

Moneris Solutions® Corporation
Moneris GO Portal Terms of Use

IMPORTANT – PLEASE READ CAREFULLY

MONERIS SOLUTIONS CORPORATION (“MONERIS”) MAINTAINS THIS WEBSITE (THE “SITE”) AND ALL OF THE CONTENT, FUNCTIONALITY, SOFTWARE AND ANY OTHER MATERIALS, PRODUCTS OR SOLUTIONS MADE AVAILABLE BY MONERIS ON THE SITE FROM TIME TO TIME (COLLECTIVELY, THE “SERVICES”) AS A SERVICE TO HELP ITS MERCHANTS AND FACILITATE THE USE OF THE PAYMENT PROCESSING AND OTHER SERVICES OFFERED BY MONERIS. BY ENTERING THE SITE AND USING THE SERVICES, YOU ARE AGREEING TO COMPLY AND BE BOUND BY THESE TERMS OF USE AND ANY OTHER OPERATING RULES, REGULATIONS, POLICIES AND PROCEDURES THAT MAY BE POSTED FROM TIME TO TIME ON THE SITE (THE “TERMS”). THE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SITE, THE SERVICES AND ANY OTHER INFORMATION, PRODUCTS, SOFTWARE AND/OR FEATURES MADE AVAILABLE TO YOU ON THE SITE BOTH NOW AND IN THE FUTURE. MONERIS MAY, AT ITS SOLE DISCRETION, UPDATE OR REVISE THE TERMS AT ANY TIME. ANY UPDATES OR REVISIONS OF THE TERMS WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE. PLEASE CHECK THE TERMS PERIODICALLY FOR UPDATES OR REVISIONS. YOUR CONTINUED ACCESS OR USE OF THE SITE OR THE SERVICES FOLLOWING THE POSTING OF ANY UPDATES OR REVISIONS TO THE TERMS CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THE TERMS AS UPDATED OR REVISED. IF YOU DO NOT AGREE WITH THE TERMS, DO NOT USE THE SITE OR THE SERVICES. “YOU” (AND ALL DERIVATIONS THEREOF) MEANS YOU INDIVIDUALLY, AND IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT LEGAL ENTITY (IN WHICH CASE YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO REPRESENT AND BIND THAT LEGAL ENTITY). THE SITE IS INTENDED TO BE USED ONLY BY MONERIS MERCHANTS OR THEIR AGENTS AND REPRESENTATIVES. BY ENTERING THE SITE AND USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO REPRESENT AND BIND THE RESPECTIVE MONERIS MERCHANT WHOSE CREDENTIALS AND MERCHANT ACCOUNT YOU ARE USING TO LOG IN. IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT USE THE SITE OR THE SERVICES.

THESE TERMS RELATE SOLELY TO YOUR USE OF THE SITE AND THE SERVICES. THE PAYMENT PROCESSING AND OTHER SERVICES OFFERED BY MONERIS REMAIN SUBJECT TO THE TERMS AND CONDITIONS OF YOUR MERCHANT AGREEMENT WITH MONERIS, AS IT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “MERCHANT AGREEMENT”) WHICH REMAINS IN FULL FORCE AND EFFECT. ANY CAPITALIZED TERMS USED AND NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERMS IN THE MERCHANT AGREEMENT.

1. Definitions

- a. "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 without limitation legal fees and expenses.
- b. "Content" means all software, material, documentation, graphics, images, designs, plans, information and other content accessed by you and your Users on the Site or otherwise accessible through the Site and through the Services except for any data and information uploaded, transmitted or posted by you and your Users.
- c. "Linked Sites" means links to third party websites from the Site.
- d. "Merchant" means the legal entity that has entered into a Merchant Agreement with Moneris and whose Credentials are used to access the Site and the Services.
- e. "Representatives" means employees, officers, directors, affiliates and licensors of a party;
- f. "Unauthorized Use" means any abusive or fraudulent use or any use that is not consistent with these Terms or violates applicable law of Card Brand Rules and Regulations.

- g. "User" means your staff members to whom you have granted access to your Credentials, the Site or the Services.
- h. "We", "us", and "our" means Moneris Solutions Corporation.
- i. "You" and "Your" means the person using the Site or the Services and the Merchant that he represents.

