



BE PAYMENT READY

Vault Service Schedule Terms and Conditions

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

DEFINITIONS

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

*“**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.*

*“**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.*

*“**Token**” means a series of words, symbols or other non-sensitive elements that has no extrinsic or exploitable meaning or value.*

*“**Token Sharing**” means the service provided by us whereby you and/or your customers may create 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 from any of your locations to process Transactions for your customers, in either a card-present or card-not-present environment, on a recurring or an on-demand basis.*

*“**Vault Service**” 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 use the Record to charge your customers, in a card-not-present environment, on a recurring or an on-demand basis.*

TERMS AND CONDITIONS

- (a) You are solely responsible for the content and accuracy of the Record and we take 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 the cardholder with respect to the collection, use and disclosure of any personal information with respect to your use of the Vault Service and/or Token Sharing.
- (c) We will make commercially reasonable efforts to make the Vault Service and, if applicable, Token Sharing, generally available, but we do not guarantee the availability of the Vault Service or Token



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Sharing at any particular time. For greater certainty, we are entitled at any time, and without prior notice, to interrupt your access to the Vault Service and Token Sharing for any reason, including without limitation for security considerations or maintenance work.

- (d) You agree to pay the fees for the Vault Service and Token Sharing set out in your Card Acceptance Form. You acknowledge that the Monthly Fee for each Record stored by the Vault Service applies to each Record that is stored using the Vault Service for any portion of any given month. You further agree that we may debit your bank account or otherwise collect the fees referenced above in accordance with the terms of the Agreement. In the event that any such debit cannot be processed, you will immediately pay us the amount owing together with applicable interest. An account statement will be sent to you by mail or provided electronically, detailing the specifics relating to your fees.

- (e) You may terminate the Vault Service and/or Token Sharing at any time by providing 30 days' prior written notice to us in accordance with the notice provisions in the Agreement, provided that such termination will take effect on the first day of the month following such 30-day period. We may terminate the Vault Service and/or Token Sharing at any time in accordance with the terms of the Agreement.
- (f) We will not be liable for any claims, losses, costs, exemplary, punitive, special, incidental, direct, indirect or consequential damages caused by the unavailability or performance failure of the Vault Service or Token Sharing, including without limitation lost profits, lost revenues, lost business opportunities or loss of goodwill.