

## BOOKMARK SERVICES GENERAL TERMS AND CONDITIONS

1. You understand and agree that the Bookmark Services will be provided to you directly by Bookmark Your Life Inc. ("Bookmark") and will be governed by the terms of service (the "Bookmark Terms of Service") which can be reviewed at <https://www.bookmark.com/terms>. Please review carefully the Bookmark Terms of Service, as they will be binding on you once you start using the Bookmark Services and they will govern your use of the Bookmark Services.
2. Any fees for the Bookmark Services (the "Bookmark Fees") included in this Addendum will be collected by Moneris on behalf of Bookmark in accordance with your Bookmark Terms of Service. You acknowledge and agree that Moneris has the right to collect the Bookmark Fees in accordance with your Terms of Service, including by (i) setting off the Bookmark Fees against all or some of your Transaction proceeds, funds in the Reserve and/or Holdback and/or any other payments or credit that you may be or become entitled to under the Agreement or otherwise from us or the Member; (ii) debiting any of your bank accounts (or combination thereof) in accordance with the Agreement; or (iii) demanding payment from you for any outstanding amount which shall be paid by you forthwith upon such demand

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2. You acknowledge, agree and authorize Moneris to disclose and share with Bookmark this Addendum and any other information that you provide to us or which we collect from you, including any personal information, merchant credentials (such as your merchant ID, store ID, ECR, API token and other similar configuration information), any business, transactional and financial information (collectively, the "Merchant Data") for the purpose of enabling Bookmark to provide you with the Bookmark Services pursuant to the Bookmark Terms of Service. The Merchant Data that Moneris provides to Bookmark pursuant to this Addendum will be collected, stored, used, disclosed and managed in any other way by Bookmark ("Bookmark's Data Management") in accordance with your Bookmark Terms of Service and you acknowledge and agree that Moneris will not be responsible or liable to you in any way for Bookmark's Data Management. You also acknowledge, agree and authorize Bookmark to disclose and share with Moneris any log-in or other information about your Bookmark Services and your Bookmark account, to be used by Moneris to provide you with our services and for any other purposes as set out and in accordance with the terms and conditions of your Agreement.
3. You acknowledge and agree that Moneris is not a party to the Bookmark Terms of Service and Moneris and the Member provide no guarantee or warranty with respect to the Bookmark Service or Bookmark's Data Management, whether express or implied, statutory or otherwise, including any warranty of merchantability or fitness for a use for any particular purpose. We and the Member will not be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, lost profit, lost revenues, costs, lost business opportunities, loss of goodwill or expenses arising out of in any way related to the Bookmark Services, Bookmark's Data Management or the Bookmark Terms of Service, even if we or the 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 the Member, whether under contract, tort (including negligence) or otherwise.

4. You acknowledge and agree that you will be subject to a delayed settlement of your transaction proceeds for up to 30 days on a rolling basis until you notify Moneris that your website is ready for review and Moneris confirms that your website meets our credit adjudication and other requirements in accordance with the terms of your Agreement.

5. Upon your request, Moneris may offer you assistance to develop your website ("Website Development Service"). If you use the Website Development Service, you need to provide Moneris with directions and instructions about the development of your website and you may be required to provide Moneris with permission to make changes and edit your website during the development. You remain solely responsible for your website and you need to: (a) review and approve any development, content, changes and edits suggested or made by Moneris to your website on your behalf, and (b) ensure that you remove any editorial rights which you may have granted to Moneris when you no longer wish to receive the Website Development Service. Moneris is entitled at any time, and without prior notice, to discontinue providing you with the Website Development Service for any reason. The Website Development Service is provided to you on an "as is" and "as available" basis. 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 are specifically excluded and disclaimed. The liability of Moneris to you arising out of, or in any way related to, the Website Development Service, will, in the aggregate, be limited to actual, direct and general monetary damages in an amount not to exceed the total fees, if any, paid by you for the Website Development Service to Moneris. This limitation of liability applies regardless of the form in which any legal or equitable action may be brought against Moneris, whether under contract, tort (including negligence) or otherwise, and the foregoing will constitute your exclusive remedy.