2. User Identification and Password

- a. You will be assigned or will need to set up your own ID and password, or other credentials, to access the Site and the Services (the "**Credentials**"). You acknowledge and agree that your Credentials can be used to access your merchant account and to process Transactions pursuant to your Merchant Agreement, to change configurations on some of your point of sale terminals (Moneris Go terminals), to manage any authorized users and user roles on your merchant account with Moneris, to have access to Transaction and other information related to your merchant account and your use of the Site and the Services and to make such other changes to your merchant account or to obtain such other reports and information as may be made available by Moneris in the future.
- b. You are responsible for maintaining the confidentiality of your Credentials. You agree not to provide your Credentials to anyone else and not to permit access to the Site or the Services to anyone other than a User.
- c. You are solely responsible for any use of the Site and the Services by You, your Users or by any other party using your Credentials or having direct or indirect access to the Site, the Services or your merchant account through you. You will ensure that in using the Services, your Users comply with these Terms. Any such use by a third party will be deemed to be use of the Site and Services by you, whether or not done with your knowledge or consent. You will have the sole responsibility to safeguard your merchant account and Credentials and to cease any unauthorized use of your merchant account or your Credentials and you shall be solely liable for any loss, damage or expense arising from such use by a third party.
- d. You must take your own precautions to ensure that the process which you employ for accessing the Site and Services does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. For greater certainty, we do not accept responsibility for any interference or damage to your computer system which arises in connection with your and your Users' use of the Site or Services.

3. Your Use of the Site and Services

- a. By using the Services, you are representing to us that you have the power and authority to accept these Terms on behalf of the Merchant whose Credentials you are using and that you understand and accept the terms, conditions and risks relating to the use of the Site and the Services.
- b. You will ensure that your use of the Services will comply with all applicable laws (including privacy laws, anti-spam laws, etc.), Card Brand Rules and Regulations and any terms, conditions, rules, policies, procedures and technical specifications as may be provided and updated by us from time to time in respect of the Services. You further acknowledge and agree that use of the Services may be restricted or limited as a result of federal, provincial, or other applicable laws and you will act in accordance with all such restrictions and limitations.
- c. You will identify yourself as the merchant for all Transactions processed using the Site and the Services and you will provide customer care services and respond to any inquiries or complaints by your customers regarding your products and services and any Transactions you process.
- d. If you have access to and choose to use any functionality of the Site which may facilitate the sending of electronic receipts or any other communication to your customers, you will ensure that you have the proper consent from any recipient before you send them an electronic receipt or any other communication using the Site. If required by applicable anti-spam laws, you will provide recipients with an unsubscribe mechanism and you will be responsible for properly managing such unsubscribe mechanism. You will not use the Site or the Services to send any marketing materials, to advertise or

promote anything, to encourage participation in any commercial activity, to offer to purchase, sell, barter or lease a product, goods, a service, land or an interest or right in land, to offer to provide a business, investment or gaming opportunity, to promote a person or for any other purpose, other than for sending electronic receipts for Transactions processed by you through the Site.

e. You acknowledge and agree that any transaction limits (minimums and maximums) that you may be allowed to set up for Transactions processed on the Site, if such a feature is made available to you, will only be used to facilitate online fraud prevention and cannot be imposed as a condition of sale.

