

Moneris® Advantage Rewards Program™ Terms of Use

Introduction

The Moneris® Advantage Rewards program (the “Moneris **Advantage Rewards Program**”) is operated by Moneris Solutions Corporation (“**Moneris**”) and is offered to certain Moneris merchants on an invitation only basis, in Moneris’ sole discretion.

By enrolling in the Moneris Advantage Rewards Program, you acknowledge that the terms and conditions set out below apply to you. Please note that these terms and conditions may be modified by Moneris from time to time so please check back periodically.

Please note that all references to “you” and “your” throughout these Terms of Use refer to you in your capacity as an authorized representative of the merchant processing transactions with Moneris and, as applicable, to you as an individual.

Eligibility

In order to be eligible to participate in the Moneris Advantage Rewards Program, you must be invited by Moneris to register. If you have received an invitation, you will be asked to register by enrolling online and activating your account. In order to enrol, you will be required to have a Merchant Direct® account with Moneris and a valid email address.

Your continued participation in the Moneris Advantage Rewards Program is subject to you continuing to be a merchant in good standing and under valid and subsisting merchant agreement(s) with Moneris. If any of your merchant agreement(s) are suspended or terminated or if you are in breach thereof, Moneris may in its sole discretion, restrict, suspend, amend, cancel or otherwise alter your participation in the Moneris Advantage Rewards Program, with or without notice to you.

Ownership of Advantage Points

The points accumulated in the Moneris Advantage Rewards Program (the “**Advantage Points**”) will be in the name of the entity that has a merchant agreement with Moneris, and may be redeemed by any designated individual who has access to the merchant’s Merchant Direct account that is linked to the Moneris Advantage Rewards Program. The Advantage Points may not be assigned, traded, gifted or otherwise transferred except with the express prior written consent of Moneris and any attempt to do so without receiving such consent will automatically render the Advantage Points void and may result in the cancellation of your membership in the Moneris Advantage Rewards Program.

You will have the ability to review your Advantage Points balance, redeem Advantage Points and otherwise manage your Moneris Advantage Rewards Program account

through your Merchant Direct account. It is important that you maintain the confidentiality of any login information in connection with your Merchant Direct account as anyone with access to your Merchant Direct account can redeem Advantage Points. Moneris is not liable, directly or indirectly, in any manner whatsoever for any loss or damage incurred as a result of or in connection with your failure to comply with the foregoing.

Accumulation of Advantage Points

Advantage Points are accumulated based on your net transaction volume for Visa, MasterCard and Discover transactions that you process with Moneris (where Moneris is the acquirer), net of any chargebacks, refunds or adjustments and that are connected to your Merchant Direct account (rounded up over .5 and rounded down under .5) (“**Net Transaction Volume**”). As of April 1, 2012, Moneris will award you with 500 Advantage Points for every \$10,000 of Net Transaction Volume. Moneris reserves the right, in its sole discretion, to delay or refuse the award of Advantage Points related to any transaction volume that is or is suspected of being fraudulent. The basis for calculating the accumulation of points is subject to change at any time, with or without any notice to you, in Moneris’ sole discretion. Moneris may, from time to time, issue Advantage Points for other reasons in its sole discretion, including welcome or activation points or other promotional points.

Your Advantage Points balance will be reported on your Merchant Direct account on a monthly basis for points accumulated during the previous month. You agree to review your balance and must tell us within thirty (30) days of the date that the Advantage Points balance is posted about any concerns regarding your Advantage Points balance including suspected errors or omissions. Otherwise, you agree that the Advantage Points balance is correct and you release Moneris from any claim relating to your Advantage Points balance.

Value of Advantage Points

The Advantage Points have no monetary value whatsoever and you are not entitled to make a monetary claim against Moneris in respect of the Moneris Advantage Rewards Program. The Advantage Points may be redeemed for gift cards or other rewards that Moneris makes available from time to time, and in accordance with these Terms of Use.

Expiration of Advantage Points

Unless otherwise stated at the time of accumulation, all Advantage Points will expire thirty-six (36) months after the date of award. Notwithstanding the foregoing, all Advantage Points will expire immediately and your Moneris Advantage Rewards Program account will terminate if Moneris terminates your participation in the Moneris Advantage Rewards Program in accordance with the terms set out below.

Please refer to Merchant Direct for your current Advantage Points balance.

