

Multi-Currency Pricing Schedule Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the “**Agreement**”) contains the additional terms and conditions that apply if we provide the MCP Program (as defined below) to you. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you first use the MCP Program. 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 the MCP Program. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the MCP Program after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

1. Definitions

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

“**Approved Currency**” means those currencies, other than Canadian Dollars, for which the MCP Program is available.

“**MCP Chargeback**” means a Chargeback of a MCP Transaction Amount.

“**MCP Exchange Rate**” means the currency conversion rate which (i) may be used to present the amount of the proposed MCP Transaction in the Approved Currency to a Cardholder, and (ii) is used to convert the MCP Transaction Amount to the Settlement Amount.

“**MCP Program**” means the multi-currency conversion program offered by Moneris, which enables you to conduct MCP Transactions from your websites under this MCP Schedule.

“**MCP Transaction**” means a Transaction in which a Card is used at a MCP Program-enabled e-commerce website and the purchase is conducted in an Approved Currency.

“**MCP Transaction Amount**” is the amount charged to the Card denominated in the applicable Approved Currency.

“**MCP Transaction Record**” means the Electronic Transaction Record you are required to submit in order to process and settle your MCP Transaction(s).

“**Merchant Revenue Share**” means an amount, payable by us to you (if any), equal to the percentage (identified in section 4.1) of the Settlement Amount for a MCP Transaction in Canadian Dollars (net of refunds and chargebacks), as such percentage may be changed by us on an annual basis.

“**Settlement Amount**” is the MCP Transaction Amount after currency conversion to Canadian dollars under the MCP Program.

2. MCP Program Terms and Conditions

2.1 Term. This MCP Schedule will commence on the Effective Date.

2.2 Termination. Either party may terminate this MCP Schedule upon 90 days prior written notice to the other party. Moneris may terminate or suspend this MCP Schedule with less than 90 days written notice if its foreign exchange transaction service provider terminates or suspends services. Any MCP Program fees paid to us will not be refunded upon termination.

2.3 Fees. You will pay to Moneris the Fees for the Moneris Multi-Currency Pricing Services set out in the CAF, plus all applicable taxes in accordance with the Agreement.

2.4 Approved Currency. We reserve the right to add to, or delete or suspend from the list of Approved Currencies at any time and without notice to you.

2.5 MCP Program Requirements. Without limiting the foregoing, you agree to comply with the following MCP Program requirements:

(a) **E-Commerce Websites.** In order to receive the MCP Program services, you must use a MCP Program-enabled e-commerce website. We may require certain updates to your e-commerce websites from time to time in connection with the MCP Program services and following a request from us, you agree to make such updates within a reasonable time as agreed to by the parties. The MCP Program is not available for Card Present Transactions.

(b) **General Compliance Obligations.** In addition to your obligations in the Agreement for complying with Card Brand Rules and Regulations, Data Security Standards and the Operating Manual; you agree to comply with (a) all applicable laws, including privacy laws that may apply to you because of offering your services/products internationally; and (b) the MCP Program requirements, instructions and specifications we may notify you of from time to time.

(c) **Specific Merchant Requirements in respect of Approved Currency Amounts.** You agree that, before requesting the Card information for payment, you shall display to the Cardholder at the point of sale, including a website buy page, the amount of the proposed Transaction in one or more of the various Approved Currencies that you wish to offer. All MCP Transaction receipts must show the amount of the MCP Transaction in the correct Approved Currency and such amount must be preceded by the appropriate international currency symbol, or currency code for that Approved Currency.

(d) **Moneris Gateway.** You must use the Moneris Gateway in order to participate in the MCP Program.

(e) **Canadian Dollar Settled Merchants.** The MCP Program will only be available to merchants who receive their Transaction proceeds in Canadian Dollars.

(f) **Visa and Mastercard Cards Only.** The MCP Program will only be available for Transactions consummated on Visa and Mastercard Cards and without limiting the foregoing will not be available for Discover, Amex, UnionPay or Interac Cards.

3. Purchase, Refund and Chargeback Settlement Amounts under the MCP Program

3.1 Purchase Settlement Amount. For each MCP Transaction, your bank account will be credited with an amount equal to the Settlement Amount, which for clarity will be in Canadian dollars after currency conversion of the MCP Transaction Amount from the Approved Currency. Any MCP Transaction occurring after 11pm (EST / EDT) will be processed on the next day.

3.2 Reprocessing. If the MCP Transaction is reprocessed, at any time, the then available MCP Exchange Rate(s) may differ from the MCP Exchange Rate(s) originally applied to the MCP Transaction.

3.3 Refund Settlement Amount. You must process refunds and/or partial refunds of MCP Transactions in the original Approved Currency. In the event of a refund (full or partial) by you to a Cardholder of an amount originally processed as a MCP Transaction, we will debit your bank account or adjust the Settlement Amount by the amount of such full or partial refund in the original Approved Currency converted into Canadian Dollars, using the then available MCP Exchange Rate(s) in effect on the date of the refund. The then available MCP Exchange Rate(s) may differ from the MCP Exchange Rate(s) originally applied to the MCP Transaction

3.4 MCP Chargeback Settlement Amount.

(a) We do not decide which Transactions are charged back and we do not control the outcome of a MCP Chargeback by the Issuer.

(b) In the event of a MCP Chargeback, the Cardholder is credited the entire amount of the MCP Chargeback in the original Approved Currency.

(c) MCP Chargebacks will be debited from you in an amount equal to the amount of the MCP Chargeback in the original Approved Currency converted into Canadian Dollars using the then available MCP Exchange Rate(s) in effect at the time that the MCP Chargeback is processed. The then available MCP Exchange Rate(s) may differ from the MCP Exchange Rate(s) originally applied to the MCP Transaction

(d) For clarity, the Card Brand processing of a MCP Chargeback may result in you being debited a Chargeback amount that is greater than the original Settlement Amount settled to you. Pursuant to the Agreement, you agree to pay us the amount of any MCP Chargeback.

4. Merchant Revenue Share

4.1 *Merchant Revenue Share.* As of the Effective Date, the Merchant Revenue Share for your MCP Transactions is the percentage of the Settlement Amount for a MCP Transaction in Canadian Dollars as set out in your Moneris Card Acceptance Form.

4.2 *Payment of Merchant Revenue Share.* We will credit your bank account with any Merchant Revenue Share payable to you under this MCP Schedule, in respect of the previous month's or day's MCP Transactions, based on your payment set-up (monthly or daily). The Merchant Revenue Share will be payable in Canadian Dollars.

4.3 *Your MCP Program Statements.* Statements provided by us will detail the amount of MCP Transactions processed by you and the Merchant Revenue Share credited and/or debited in accordance with this MCP Schedule. You agree to review your statements, and to tell us in writing within 30 days of receipt in the case of paper statements, or within 30 days of the MCP Transaction date for electronic statements, about any problems, discrepancies, errors or concerns. If you fail to notify us of any problems, discrepancies, errors or concerns within this 30 day period, you agree that all items listed on the statements, including for clarity Merchant Revenue Share amounts, are correct and you release us from any claim relating to any item listed and/or any item missing or suspected to be missing from your statements. If you do not receive a statement or if you are unable to view your MCP Transaction activity electronically you agree to tell us immediately.

5. Effect of MCP Transactions

You acknowledge and agree that, in some cases, you may incur increased payment processing fees or costs attributable to MCP Transactions and the related MCP Exchange Rates, as compared to your fees or costs for a non-MCP foreign transaction where the currency conversion is performed by the Card Brands. You are solely responsible for the payment of such fees or costs, if applicable.