges or attempting to "crash" a host;
 - (xv) using the Wireless GSM Services, the Network and/or the Wireless GSM Terminals for anything other than the purposes contemplated in this Schedule;
 - (xvi) reselling the Wireless GSM Services, providing Internet access or any other feature of the Wireless GSM Services to a third party or sharing or transferring the Wireless GSM Services;
 - (xvii) forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Network or the Wireless GSM Services;
 - (xviii) accessing the Internet via the Wireless GSM Services using IP addresses other than the IP address(es) assigned by us or the underlying carrier;
 - (xix) operating a server in connection with the Wireless GSM Services including but not limited to mail, news, files, gopher, telnet, chat, web or host configuration servers, multimedia streamers or multi-user interactive forums; or
 - (xx) port scanning a person's computer without that person's consent, or using any tools designed to facilitate these scans.
- (p) In addition to any other termination rights set out elsewhere in this Schedule, we or our underlying carrier may suspend, cancel or permanently terminate the Wireless GSM Services, without notice to you, if you engage in one or more activities that constitute an Unauthorized Use. Additionally, you may be charged for any costs incurred by us and/or our underlying carrier in connection with the breach of the terms of this section including but not limited to costs incurred to enforce your compliance with this section.
- (q) You are responsible for any use by third parties having direct or indirect access to the Network through you. Any such violations by a third party will be deemed to be a violation by you, whether or not done with your knowledge or consent. You will have the sole responsibility to cease such violations and will be solely liable for any loss, damage or expense arising from use by a third party.
- (r) We and our underlying carrier reserve the right to restrict, change, suspend, cancel or permanently terminate your Wireless GSM Services if your access, use or connection to the Wireless GSM Services or the Network is impairing or adversely affecting the operations or the use of the wireless services or the Network by others.

3. Fees

3.1 Fees

You will pay the Fees set out in the Information Summary Box, the Fee Disclosure Box and the Other Fees Disclosure Box plus any applicable taxes for the Wireless GSM Terminals that you rent from us.

3.2 Increases Resulting from Regulatory Requirements

In the event that our underlying carrier's costs of providing the Wireless GSM Services increase as a result of any Regulatory Requirement, then we may, upon notice to you, increase the Wireless GSM Terminal rental fees in order to reflect such increased costs.

4. Terminations and Changes to the Wireless GSM Services

4.1 Termination

We or our underlying carrier may terminate the Wireless GSM Services:

- (a) upon 30 days' notice if our underlying carrier decides to no longer operate the Network;

- (b) promptly if we are no longer provided Wireless GSM Services by our underlying carrier;
- (c) promptly if necessary due to a Regulatory Requirement;
- (d) promptly if you engage in one or more activities that constitute an Unauthorized Use or you do not observe or act according to the terms and conditions of this Schedule; or
- (e) promptly if the Wireless GSM Services are no longer available to you due to a change, modification, addition or deletion by our underlying carrier to the Wireless GSM Services, the Network, the operating range and/or the Service Areas.

4.2 Changes to the Wireless GSM Services

We may, at our sole discretion, move your Wireless GSM Services to a new technology and/or underlying carrier.

5. Limitation of Liability, Indemnity, No Warranty

5.1 No Relationship

You expressly understand and agree that you have no contractual relationship whatsoever with our underlying carrier and that you are not a third party beneficiary of any agreement between us and our underlying carrier. In addition, you expressly understand and agree that we, the Member and our underlying carrier make no representations or warranties whatsoever and will have no legal, equitable, or other liability of any kind to you, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise.

5.2 Limitation of Liability

Neither us, the Member nor our underlying carrier will be liable for any indirect, special, incidental or consequential cost, loss, expense, damage or liability of any nature, loss of profits or revenue, loss of data, costs of capital, downtime costs, costs of substitute goods or services or loss of goodwill or business opportunities in connection with this Schedule, the Wireless GSM Services, the Network or the Wireless GSM Terminals including:

- (i) the failure of the Wireless GSM Services to operate at any time; or
- (ii) a third party's unauthorized access to communications transmitted over the Network or the completeness or accuracy of such communications;

whether or not such damages were foreseeable. We, the Member and our underlying carrier are not liable to you or any other person for any accident or injury resulting from the operation or failure of the Wireless GSM Terminal or the Wireless Services.