4. Conduct

- a. You agree when using the Site and the Services, that you and your Users will:
- i. Obey these Terms and all other procedures, codes of conduct and other notices we may provide;
 - ii. Promptly notify us if you learn of a security breach related to the Credentials, the Site or the Services; and
 - iii. Only use the Site and the Services for lawful purposes and for the purpose(s) for which they are intended.
- b. You agree not to use (or allow anyone else, including without limitation your Users, to use), directly or indirectly, the Site or the Services for any Unauthorized Use including without limitation:
- i. Processing any Prohibited Transactions, or in any other way violating applicable laws, Card Brand Rules and Regulations or your Merchant Agreement;
 - ii. Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights of others;
 - iii. Publishing, posting, uploading, distributing, conveying or disseminating any material or information that is profane, defamatory, infringing, obscene, salacious, abusive, libellous, unlawful, deceptive or otherwise offensive or objectionable;
 - iv. Uploading, posting, reproducing or distributing any material protected by copyright, intellectual property laws, privacy or other proprietary rights unless you have obtained permission;
 - v. Restricting, inhibiting or interfering with the ability of any person to access, use or enjoy the Services;
 - vi. Attempting to or assisting another to access, alter or interfere with the Services or another merchant's account;
 - vii. Using the Services in a manner that harms or could harm us, our affiliates or any merchant of ours;
 - viii. Engaging in, facilitating or furthering unlawful conduct or violating any applicable laws or regulations or these Terms;
 - ix. Using any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (e.g., spam);
 - x. Using any unauthorized third party software or service to access the Services;
 - xi. Damaging, disabling, overburdening or impairing the Services;
 - xii. Reselling, redistributing or rerouting the Services or any part of the Services;
 - xiii. Engaging in any conduct involving the Services that would constitute an illegal activity, criminal offence or give rise to civil liability under any local, provincial, state, federal or other law or regulation;
 - xiv. Tampering with or making an unauthorized connection to the Services;
 - xv. Uploading to the Site a virus, drop dead device, lock, key, bomb, worm, Trojan-horse, trap door or other harmful, limiting destructive or debilitating feature;
 - xvi. Altering, modifying, rerouting, reproducing or tampering with the Services or any part thereof; and
 - xvii. Using the Services for anything other than the purpose(s) contemplated in these Terms or your Merchant Agreement.

5. Monitoring

We may, in our sole discretion, monitor your use of the Services and any content that you post, transmit or upload to the Site to determine and ensure your compliance with these Terms. We may also, in our sole discretion, review, edit, refuse to post, or remove any material or information that you post, transmit or upload to the Site. We may also disclose any of your content on the Site in order to comply with any law, regulation, order, decision, ruling, rule, investigation or requirement applicable to us or with a government request.

6. Feedback.

You may provide feedback, suggestions, comments, improvements and ideas (collectively "**Feedback**") to Moneris but you are not required to do so. Moneris is not required to hold such feedback in confidence. Moneris may use Feedback for any purpose without obligation of any kind. You assign all right, title, and interest in and to any Feedback that you provide to Moneris without any obligation of confidentiality, attribution, accounting, compensation or other duty to account. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant Moneris an irrevocable, non-exclusive, perpetual, world-wide, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback in connection with Moneris' business. You forever waive and agree never to assert against Moneris, its affiliates, successors, business partners and licensees and their respective officers, directors, shareholders, employees, agents and advisors (the "**Moneris Parties**") any and all Moral Rights, as defined below, that you or your employees and subcontractors may have in the Feedback, to the extent permitted by applicable law. You agree to cause your employees and subcontractors to execute such assignments and licenses in your favor, and to irrevocably waive in writing in your favor any and all Moral Rights, as are required in each case under applicable law to grant the foregoing licenses and to effect the foregoing waivers. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

7. Changes to the Services

- a. We may, in our sole discretion and without advance notice or liability, alter, modify and/or update the Site or the Services including any of the Content, the available features and/or any of the hardware or software that you require to access the Services. Such alterations, modifications and updates may include the addition or deletion of features, functionality, text, data and other content.
- b. Upon notice to you we may, when feasible, remotely update any software that is downloaded onto your computer or point of sale terminals for the Services. Such updates will occur pursuant to prompts which appear on your screen during use of the Services. Any updated version of the software furnished to you by us will be subject to all of the same Terms.

8. Intellectual Property and Confidentiality

- a. You acknowledge that the Site, the Services, the Content and all trademarks, service marks and logos are the exclusive property of us and/or any third party credited as the provider of such materials and information. We and/or licensors will exclusively own and retain all title, ownership rights and intellectual property rights including without limitation patents, copyrights and trade secrets in and to all documentation, know how, operating processes and procedures, software and software configuration parameters and any modifications and translations thereof incorporated into or in connection with the Services and the Content. The technical procedures, processes, methods of operation and concepts which are embodied within the Services are trade secret information of us and/or our licensors. You will not have or acquire any rights or interest in the Services, the Content or the trademarks, service marks and logos except as specifically set out herein.
- b. You and your Users may not make any copies of the Services or the Content. You will advise

your Users of the restrictions in these Terms. You agree to prevent any unauthorized copying, use and/or disclosure of the Services, the Content and any trade secret information of Moneris and our licensors. You will be liable for any unauthorized copying, reverse engineering, disclosure and/or use by you and your Users, employees and agents and any other party that has access to the Services using your or one of your Users' Credentials.