Redemption of Advantage Points

In order to redeem your Advantage Points, you will be required to sign into Merchant Direct where you will be provided with a link to a redemption website operated through www.giftcertificates.ca. When you redeem your Advantage Points, the oldest points will be applied first. Once you place an order for the redemption of Advantage Points, no changes or refunds whatsoever are permitted.

Your redemption will be based on a redemption grid which is available in Merchant Direct or as otherwise provided by Moneris. You will be required to have the minimum number of points in the grid to redeem Advantage Points. As of April 1, 2012, the minimum redemption level is 12,500 Advantage Points and each subsequent redemption level is 5,000 additional points.

In addition to these Terms of Use, your redemption will also be governed by any terms and conditions applicable to the giftcertificates.ca website.

Value Added Advantage Reward Program Benefits

As a member of the Moneris Advantage Reward Program, you may be offered additional value added benefits from time to time, including front-of-the-line service support, free 4-hour response time on service requests, and promotional discounts on shopmoneris.com. These benefits are not guaranteed, may be modified or withdrawn at any time without further notice, and may be governed by additional terms and conditions and/or eligibility requirements or restrictions which will be communicated to you at the time of the offer. Acceptance of such additional terms and conditions will occur upon acceptance of any such additional benefits.

Termination of Moneris Advantage Rewards Program

Moneris may terminate your participation in the Moneris Advantage Rewards Program immediately in the event of:

- a violation by you of any of the terms and conditions of the Moneris Advantage Rewards Program or your merchant agreement;
- a termination of any other agreement between you and Moneris;
- any misrepresentation by you to Moneris and/or any abuse by you of the Moneris Advantage Rewards Program;
- your bankruptcy; or
- an inactive Moneris Advantage Rewards Program account for a period of 12 months (i.e. has not accumulated nor redeemed points during that time period).

In addition to the foregoing, Moneris reserves the right, in its sole discretion, to amend, alter, withdraw or terminate the Moneris Advantage Rewards Program at any time, with or without notice to you.

Upon termination of the Moneris Advantage Rewards Program, any unredeemed Advantage Points will automatically expire.

Limitation of Liability

Moneris, its affiliates, subsidiaries and their respective officers or directors assume no liability whatsoever, howsoever caused (including without limitation indirect, incidental, special, punitive, consequential or exemplary damages), in connection with the Moneris Advantage Rewards Program, including without limitation for reason of: (i) the termination, cancellation or amendment to the Moneris Advantage Rewards Program or any component thereof; or (ii) the addition, deletion, redemption, accumulation, change or availability of any Advantage Points.

You are responsible for any taxes or other charges which may be owed or owing or imposed with the authority of any government as a result of the rewards, benefits and privileges obtained through the Moneris Advantage Rewards Program. Moneris is not responsible for assessing, withholding, deducting or in any way understanding whether or how any such taxes or charges may be applicable to you. You are advised to obtain your own independent tax advice in this respect.

General Provisions

Special Promotions: From time to time, Moneris may offer special limited time promotions which may temporarily alter the terms and conditions related to the accumulation and/or redemption of Advantage Points. These promotions may be governed by additional terms and conditions and/or eligibility requirements or restrictions which will be communicated to you at the time of the offer. Acceptance of such additional terms and conditions will occur upon acceptance of the offer.

Privacy: You acknowledge, agree and consent to the collection, use and disclosure of any personal information that you provide to us in connection with the Moneris Advantage Rewards Program in accordance with Moneris' Privacy Policy (which is available at: <http://www.moneris.com/Privacy%20Policy.aspx>) and for the following specific purposes:

- administration of the Moneris Advantage Rewards Program;
- redemption of Advantage Points; and
- communication of information and offers related to the Moneris Advantage Rewards Program.

No Waiver: No delay or omission by Moneris to exercise any right or remedy in connection with these Terms of Use shall operate as a waiver thereof or of any other right or remedy.

Entire Agreement: These Terms of Use and additional terms referenced herein constitute the entire agreement between you and Moneris regarding your participation in the

Moneris Advantage Rewards Program, your entitlement to collect and redeem Advantage Points and your entitlement to any other benefits or privileges of the Moneris Advantage Rewards Program, and supersedes all previous versions. Except as expressly stated in these Terms of Use, there are no conditions, representations or warranties, express or implied, statutory or otherwise with respect to the Moneris Advantage Rewards Program.

Governing Law: The Moneris Advantage Rewards Program shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to principles under conflicts of laws. You hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Last Updated: November 26, 2012

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