5.3 Indemnity

- (a) You will indemnify, defend and hold harmless us, the Member and our underlying carrier and each of our and their respective officers, employees and agents against any Claims relating to:
 - (i) breach of your obligations set out in this Schedule; and
 - (ii) libel, slander, infringement of copyright, property damage, personal injury or death, arising in any way directly or indirectly in connection with this Schedule, the Network, the Wireless GSM Services or the use, misuse, failure to use or inability to use the Wireless GSM Terminals.
- (b) This indemnity will survive termination of the Agreement.

Schedule - ABU Service

This Schedule sets out additional terms that apply if we provide ABU Services (as defined below) to you.

1. Definitions

In addition to the terms defined in Schedule A of this Agreement, for the purposes of this Schedule, the following capitalized words have the respective meanings specified below:

"ABU Service" means a Card Brand sanctioned and/or supported account billing updater service that enables you to obtain updated Cardholder information when your customers' Cardholder account information changes due to reasons including but not limited to Card expiry, Card reissuance and portfolio sales.

"Match" means that the ABU Service provides updated information for a Cardholder Record submitted by you.

"Cardholder Record" means a Cardholder's Card information.

2. ABU Service Terms and Conditions

- (a) To request an update for your customers' Cardholder accounts, you will submit an encrypted file of the applicable Cardholder Records, in the form prescribed by us from time to time (a "**Query File**").
- (b) We will obtain from the Card Brands available update information for the Cardholder Records and provide the information to you in an encrypted file. We are not responsible for ensuring that all Cardholder Records submitted by you receive updated information and cannot advise you in advance if updated information is available for any particular Cardholder Record. We will only provide updated information for a Cardholder Record if such information is available and provided by the applicable Card Brand.
- (c) You represent and warrant that you have all of the necessary authority and consent from the Cardholder with respect to the collection, use and disclosure of any personal information in respect of your use of the ABU Service.
- (d) We will make commercially reasonable efforts to make the ABU Service generally available, but cannot guarantee the availability of the ABU Service at any particular time. For greater certainty, we are entitled at any time, and without prior notice, to interrupt your access to the ABU Service for any reason, including for security considerations or to do maintenance work.
- (e) You may terminate the ABU Service at any time upon sixty days prior written notice.
- (f) The Fees for the ABU Service are set out in the Information Summary Box, the Fee Disclosure Box and the Other Fees Disclosure Box, including all applicable taxes. You will pay us the respective Fees set out therein.

You agree that we may collect the Fees referenced above in accordance with the terms of Section 12(c) of this Agreement. An account statement will be sent to you by mail or provided electronically, detailing the specifics relating to the monthly charge.

Schedule - E2EE, Vault and Tokenization

This Schedule to the Agreement sets out additional terms that apply if we provide one or more of the E2EE, Vault and Tokenization services (as defined below) to you.

Security Fee:

In consideration for the E2EE, Vault and Tokenization services that we provide to you, you will pay us the respective Fees set out in the Information Summary Box, the Fee Disclosure Box and the Other Fees Disclosure Box, including all applicable taxes.

Definitions

In addition to the terms defined in Schedule A of this Agreement, for the purposes of this Schedule, the following capitalized words have the respective meanings specified below:

“Card Information” means, as applicable, the cardholder’s credit card and/or debit card number and expiry date, submitted by you and/or your customer.

“Click” means each Transaction in which a Record is accessed by the Merchant in the Vault in connection with a sale, refund or pre-authorization.

“E2EE” means the end-to-end encryption service provided by us using the POSPAD solution which encrypts Transaction Records from a particular endpoint to another endpoint, such that you only receive truncated or encrypted Card Information.

“Record” means the Card Information and any other optional customer details, including frequency and type of Transactions to be processed for your customer with the related Card Information.