c. You agree not to lease, sell, rent, assign, sublicense, loan or otherwise transfer to any third party any of your rights under these Terms.

d. You acknowledge that any software downloaded from the Site contains copyrighted and other proprietary and confidential information and material, and you will respect all such proprietary rights and take such precautions as may be reasonably necessary to protect private, confidential and other proprietary information and material from Unauthorized Use or disclosure

9. Material and Links on the Site

Linked Sites are provided as a convenience only. We are not responsible for the content of any Linked Site including without limitation any changes or updates made to a Linked Site. The inclusion of any link does not imply the endorsement, investigation or verification of the Linked Site or the material contained within the Linked Site.

10. Default under these Terms

a. If you default or if we reasonably suspect you have defaulted under these Terms, we may immediately and without prior notice:

- i. Restrict, suspend or terminate your access to the Services and the Site;
- ii. Suspend your rights under these Terms; and/or
- iii. Take any other steps we consider necessary, including Terminating your Merchant Agreement.

b. Default occurs when:

- i. You and/or your Users do not observe or act in accordance with these Terms; or
- ii. Bankruptcy or insolvency proceedings are commenced by or against you, or you do something that allows them to be commenced.

11. Disclaimer of Warranties and Passing of Title and Ownership

a. We do not warrant the accuracy, adequacy or completeness of the Services or the Content nor do we undertake to keep the Content updated. We do not accept responsibility for any loss suffered as a result of reliance by you upon the accuracy or currency of the Content or the Services.

b. You are responsible to maintain any data or information that you or your customers have uploaded, posted or transmitted to the Site. We are not responsible for the loss of any data or information you or your customers have uploaded, posted or transmitted to the Site and we have no obligation to maintain any data or information, you or your customers have uploaded, posted or transmitted to the Site.

c. The Services and the Content are accepted by you and your Users "as is" and "as available". All other representations or warranties, express or implied, including any warranties of merchantability or as to correctness, quality, accuracy or reliability or as to fitness for a particular purpose and or any representations or warranties under applicable sale of goods legislation are specifically excluded and disclaimed. We do not warrant that the Services or any of the Content will meet your or your Users' requirements. Neither we nor our Representatives make any representation or warranty:

- i. that access to the Site or the Services will be uninterrupted or error free, and

- ii. that security breaches will not occur with respect to any information communicated through the Site, the Services, the Internet or any common carrier communications facility. We assume no responsibility to you, your Users or any other person for the consequences of any errors or omissions. The risk as to the quality and performance of the Site, the Services and any Content is yours.
- d. You are solely responsible for determining and calculating which taxes apply to any goods and services you sell. We disclaim any warranty or condition that any tax tables or similar functions which may be included in the Services will meet your requirements.
- e. We are not engaged in rendering tax, accounting, legal or other professional advice or service. If accounting advice or other expert advice is required, the service of a competent professional should be sought. It is your responsibility to keep informed of accounting and tax changes that may affect you and to ensure that you follow these changes.
- f. If we make available to you and you choose to use any of the fraud-prevention solutions offered by Moneris (such as the Moneris Kount Services, AVS, CVD, 3D Secure, Auto Decision by Moneris or others, collectively referred to as “**Fraud Tools**”), you acknowledge and agree that such Fraud Tools are provided to you on an “as is” and “as available” basis. Moneris does not provide any warranty with respect to and specifically disclaims any warranties and conditions with respect to the operation of the Fraud Tools 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 non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice. Moneris does not warrant that the Fraud Tools will be uninterrupted or error-free. For greater certainty, Moneris is entitled at any time, and without prior notice, to interrupt your access to the Fraud Tools for any reason, including without limitation for security considerations or maintenance work. You acknowledge and agree that the Fraud Tools represent a combination of factors that refer to potential fraud indicators and do not constitute a guarantee, warranty or representation from Moneris that a particular Transaction is: (a) entered into by the actual authorized Cardholder; or (b) enforceable against the actual Cardholder. For added clarity, the Fraud Tools are provided at your own risk. Moneris shall not be liable to you for any refunds, reversals, fraud losses, Chargebacks or any other liabilities related to the Fraud Tools or any Transaction.

12. Limitation of Liability

- a. You acknowledge and agree that neither we nor our Representatives will be liable to you, your Users or any other person for any Claims that may arise directly or indirectly as a result of your, your Users' or any other person's use of the Site, the Services and/or the Content including without limitation:
 - i. any failure, termination, suspension, delay or disruption of the Site, the Services, the Internet, or any communications network, facility or equipment;
 - ii. any damages arising from your failed attempts to access the Site, the Services or to view any Content or process any Transactions;
 - iii. any damages arising from any failure to view or use the Site, the Services or transmit, post, upload any information or data to the Site, process any Transactions or from any human, machine or software errors or faulty or erroneous input by you or your Users;
 - iv. the integrity of any of the content that you or your customers post, transmit or upload to the Site or that has been downloaded from the Site; or
 - v. any damages resulting from any delays and/or losses including without limitation any loss of data or information arising in connection with the Services provided hereunder.
- b. You acknowledge that all Content is being provided to you without liability on our part or our Representatives. You agree that neither we nor our Representatives will have any liability whatsoever to you, your Users or any other person as a result of any use of the Services or the Content.

c. You expressly understand and agree that we and our Representatives make no representations or warranties whatsoever and 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.

d. We expressly disclaim any liability whatsoever for any indirect, special, incidental or consequential cost, loss, expense, damage or liability of any nature, loss of profits or revenue, loss of data, downtime costs or business opportunities arising out of or in connection with the Services or the Content including without limitation:

- i. The failure of the Site or the Services to operate at any time;
- ii. A third party's unauthorized access to the Site or the Services and/or communications transmitted over the network to or from the Site or the Services; and
- iii. Your, your User's or any third party's use of the Services or the Content.

13. Indemnity

In addition to the indemnity obligations in the Merchant Agreement, which remain in full force and effect, you agree to defend, indemnify, and hold harmless Moneris and our Representatives from and against any Losses or Claims to the extent arising from or relating to:

- i. the use of the Site or the Services by you or your Users;
- ii. the use of your Credentials or your merchant account by any other party; or
- iii. failure by you or any of your Users (or by any person using your or any of your Users' Credentials) to comply with these Terms.

14. Personal Information

a) You acknowledge that certain information collected, used and disclosed in connection with the Services may constitute personal information and you agree that any such personal information is also subject to our privacy policy, as it may be amended from time to time, which can be found at the following link: <https://www.moneris.com/en/Legal/Privacy-Notice>. You also acknowledge and agree that any personal information about any person (including, without limitation, any of your customers), that is provided to Moneris in connection with your use of the Site and the Services ("Personal Information") shall be received by Moneris in its capacity as your service provider. You acknowledge and agree that it is your responsibility to ensure that such Personal Information shall be collected, used and disclosed to Moneris in compliance with all applicable laws, rules and regulations, your applicable stated privacy policies, terms of purchase and sale or other policies and notices made available to your customers or any other persons and that you shall obtain and have all necessary consents, rights and authority to disclose such Personal Information to Moneris as your service provider to be used by Moneris, and any of its agents, service providers or subcontractors, to provide the Services in accordance with these Terms and the Merchant Agreement.

b) You hereby grant to Moneris a non-exclusive, fully-paid license and right, with the right to pass on and sub-license such license and right to our service providers and subcontractors, to collect, store, use (including to create or otherwise derive data from), handle, reproduce, transfer, disclose or transmit the information collected by the Site (including Personal Information) and other data provided in connection with the Services to: (i) provide the Services to you (including any required maintenance, technical and other support, troubleshooting, reporting, etc.), (ii) perform research and development activities and statistical analysis, and (iii) for any other purpose permitted by applicable laws.

15. User-Generated Content

a) If this feature is made available to you, you may be able to upload photos or other materials or information when using the Services ("**User-Generated Content**"). You represent to Moneris that you have all permissions, licenses and rights required to upload the User-Generated Content to the Services. You grant Moneris a non-exclusive, perpetual, world-wide, fully paid-up and royalty-free license to use, reproduce, modify, adapt, re-publish, display and otherwise exploit the User-Generated Content in whole or in part, individually or in conjunction with other photographs or images, in any and all media now known or hereafter devised and for any purpose whatsoever, including, without limitation, for use in advertising, promotion and trade if Moneris so chooses in its sole discretion.

b) You are responsible for any User-Generated Content uploaded, posted or transmitted to the Services. Moneris takes no responsibility and assumes no liability for any such User-Generated Content, including any loss or damage to any such User-Generated Content and Moneris has no obligation to maintain any content that you have uploaded, posted or transmitted to the Services.