“Tokenization” means the service provided by us whereby you and/or your customer creates a Record on a Moneris database and we generate a Token related to the Card Information in the Record. You may subsequently use the Token to process Transactions for your customer, in either a card-present or card-not-present environment, on a recurring or on demand basis. A **“Token”** is a series of words, symbols or other non-sensitive elements that has no extrinsic or exploitable meaning or value, generated by a non-mathematical algorithm.

“Vault” means the service provided by us whereby you and/or your customer creates a Record on a Moneris database and you subsequently access the database to access the Record to charge your customers, in a card-not-present environment, on a recurring or on demand basis.

Terms and Conditions

- (a) You are solely responsible for the content and accuracy of the Record registered by you and/or your customer and we accept no responsibility for reviewing or checking the accuracy thereof.
- (b) You represent and warrant that you have all of the necessary authority and consent from your customer and the cardholder with respect to the collection, use and disclosure of any personal information in respect of your use of Vault and Tokenization.
- (c) You are solely responsible for any costs or fees related to the integration by you (or by a third party service provider) for use of Vault, Tokenization and E2EE.

Schedule - Interac eCommerce Services

This Interac eCommerce schedule (the “**Schedule**”) to the Agreement sets out additional terms that apply if we provide the Interac eCommerce (as defined below) services to you. For greater certainty, this Schedule is part of the Agreement and remains subject to all of the other applicable terms and conditions of the Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Agreement, the terms and conditions of this Schedule will govern with respect to Interac eCommerce.

1. Definitions

Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Agreement.

- 1.1. “Application”** means a software application through which you accept payments using Interac eCommerce;
- 1.2. “Claim”** means a claim for any direct loss incurred by a Customer in connection with a Transaction resulting from, but not limited to, any of the following: (a) a system malfunction, (b) technical failure, (c) fraud or (d) negligence;
- 1.3. “Customer”** means a person paying for goods and services purchased from you through Interac eCommerce;
- 1.4. “In-App Transactions”** means a payment that is remotely facilitated using a Mobile Wallet or Payment Application and a merchant’s application on a Mobile Device to purchase goods and/or services from the merchant;
- 1.5. “In-Browser Transactions”** means a payment that is remotely facilitated, using a supported browser, through a Mobile Wallet or Payment Application on a Merchant’s website to purchase goods and/or services from the merchant;
- 1.6. “Incident”** includes: (a) an event that could adversely impact Customers’ access to Interac eCommerce or consumer confidence in Interac eCommerce or the Interac brand; and (b) a service disruption in Interac eCommerce;
- 1.7. “Interac”** means INTERAC Corp. and any of its respective predecessors, successors and assigns that facilitate the provisioning of Interac eCommerce, and which, for greater certainty, shall be considered a Card Association as defined in the Agreement;
- 1.8. “Interac Card”** means a card issued by an Issuer that can be used to make payments using Interac eCommerce Transactions;
- 1.9. “Interac eCommerce”** means a service supported by Interac whereby Customers can use their Interac Cards to pay for goods and services purchased from you through In-App Transactions or In-Browser Transactions in accordance with the terms and conditions set out in this Schedule;
- 1.10. “Interac eCommerce Transaction”** means any transaction between a Customer and you where Interac eCommerce is used, including: (a) a Customer paying for goods and services, and (b) you refunding, in whole or in part, a Customer’s purchase of goods or services;
- 1.11. “Interac eCommerce Rules and Regulations”** means all applicable rules, regulations, by-laws, bulletins, guidelines, directives, manuals, policies, procedures, or any similar documents regarding Interac eCommerce, as amended from time to time by Interac;
- 1.12. “Issuer”** means a Canadian financial institution which issues Interac Cards to Customers;
- 1.13. “Mobile Device”** means an electronic device that contains an operating system that may be utilized by a Customer to facilitate the storage and/or transmission of data for enabling an Interac eCommerce Transaction;
- 1.14. “Mobile Wallet”** means an application on a Mobile Device that is capable of accessing one or more applications including, but not limited to, Payment Applications with a user interface that allows the user to select and manage the desired applications;
- 1.15. “Payment Application”** means an application that enables payment using a single payment type (e.g., debit or credit) offered by a payment network and is supported by a dedicated Payment Credential;
- 1.16. “Payment Credential”** means the collection of an application code and personalized information that contains information about the Customer and the payment product utilized to conduct Transactions. A Payment Credential may be utilized to generate payment tokens to disguise the Payment Credential;
- 1.17. “Transaction Log”** means electronic records that you provide a Customer showing, among other things, the amount and the date of an Interac eCommerce Transaction, the shipping address where the goods and services are to be delivered, and whether the Interac eCommerce Transaction was approved or declined by the Issuer;
- 1.18. “Trade-marks”** includes the following registered trade-marks: INTERAC and any other trade-marks, including logos

and word marks, that we or Interac may advise you of from time to time; and

1.19. "Website" means the website through which you accept payments using Interac eCommerce.

2. Basic Requirements

2.1. Non-discrimination

You will not discriminate as to the conditions of a sale if a Customer uses Interac eCommerce as a form of payment. Examples of discrimination include setting a minimum or maximum value for accepting payment by way of Interac eCommerce.

2.2. Exchanges, refunds and adjustments

- (a) You will follow a fair policy for exchanging, returning and adjusting the price of goods or services that were paid for by Customers using Interac eCommerce and you will communicate this policy clearly to your Customers. You will settle any Claims or disputes directly with Customers and will indemnify and compensate us for Claims made against us by a Customer that arise from any Interac eCommerce Transaction.
- (b) If a purchase made using Interac eCommerce is returned, you must issue a credit to the account. If your business has a "no refund" or "no exchange" policy, this must be clearly communicated by you, including referencing, at a minimum, such policy on your Website or Application.

2.3. Policies, procedures, Rules and Regulations

You agree that in addition to the terms and conditions set out in this Schedule and elsewhere in the Agreement, you and members of your staff are bound by and will comply with the Interac eCommerce Rules and Regulations and any other policies and procedures, including any user manuals, quick reference guides, or other communication regarding the processing of Interac eCommerce Transactions that we may provide to you in writing from time to time.

2.4. Ecommerce Code of Practice

You must comply with all applicable laws, including all federal and provincial laws, as well as the *Canadian Code of Practice for Consumer Protection in Electronic Commerce*, published by Industry Canada on January 16, 2004, as it may be amended from time to time (the "**eCommerce Code of Practice**"). A copy of the eCommerce Code of Practice can currently be found online at: <http://www.ic.gc.ca/app/oca/crd/dcmnt.do?lang=eng&id=1006>. It is your obligation to obtain and ensure compliance with the most recent version of the eCommerce Code of Practice.

2.5. Registration

You acknowledge and agree that in order to enable you to accept Interac eCommerce Transactions Moneris has to register you with Interac at your cost and you agree that you will provide Moneris with all required information and documents in order to facilitate such registration. You are responsible for the accuracy and completeness of any and all information and documents that you provide to us in connection with the registration.

2.6. Information Security

You must ensure that the technology you use to accept payments through Interac eCommerce meets the security standards required by us and/or Interac, as they may be amended from time to time. You will provide us from time to time with any information that we or Interac request for the purposes of verifying that you are complying with such standards and you will bear all costs associated with demonstrating such compliance.

3. Enabling Interac eCommerce Transactions

In order to process Interac eCommerce Transactions you must make changes to your Website or Application and your computer systems to enable them to process Interac eCommerce Transactions. The steps to be followed are outlined below.

You will:

- (a) download the relevant application program interface (API) or software development kit (SDK) from our website at <https://developer.moneris.com>;

- (b) undertake software development and integration efforts in order to implement the API or SDK that you download;
- (c) make changes to your Website or Application in accordance with the specifications that you download and as set out in this Schedule;
- (d) conduct test transactions to ensure proper integration of the API or SDK with your computer systems and Website or Application; and
- (e) set up your merchant profile.

4. Providing records

If we request from you to provide us a copy of a Transaction Log within twelve (12) months after the Interac eCommerce Transaction, you will provide it to us within 5 Business Days after our request. If you do not provide us with a Transaction Log that we have requested or the Transaction Log you provide does not correspond in all respects to the electronic record you sent to us of the same Interac eCommerce Transaction, the amount of the applicable Interac eCommerce Transactions will be deemed as a debt payable to us on demand and you acknowledge and agree that we can collect such amount in accordance with the terms of the Agreement.