16. Force Majeure

We will not be liable for any delay or failure to carry or make continuously available the Services including without limitation where such delay or failure is due to any cause beyond our reasonable control or the control of any of our third party providers, including without limitation, restrictions of law or regulation, labour disputes, acts of warfare or terrorism, acts of God, mechanical or electronic breakdowns, telecommunication facilities breakdowns or software bugs, errors or failures.

17. Governing Law

Your use of the Site and the Services and these Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You submit to the exclusive jurisdiction and venue of the courts of Ontario, located in Toronto, in order to enforce any provision of these Terms and for any action or suit arising out of the Services.

18. Severability and Waiver

Each of the provisions contained in these Terms is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision in these Terms.

You agree that our conduct, delay, actions or failure to enforce any of the terms and conditions of these Terms does not waive any of our rights under these Terms or change your obligations under these Terms.

19. Assigning Your Rights or Obligations

You cannot assign all or part of your rights or obligations under these Terms without first getting our written approval. However, we can assign any of our rights and obligations under these Terms by telling you about the assignment in writing. These Terms bind you, your successors and your permitted assigns.

20. Providing notice

Any notice given under these Terms, either by you or by us, will be sent by regular mail or fax. If there is a postal disruption, notices will either be faxed or hand delivered.

Notice shall be given to us at:

Moneris Solutions Corporation
PO Box 219, Station D
Toronto, Ontario
M6P 3J8
Attention: Legal Department

Email: LegalIntake@moneris.com

Notice will be given to you at the address shown in our records.

21. For Residents of Quebec

It is agreed that the express wish of the parties is that these Terms 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.

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Invoicing Schedule Terms of Use

This Schedule to the Moneris GO Portal Terms of Use (the “**Terms of Use**”) contains the additional terms and conditions that apply if we provide Invoicing Services (as defined below) to you. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Terms of Use. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you first use the Invoicing Services. For greater certainty, this Schedule is part of the Terms of Use and remains subject to all of the other applicable terms and conditions of the Terms of Use. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Terms of Use, the terms and conditions of this Schedule will govern with respect to the Invoicing Services. We can change this Schedule at any time by giving you notice in accordance with the Terms of Use. Your continued use of the Invoicing Services after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule. You also acknowledge and agree that you can only use the Invoicing Services if you have entered into a separate merchant agreement with Moneris for payment processing services (“**Merchant Agreement**”) and that the terms and conditions of the Merchant Agreement will apply with respect to the Invoicing Services.

DEFINITIONS

The following is a list of definitions that will assist you in understanding this Schedule.

*“**Applicable Laws**” means all laws, legal or administrative codes, statutes, ordinances, regulations, judgments, writs, injunctions, rulings or orders, decrees and orders of any governmental authority which may be applicable to you, us or the Invoicing Services, including CASL and any federal and provincial privacy laws relating to the collection, use, storage, or disclosure of Personal Information.*

*“**CASL**” means the Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, as amended from time to time.*

*“**Claims**” means any and all claims, demands, disputes, suits, actions, investigations, governmental action, judgement, or any other legal proceeding or cause of action and any and all related costs, liability, damage, loss and expenses including but not limited to legal fees and expenses.*

*“**Personal Information**” means information about an identifiable individual or such other definition as may be applicable under Applicable Laws.*

*“**Invoicing Services**” means the services that we may offer you to enable you to create, send and track invoices to your customers electronically from your Moneris GO Portal account and which allow your customers to make payments to you online using the Moneris payment processing platform.*

1. Merchant’s Responsibilities for Using the Invoicing Services

- a) The Invoicing Services are providing you with the functionality to use our platform to send electronic invoices to your customers and receive payments for such invoices in accordance with the terms of this Schedule and your Merchant Agreement. You acknowledge and agree that you are fully liable and responsible for your use of the Invoicing Services and for ensuring that you comply with all Applicable Laws, including CASL and you understand that you need to obtain independent legal advice about your obligations under Applicable Laws and that we cannot provide you with such legal advice.

- b) You will only use the Invoicing Services to send electronic invoices to your customers in order to facilitate, complete or confirm a commercial transaction that the person to whom the electronic invoice is sent has previously agreed to enter into with you.
- c) If required by Applicable Laws, you will ensure that you have the proper consent from any recipient before you send them an electronic invoice using the Invoicing Services. You will identify yourself as the sender of any communications that you initiate using the Invoicing Services and you will also ensure that you provide recipients with all required information about you, including your contact details. If required by CASL or any other Applicable Laws, you will provide recipients with an unsubscribe mechanism (which can be added to your electronic invoices as a link or an email address) and you will be responsible for properly managing such unsubscribe mechanism in accordance with CASL and other Applicable Laws.
- d) It is your responsibility to provide customer care services and to respond to any inquiries or complaints by your customers regarding your services and the invoices or other communications you send to them through the Invoicing Services.
- e) You will comply with all Applicable Laws with respect to collecting, storing, using, disclosing or managing in any other way the Personal Information of your customers or any other individuals that you may use or share with us in connection with the Invoicing Services, including obtaining all required consents from your customers and providing them with proper disclosure about how their Personal Information will be collected, stored, used and disclosed. You further acknowledge that any Personal Information provided by you in connection with the Invoicing Services will be received by us as your service provider for the limited purposes of providing you with the Invoicing Services and any other services under the Merchant Agreement in accordance with Applicable Laws.
- f) You will be able to set-up and use the Invoicing Services through your Moneris GO Portal account. You will not allow any third party to use your Moneris GO Portal account or the Invoicing Services. You are responsible for any use by third parties having direct or indirect access to your Moneris GO Portal account or the Invoicing Services through you. Any such use by a third party will be deemed to be use of the Invoicing Services by you, whether or not done with your knowledge or consent. You will have the sole responsibility to safeguard your Moneris GO Portal account and credentials and to cease any unauthorized use of your Moneris GO Portal account or the Invoicing Services and you shall be solely liable for any loss, damage or expense arising from such use by a third party.
- g) You will not use the Invoicing Services to send any marketing materials, to advertise or promote anything, to encourage participation in any commercial activity, to offer to purchase, sell, barter or lease a product, goods, a service, land or an interest or right in land, to offer to provide a business, investment or gaming opportunity, to promote a person or for any other purpose, other than for sending electronic invoices, as set out in paragraph (b) above.
- h) You will also not use (or allow anyone else to use), directly or indirectly, the Invoicing Services or your Moneris GO Portal account for any illegal or prohibited purposes or activities, including but not limited to the ones set out below:
 - i. using the Invoicing Services to send any unsolicited electronic messages (e.g., spam);
 - ii. using or assisting another to use any scheme, false representation or other fraudulent means or devices in connection with the Invoicing Services or participating in any other illegal activities;
 - iii. using the Invoicing Services to convey information that is obscene, salacious, abusive, prurient or unlawful;
 - iv. invading another person's privacy or collecting or storing Personal Information 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;
 - v. 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;
- vi. using the Invoicing Services in such a manner so as to impair the quality of the Invoicing Services or interfere with our ability to provide the Invoicing Services or interfere with the use of the Invoicing Services by other users 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;
 - vii. posting, uploading, transmitting or otherwise making available information or software containing a counter, virus, malware, drop dead device, lock, key, bomb, worm, trojan-horse, trap door or other harmful, limiting destructive or debilitating feature;
 - viii. altering, modifying, reproducing, tampering with the Invoicing Services, or any function or component of the Invoicing Services, that is not meant to be altered, modified, reproduced or tampered with;
 - ix. reselling the Invoicing Services, providing any feature of the Invoicing Services to a third party or sharing or transferring the Invoicing Services;
 - x. using the Invoicing Services in a manner that harms or could harm us, our affiliates or any merchant of ours; or
 - xi. using the Invoicing Services for anything other than the purposes contemplated in this Schedule.
- i) You acknowledge and agree that Moneris does not control or decide whether your customers will pay any electronic invoices that you send to them using the Invoicing Services and when and how they would do so. The Invoicing Services enables your customers to make a payment of the invoice amount electronically using the Moneris payment processing platform. Any such payment remains subject to all of the terms and conditions of your Merchant Agreement, including being subject to Chargebacks or other adjustments in accordance with the Card Brand Rules and Regulations.