5. Interac Trade-Marks, Logo and Design

- (a) If you need to use the Interac Trade-marks in connection with your acceptance of Interac eCommerce Transactions you may only use the approved variations of the Interac word mark or Interac Logo. When using the Interac Trade-marks, you must comply with the policies, procedures and guidelines of Interac that we provide to you, including those, if any, that we may provide to you when you download the APIs or SDKs and the minimum requirements outlined below.
- (b) If you use the Interac word mark in connection with your acceptance of Interac eCommerce Transactions, the approved service descriptor must be used. The approved service descriptors for eCommerce Transactions are:
 - (i)INTERAC Debit (English);
 - (ii) Débit INTERAC (French).

6. Unauthorized Transactions, Fraudulent Transactions, Claims and Incidents

6.1. General

You will assist us in resolving inquiries, complaints and problems relating to Interac eCommerce Transactions. This includes providing us with documents, records and any other information that we may request from you from time to time. Unless otherwise indicated in this Schedule, you must respond to our request for information within 5 Business Days.

6.2. Unauthorized Transactions

In the event that we advise you that an Interac eCommerce Transaction was unauthorized, you will assist us in investigating the unauthorized Interac eCommerce Transaction and will respond to our request for information regarding the unauthorized Interac eCommerce Transaction within 2 Business Days. An unauthorized Interac eCommerce Transaction includes Interac eCommerce Transactions that may involve identity theft, fraud and bank account takeovers.

6.3. Fraudulent Transactions

You will provide us with commercially reasonable assistance in investigating fraudulent Interac eCommerce Transactions related to Interac eCommerce.

6.4. Claims

In the event that we advise you that an Interac eCommerce Transaction is subject to a Claim, you will assist us in investigating the Claim and will respond to our request for information regarding the Claim within 5 Business Days.

6.5. Incidents

Upon the discovery of an Incident, other than a natural disaster, that impacts Interac eCommerce, you must promptly report the Incident to us.

7. Fees

In consideration for the Interac eCommerce Transaction processing services that we provide to you, you will pay us the respective Fees set out in the Fee Disclosure Box and the Other Fees Disclosure Box, including all applicable taxes.

In addition to the fees set out above, you agree to pay to us any other interchange fees, assessment fees, or any other fees or charges that Interac applies to Interac eCommerce Transactions. If Interac increase any of the fees or charges we are required to pay to provide you with the services under this Schedule or if Interac changes the existing fee structure or implements a new fee structure, we will have the right, upon providing you with prior written notice, to: (a) modify our fees and charges by the amount of the increase imposed by Interac; and/or (b) make corresponding changes to your fee structure. You will also pay us any other fees or charges, which may be imposed by Interac in connection with Interac eCommerce Transactions that we process for you, including in connection with any Claims.

8. Other Conditions

8.1. Term and Termination

- (a) Unless terminated in accordance with subsections (b) or (c) below, the term of this Schedule (the "Term") will commence on the Effective Date and will continue for the duration of the term of the Agreement.
- (b) In the event that Interac suspends or terminates Interac eCommerce we may promptly suspend or terminate the Interac eCommerce Transaction processing services that we provide to you.
- (c) Each of the Parties may terminate this Schedule upon providing the other Party with at least 60 days' prior written notice.

8.2. Sharing of Information

You agree that in the event that we terminate or suspend the Interac eCommerce Transaction processing services that we provide to you as a result of your non-compliance with the terms and conditions of this Schedule, we may share this information with other parties involved with Interac eCommerce.

8.3. Prohibited Activities

You will not engage in any practices that have a negative impact on the Interac brand. Upon notice from us, you will have ten (10) days to discontinue any practice that we deem, in our sole and absolute discretion, as having a negative impact on the Interac brand. Examples of activities that have a negative impact on the Interac brand include:

- (a) failing to honour a request by a Customer to pay using Interac eCommerce;
- (b) using the Interac Trade-marks not in accordance with the terms of this Schedule; and
- (c) requiring that a Customer pay a surcharge in order to pay by Interac eCommerce unless you require such a surcharge for all other alternative payment methods.