2. Feedback

You may provide feedback, suggestions, comments, improvements and ideas related to the Invoicing Services (collectively "**Feedback**") to Moneris but you are not required to do so. Moneris is not required to hold such feedback in confidence. Moneris may use Feedback for any purpose without obligation of any kind. You assign all right, title, and interest in and to any Feedback that you provide to Moneris without any obligation of confidentiality, attribution, accounting, compensation or other duty to account. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant Moneris an irrevocable, non-exclusive, perpetual, world-wide, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback in connection with Moneris' business. You forever waive and agree never to assert against Moneris, its affiliates, successors, business partners and licensees and their respective officers, directors, shareholders, employees, agents and advisors (the "**Moneris Parties**") any and all Moral Rights, as defined below, that you or your employees and subcontractors may have in the Feedback, to the extent permitted by Applicable Laws. You agree to cause your employees and subcontractors to execute such assignments and licenses in your favor, and to irrevocably waive in writing in your favor any and all Moral Rights, as are required in each case under Applicable Laws to grant the foregoing licenses and to effect the foregoing waivers. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

3. No Warranties

The Invoicing Services are provided to you on an "as is" and "as available" basis. Moneris does not provide any warranty with respect to and specifically disclaims any warranties and conditions with respect to the operation of the Invoicing Services 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 non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice. Moneris does not warrant that the Invoicing Services will be uninterrupted or error-free. For added clarity, the Invoicing Services are provided at the Merchant's own risk. Moneris shall not be liable to Merchant for any refunds, reversals, fraud losses, Chargebacks or any other liabilities related to the Invoicing Services.

4. Changes to the Invoicing Services

We may, in our sole discretion and without advance notice or liability, alter, modify and/or update the Invoicing Services. Such alterations, modifications and updates may include the addition or deletion of features, functionality, text, data and other content. Upon notice to you, we may, when feasible and if applicable, remotely update any software that is downloaded onto your devices for the Invoicing Services. Such updates will occur pursuant to prompts which appear on your screen during use of the Invoicing Services. Any updated version of the software furnished to you by us will be subject to this Schedule, the Terms of Use, the Merchant Agreement and any applicable license agreement or terms of use.

5. Indemnity

In addition to the indemnity obligations in the Merchant Agreement, which remain in full force and effect, you agree to defend, indemnify, and hold harmless Moneris and our affiliates, officers, directors, employees, agents, successors and permitted assigns from and against any Losses or Claims to the extent arising from or relating to (i) your use of the Invoicing Services or your Moneris GO Portal account, or (ii) your breach of this Schedule or the Merchant Agreement. For greater certainty, you will indemnify Moneris from and against any Claims by any recipients of invoices or other communications sent by you through the Invoicing Services or from any Losses or Claims which result from any regulatory or governmental investigations, fines, penalties or any other liabilities related to your use of the Invoicing Services.

6. Termination

We reserve the right to restrict, change, suspend, cancel or permanently terminate your Invoicing Services or your Moneris GO Portal account if your access or use of the Invoicing Services or your Moneris GO Portal account is impairing or adversely affecting the operations or the use of the Invoicing Services by others, is in breach of this Schedule or the Merchant Agreement or we feel, in our sole discretion, that the continued provision of the Invoicing Services to you would expose us to a level of risk that we deem unacceptable. Your Invoicing Services will also terminate when your Merchant Agreement terminates. Moneris can also cancel and terminate the Invoicing Services at any time by providing you with prior written notice. You will not use the Invoicing Services if this Schedule or your Merchant Agreement have been terminated. Your liabilities for your use of the Invoicing Services will survive the termination of this Schedule or the cancellation of your Invoicing Services.

7. General Provisions

- a) Other than as expressly set forth in this Schedule, all other applicable provisions of the Terms of Use and your Merchant Agreement continue to apply with respect to the Invoicing Services (including, for greater certainty, the limitation of liability).
- b) The parties and their respective personnel are and will be independent contractors and neither party, by virtue of this Schedule, will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- c) Notwithstanding anything to the contrary contained herein or in the Merchant Agreement, the rights and obligations of the Parties pursuant to Sections 2, 3, 5, 6 and 7 of this Schedule will survive termination or cancellation of this Schedule or the Merchant Agreement.

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