8.4. Indemnification

You will defend, indemnify, and hold harmless Moneris and the Member and their employees, directors, officers, subcontractors, service provider and agents from and against any damages, losses, liabilities, obligations, fines, penalties, assessments, fees, costs or expenses, including reasonable attorneys' fees and costs relating to any third party action, claim, demand, dispute, suit, investigation, governmental action, judgment, or any other legal proceeding against any of them, to the extent arising from or relating to your Interac eCommerce Transactions, your use of Interac eCommerce or any breach by you of this Schedule or the Agreement.

8.5. No Warranties. Limitation of Liability

- (a) Notwithstanding anything else to the contrary in the Agreement, the Interac eCommerce Transaction processing services are provided to you by us on an "as is" and "as available" basis. Moneris and the Member do not provide any warranty with respect to and specifically disclaims any warranties and conditions with respect to the operation of Interac eCommerce or any particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, and any warranties that may arise from a course of dealing, course of performance or trade practice. Moneris and the Member do not warrant that Interac eCommerce will be uninterrupted or error-free. For greater certainty, Moneris is entitled at any time, and without prior notice, to interrupt Merchant's access to Interac eCommerce for any reason, including without limitation for security considerations or maintenance work.
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SCHEDULE OR IN THE AGREEMENT, IN NO EVENT WILL THE MEMBER AND MONERIS' TOTAL LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THIS SCHEDULE FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED THE TOTAL INTERAC ECOMMERCE TRANSACTION FEES (EXCLUSIVE OF ALL CARD ASSOCIATION INTERCHANGE , SERVICE OR OTHER APPLICABLE FEES THAT CARD ASSOCIATIONS APPLY TO YOU OR YOUR INTERAC ECOMMERCE TRANSACTIONS) PAID BY MERCHANT TO MONERIS PURSUANT TO THIS SCHEDULE DURING THE THREE MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. FOR GREATER CERTAINITY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SCHEDULE OR THE AGREEMENT, IN NO EVENT WILL THE MEMBER OR MONERIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOST REVENUES, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS SCHEDULE OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) The Parties have agreed that each provision of this Schedule that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks between the Parties. This allocation is reflected in the pricing offered by Moneris to Merchant for the Interac eCommerce Transaction processing services provided by Moneris and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Schedule and each of these provisions will survive termination of this Schedule and will apply even if any limited remedy specified in this Schedule is found to have failed in its essential purpose.

8.6. Right to Inspect

During the Term, we and any of our representatives (including representatives of Interac) will have the right, from time to time, upon forty-eight hours' notice and at your cost, to inspect your procedures and activities to ensure compliance with this Schedule. You will fully co-operate with respect to any audit conducted by us and any of our representatives.

8.7. Privacy

The parties acknowledge that certain information collected, used and disclosed pursuant to this Schedule may constitute personal information pursuant to the *Personal Information and Protection of Electronic Documents Act* (Canada) (the "Act") and may be regulated by the Act and other applicable law. The parties agree that any such information will be collected, used and disclosed in accordance with applicable law and will only be used and disclosed in connection with the services provided hereunder. For greater certainty, you acknowledge that we may share any information that we collect about you with Interac. You must have appropriate processes and procedures in place to protect Customers data in accordance with the Act and any other applicable substantially similar legislation relating to the protection of personal information.

8.8. Confidentiality

You acknowledge that this Schedule and any information provided to you by us or Interac in connection with this Schedule, including any Interac eCommerce Rules and Regulations, is Confidential Information subject to the applicable provisions of the Agreement.

8.9. Force Majeure

Neither Party will be responsible or liable to the other Party for any failure or delay in its performance under this Schedule due to causes beyond its reasonable control, including, but not limited to, fire, flood, earthquake, public health emergency or other element of nature or act of God, an act of war, terrorism, rebellion, revolution, riot, civil disobedience or disorder, vandalism or other unlawful acts of Persons other than the Party or its employees (each a “**Force Majeure**”). In the event of a Force Majeure, the Party who is unable to perform or whose performance is delayed will promptly notify the other Party of the Force Majeure and will use its best efforts to resume performance.



PRE-AUTHORIZED DEBIT AGREEMENT

1. In this pre-authorized debit agreement (the “**Authorization**”):

October 1st 2021 *11*

“**Agreement**” refers to the Moneris National Merchant Agreement made as of ~~May 01st 2021~~ between Merchant, Moneris, Royal Bank of Canada and Bank of Montreal, as amended from time to time;

“**Deposit Accounts**” means all of the Merchant’s bank accounts, including but not limited to the following deposit account(s) or such other replacement accounts as Merchant advises Moneris from time to time and “**Deposit Account**” means any one of them:

[NTD: Merchant to list all of their existing bank accounts.]

Name of Canadian Financial Institution		
Branch Address		
	Telephone	
Account No.	Transit No.	
Wire Transfer instructions (routing)		
SWIFT Code (if available):		

“**Financial Institution**” means any financial institution that keeps a Deposit Account;

“**Merchant**” refers to [REDACTED]

“**Moneris**” refers to Moneris Solutions Corporation; and

“**PAD**” means a pre-authorized debit pursuant to this Authorization.

2. **The PADs authorized pursuant to this Authorization are for business purposes of the Merchant.** Delivery of this Authorization to Moneris shall be deemed to constitute delivery by Merchant to the Financial Institution. The Financial Institution is not required to verify that a PAD has been issued in accordance with this Authorization.
3. Merchant authorizes Moneris to initiate debits against the Deposit Accounts for the purpose of paying to Moneris all of Merchant’s payments that are required to be paid in respect of services provided pursuant to the Agreement or upon the occurrence of events described in the Agreement and any other amounts owing by Merchant to Moneris pursuant to the Agreement, all of which the parties agree are regular occurring, and not sporadic, payments. If any PAD is dishonoured by Merchant’s Financial Institution for any reason, Moneris may issue another debit in substitution for the dishonoured PAD. Fees and charges imposed by the Financial Institution in respect of a dishonoured debit shall be the responsibility of Merchant.
4. Merchant undertakes to inform Moneris in writing within one business day of any change of the Deposit Account or the account particulars of the Deposit Account or the opening of a new Deposit Account.
5. This Authorization is revocable and may be cancelled by Merchant at any time upon thirty days’ notice to Moneris. Moneris may debit the Deposit Account during and until the expiration of the notice period. To obtain a sample cancellation form or more information on the right to cancel this Authorization, Merchant may contact the Financial Institution or visit www.cdnpay.ca.
6. Merchant has certain recourse rights if any debit does not comply with this Authorization. For example, Merchant has the right to receive reimbursement for any debit that is not authorized or is not consistent with this

Authorization. To obtain more information on Merchant's recourse rights Merchant may contact the Financial Institution or visit www.cdnpay.ca.

7. **Moneris may assign this Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise, subject to providing Merchant with a written notice within ten days after such assignment.**
8. Merchant may contact Moneris at the address noted below to make any inquiries, obtain information or seek any recourse rights: 3300 Bloor Street West, 7th Floor West Tower, Toronto, Ontario M8X 2X2, Telephone (416) 734-1153, Fax number: (416) 734-1245, Email: kevin.cutone@moneris.com
9. Merchant warrants and guarantees that this Authorization has been signed by persons whose signatures are required in order to authorize debits against the Deposit Account in accordance with the account agreement between Merchant and the Financial Institution.
10. **Merchant waives the right to receive pre-notification from Moneris of the amount to be debited to the Deposit Account pursuant to this Authorization and the dates on which such debits will be processed, as well as notice of any and all future changes to the amounts to be debited or the payment dates.**
11. Merchant consents to the disclosure of any personal information that may be contained in this Authorization to the financial institutions at which Moneris maintains its accounts which will be credited with the PADs.

DATE: Oct 1st 2021 
October 1st 2021



Title: