

Schedule - Installments by Visa

This Installments by Visa Schedule (the “**Schedule**”) to the Agreement sets out additional terms that apply if we provide the Installments by Visa (“**VIS**”) (as defined below) service to you. 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 VIS service. For the purposes of this Schedule, “**Merchant**” refers to Merchant and its Personnel (as defined below), as applicable.

Definitions

In addition to the terms defined in Schedule A of the Agreement, for the purposes of this Schedule, the following capitalized words have the respective meanings specified below:

“**Acceptance Device**” means VIS Card-reading devices, terminals or hardware at the point of sale for the purpose of completing a VIS Transaction including an Installment Transaction.

“**Branding Requirements**” means the Visa Digital Brand Requirements and any other applicable Visa branding requirements or guidelines published by Visa and as may be modified by Visa from time to time.

“**Consumer**” means any VIS Cardholder that purchases Merchant Services.

“**Eligible Cardholder**” means a VIS Cardholder that a VIS Issuer has determined is eligible for an Installment Offer.

“**Installment Information**” means Installment Offers, Eligible Cardholders, Installment Offer eligibility or ineligibility including specific Installment Offers and Installment Plans available to an Eligible Cardholder or VIS Card, Installment Terms and Installment Parameters (not obtained independently by Visa, Merchants or Other Payment Networks).

“**Installment Offer**” means an offer to an Eligible Cardholder for one or more Installment Plans.

“**Installment Payment**” means the fixed payment amount that an Eligible Cardholder is required to pay VIS Issuer over a pre-determined number of billing cycles for an Installment Transaction.

“**Installment Plan**” is a feature that allows an Eligible Cardholder to make fixed, equal payments over a defined period of time to a VIS Issuer for purchased Merchant Services and includes specific Installment Terms and Plan Parameters.

“**Installment Terms**” means the terms and conditions of an Installment Plan as defined by VIS Issuer.

“**Installment Transaction**” means a VIS Transaction that occurs after an Eligible Cardholder accepts an Installment Offer for a specific Installment Plan.

“**Installments by Visa**” or “**VIS**” means a service that allows an Eligible Cardholder to pay for purchased Merchant Services pursuant to an Installment Plan.

“**Intellectual Property Rights**” means patents, copyrights, trade secrets, design rights, data rights, mask work rights, moral rights, Trademarks and any other intellectual property rights anywhere in the world, and registrations and applications for any of the foregoing.

“Laws” shall mean all local, provincial, regional, federal, foreign or international or other laws, policies, guidelines, standards, directions, requirements, regulations, codes, ordinances, rules, orders and judgements applicable to or imposed on Merchant, its business and related goods and services, and includes without limitation, the Visa Rules, all applicable privacy requirements including any notice compliance, to the extent required by Privacy and Data Protection Regulations, and any direction or requirements imposed on the Merchant, by the Minister of Finance or the Financial Consumer Agency of Canada.

“Merchant Data” means any data or information independently collected and provided to Visa, a VIS Issuer or Moneris under this Agreement by a Merchant either directly or through Moneris including but not limited to data attributes such as Installment Transaction amounts, product level details, currency, Merchant name, as such Installment Transaction data may be updated from time-to-time.

“Merchant Services” means the goods or services provided by the Merchant that may be paid for, used, viewed, consumed, or otherwise obtained by a VIS Cardholder.

“Merchant Site” or **“Merchant Platform”** means any website(s), mobile application(s), and mobile website(s) (optimized or otherwise, including any site designed for tablets) or other e-commerce channels (including mobile web, hybrid, and native applications or sites) where the Merchant accepts and processes VIS Transactions which may be using the Moneris Platform and Service.

“Moneris Platform and Services” means Moneris’ platform including hardware, software, products, services and apps (including but not limited to an Acceptance Device, if applicable) we provide to you to support and enable the display of Installment Plans and/or the acceptance and processing of VIS Transactions including Installment Transactions.

“Other Payment Network” means MasterCard and American Express.

“Other Payment Network Data” means other payment network data provided to the Merchant by an Other Payment Network in connection with an Installment Transaction or in connection with the provision of VIS to VIS Cardholder.

“Personnel” means a Party’s employees, agents, consultants, contractors and subcontractors, together with the personnel of any of the foregoing.

“Plan Parameters” means the parameters and elements of an Installment Offer, such as tenure, fees, minimum purchase amount, defined by a VIS Issuer in accordance with the Service Documentation.

“Privacy and Data Protection Regulations”, with respect to each Party, means any applicable privacy and data protection laws, regulations and regulatory guidance.

“Service Documentation” means, collectively, the implementation guide (including Installments by Visas Service Description), operational documents, technical integration requirements and documentation, user manuals, training materials, help files, and other documentation, including implementation overviews, integration guidelines, sandbox guidelines, and Branding Requirements, in written or electronic form, and as modified by Visa from time to time, that are intended for use in connection with VIS.

“Trademarks” means all common law (including those known as unregistered) or registered trademark, service names, service marks, logos, taglines, word marks, trade names, branding experiences (audio, visual or haptic) and trade dress rights and similar or related rights arising under any of the laws of Canada or any other country or jurisdiction whether now existing or hereafter adopted or acquired.

“VIS Transaction” means the purchase of Merchant Services by a VIS Cardholder using a VIS Card.

“VIS Card” means such credit cards as may be authorized for use with VIS.

“VIS Cardholder” means an individual who is issued, and authorized by a VIS Issuer to use, a VIS Card.

“VIS Cardholder Information” means (a) with respect to a VIS Card, the account holder’s name, any Visa or Other Payment Network Primary Account Number (“**PAN**”) or any other number that is mapped to or a surrogate for a PAN, service code, card validation code/value, PIN or PIN block, valid to and from dates and magnetic stripe data; (b) any information sufficient to enable an alternate form factor to use an underlying payment card account to initiate a payment or other transaction; (c) any information relating to a payment card transaction that is identifiable with a specific account; or (d) any transaction information concerning Visa, Other Payment Network or third-party information related to (a) or (b) that may constitute non-public personal information under applicable Laws, including, but not limited to those related to data protection and privacy or from which an individual VIS Cardholder’s identity or personal particulars are apparent or can be reasonably ascertained.

“VIS Issuer” means a Visa Client that issues a VIS Card.

“VIS Issuer Data” means Installment Information and any data provided to Merchant by Visa on behalf of a VIS Issuer or directly by a VIS Issuer and any data or information including but not limited to VIS Cardholder Information that is collected, used, disclosed, stored and processed or otherwise handled by Visa on behalf of VIS Issuer, in all cases, in connection with an Installment Transaction or in connection with the provision of VIS to VIS Cardholder.

“Visa Affiliate” means and includes all affiliates and subsidiaries of Visa Inc, including Visa International Service Association, Visa Europe Limited, Visa U.S.A. Inc., Visa Canada Corporation, Inovant LLC, Visa Resources, Inc., Visa Worldwide Pte. Ltd. or a respective subsidiary or affiliate of any of the foregoing.

“Visa Rules” means the charter documents and bylaws of Visa and its Visa Affiliates, the Visa Core Rules and Visa Product and Service Rules and other documents governing the participation of Visa Clients and other parties in the Visa payment system, as all such documents are revised by Visa from time to time at <https://usa.visa.com/support/consumer/visa-rules.html>.

“Visa Client” means a client of Visa or a Visa Affiliate in good standing, who offers card-based or non-card-based payment products and services to consumers and other entities, and payment acceptance capabilities to merchants which utilize the Visa brand or payment processing systems.

“Visa Data” means any data and information Visa independently generates regarding an Installment Transaction, including but not limited to (i) data attributes relating to Installment Transaction information shared in its API responses (e.g., Plan ID, which is an installment-generated identifier for an Installment Plan)(for the purposes of confirming the Installment Plan selected by Eligible Cardholders and validating that an Installment Transaction may be fulfilled) and (ii) analytics data independently generated by Visa using anonymized information as such data attributes and information may be updated from time-to-time.

“Visa Trademarks” means all Trademarks owned or licensed to Visa or the Visa Affiliates, and any other Trademarks confusingly similar thereto or likely to cause confusion therewith.

1. Merchant Access to Installments by Visa

- 1.1** Moneris grants access to you to (i) integrate and use the VIS service through the Moneris Platform and Services and (ii) the Service Documentation, in all circumstances solely in connection with the use of the VIS service and in accordance with the terms of the Schedule.
- 1.2** Your use of the VIS service shall conform to and be strictly in accordance with the Service Documentation and shall at all times comply with the Schedule and Agreement including but not limited to all necessary obligations and restrictions related to the display of Installment Offers, compliance obligations (including compliance with applicable Laws), data use and privacy, intellectual property, marketing and reporting and record retention, as applicable.
- 1.3** You disclaim Moneris, Visa and participating VIS Issuers from any liability to you for direct, indirect, incidental, consequential, special or exemplary damages (whether or not you have been advised of the possibility of such damage); that directly or indirectly results from your use of the VIS service.
- 1.4** Visa shall have the right to rescind approval of your use of the VIS service, in its sole discretion.

2. Personnel. You acknowledge and agree that,

- 2.1** You shall at all times be responsible for your Personnel's compliance with the Schedule and the Service Documentation;
- 2.2** For the avoidance of doubt, any breach of the Schedule by your Personnel shall be considered a breach of the Schedule by you; and
- 2.3** You shall be fully responsible for any and all damages arising from any breach of the Schedule by your Personnel.

3. Customer Service and Technical Support. You shall be solely responsible for all technical and service issues relating to Merchant Services, Merchant Platforms and/or Acceptance Devices, as applicable. Notwithstanding the foregoing, you shall direct VIS Cardholder questions or complaints about compliance with applicable Laws or handling of VIS Cardholder Information to the applicable VIS Issuer to whom such questions or complaints relate.

4. Compliance Requirements

- 4.1** You agree that you shall comply with this Schedule, the Visa Rules, Service Documentation, and Laws, as and where applicable, including but not limited to, financial and consumer protection, marketing, Privacy and Data Protection Regulations and anti-spam Laws. Any feedback, guidance (including but not limited to guidance provided in the Service Documentation) or approvals provided by Moneris or Visa to Merchant shall not relieve Merchant of its obligations herein.
- 4.2** If Visa, a participating VIS Issuer or Moneris provides you with notice of any material non-compliance, which may be written, via email or by telephone, or if the you becomes aware of any non-compliance with such requirements, you shall notify Moneris immediately and Moneris or Visa may suspend providing Installment Offers and Installment Plans to you until such non-compliance has been remedied to Visa's, participating VIS Issuer's or Moneris' satisfaction, as applicable.

- 4.3 Audit Rights.** During the Term, we and any of our representatives (including representatives of Visa, of participating VIS Issuers) may from time to time audit, review and assess your use of the VIS service including the use and display of Installment Offers, Installment Plans and Installment Terms. You will cooperate with any such review by promptly responding to Moneris', Visa' or participating VIS Issuer's requests and providing access to any relevant systems, documentation, information, and processes. If a review reveals any material non-compliance, Moneris shall provide you with notice of such material non-compliance which may be written via email, electronic form or otherwise. Without limiting any other rights or remedies Moneris, Visa, or a participating VIS Issuer, may be entitled to under this Agreement or at Law, Moneris or Visa may, in its sole discretion, suspend the VIS service until you are able to demonstrate compliance with the requirements of this Schedule and Service Documentation to Visa's, Issuer's or Moneris' satisfaction, as the case may be.
- 4.4 Certificate of Compliance.** Upon request of Moneris, on no more than an annual basis, you agree to provide a certificate of compliance certifying your compliance with your obligations set out within the Schedule.
- 4.5 Regulators.** You acknowledge that Moneris', Visa's and VIS Issuers' regulators (including but not limited to the Office of the Privacy Commissioner of Canada and the Office of the Superintendent of Financial Institutions) or their representatives may have the statutory authority to regulate, audit, examine and supervise and take enforcement action against Moneris, Visa and VIS Issuers in connection with this Schedule. At Moneris, Visa's or VIS Issuer's request, you will cooperate with and provide access to any relevant systems, documentation, information, processes and Personnel to such regulators to conduct any such examination. You will notify Moneris immediately of any inquiry by any regulatory authority or agency with respect to the VIS service.

5. Display of Installment Offers

- 5.1 User Experience.** You shall be responsible for, as applicable, designing, implementing, hosting and maintaining the Consumer experience, in compliance with the Service Documentation, including but not limited to the Branding Requirements, which shall include (i) an interface on the Merchant Platform or Acceptance Devices, as applicable, to obtain any necessary consent in accordance with Section 5.6, if applicable and that enables the display of one or more available Installment Plans to an Eligible Cardholder and allows an Eligible Cardholder to select an Installment Plan, all in accordance with the Service Description (the "**Installment User Interface**"); and (ii) printed, downloadable or emailed receipts for Installment Transactions including the Installment Plan selected by an Eligible Cardholder and the Installment Terms. The Installment User Interface, user experience including receipt requirements shall comply with the requirements detailed in the Service Documentation and applicable Laws. Upon Moneris' request, you shall submit within five (5) days, or such other timeframe as may be set out in the Service Documentation or as required by Law, screenshots or other evidence of the Installment User Interface, receipts and any related marketing or information provided to a Consumer. If Visa, a VIS Issuer or Moneris, in its discretion, determines that the Installment User Interface or receipts do not comply with the Service Documentation or Law, you shall modify the Installment User Interface and receipts immediately to ensure compliance. Any approval or feedback from Moneris or Visa shall not relieve you of your responsibility to comply with the terms of this Schedule, the Service Documentation and applicable Laws.

- 5.2 Installment Eligibility.** You shall transmit VIS Cardholder Information to Visa using the VIS service in accordance with the Service Documentation in order for Visa to provide available Installment Offers and Installment Plans to display to an Eligible Cardholder on the Installment User Interface, as applicable. You acknowledge that terms relating to Eligible Cardholders (i.e., whether a VIS Cardholder is eligible for an Installment Plan) and available Installment Offers and Installment Plans are provided by a VIS Issuer and are subject to change.
- 5.3 Display of Installment Offers.** You may display one or more available Installment Plans to an Eligible Cardholder on the Merchant Platform or Acceptance Device, all of which must be in accordance with this Schedule, the Service Documentation and applicable Law. You will ensure that all Installment Offers, Installment Plans and associated Installment Terms are displayed (i) clearly and conspicuously; (ii) as provided by Visa without any modification, using the data elements described by Visa in the Service Documentation, and (iii) in the method provided for in the Service Documentation. You acknowledge that Eligible Cardholders (i.e. whether a VIS Cardholder is eligible for an Installment Plan), available Installment Plans and other terms are provided by an VIS Issuer and are subject to change.
- 5.4 Installment Plan Selection.** You shall transmit Installment Plans accepted by an Eligible Cardholder in accordance with the Service Description.
- 5.5 Enablement of Installment Transaction.** To enable an Installment Transaction, you must transmit Installment Plans selected by an Eligible Cardholder and the total Installment Transaction amount in accordance with the Service Documentation.
- 5.6 Consents and Permissions.** You covenant, represents and warrants that you have the right and authority, and have or will obtain all necessary consents and permissions and/or provide any necessary notices to Consumers (including Cardholders) as required by applicable Laws including but not limited to, Privacy and Data Protection Regulations in order to collect, use and/or disclose Merchant Data, any personal information as that term is defined and interpreted under applicable Canadian privacy Laws, regulations and guidance, VIS Cardholder Information, selected Installment Plans and Installment Transaction amounts under this Agreement. You further covenant, represent and warrant that your fulfilment of your obligations under this Schedule will not violate the terms of any third party agreements to which you are a party, including applicable rules or agreements with Other Payment Network. Without limiting the generality of the foregoing sentence, you represent and warrant that you have or will obtain, to the extent applicable, all necessary consents and permissions from, and provide any necessary notices and disclosures to, Cardholders required by applicable Laws (a) in the use of Other Payment Networks in fulfilling its obligations hereunder; (b) relating to any use of Trademarks or other branding materials of Other Payment Networks; (c) to use the VIS service and enable Installment Transactions including the display of Installment Information in accordance with the terms hereunder and applicable Law; (d) provide Visa, participating VIS Issuer and Moneris with VIS Cardholder Information, selected Installment Plans and Installment Transaction amount; (e) allow Visa to use VIS Cardholder Information to provide Installment Information; and (f) use Installment Information to display, market and advertise available Installment Plans to Eligible Cardholders.
- 5.7 Display and Promotion.** You may display, market or promote one or more available Installment Plans available to an Eligible Cardholder on the Installment User Interface in accordance with the Service Documentation and applicable Laws. You agree and acknowledge that Installment Information such as eligibility and available Installment Offers is subject to change.

- 5.8 Filters.** You may select which Installment Plans to promote based on supplemental filters such as minimum dollar amount or a stock keeping unit (“**SKU**”) (each a “**Filter**”). Any Filter must be applied equally to all Eligible Cardholders. You will comply, with applicable human rights legislation, and shall not discriminate against Eligible Cardholders, in the marketing, display or promotion of an Installment Offer or specific Installment Plan on a prohibited basis or apply Filters in a way that would have a disparate impact on a protected basis. Except in the case where you have a direct agreement with a VIS Issuer for Installment Plans (e.g., a Bilateral Plan, as that term is defined in the Service Documentation), any Filters must be applied equally to Installment Offers and Installment Plans by all participating VIS Issuers. You will ensure that any Filters do not conflict or override Plan Parameters or Installment Terms.
- 5.9 Promotion.** To the extent that you market or promote Installment Plans to Consumers or other members of the public, it shall be done in accordance with this Schedule and the applicable Law. Any approval or feedback from Moneris or Visa shall not relieve you of your responsibilities to comply with the terms of this Schedule, the Service Documentation and applicable Law.
- 5.10 Trademarks.** You will not represent or suggest to consumers, including VIS Cardholders, that Installment Offers or Installment Plans are provided by Visa or Moneris, that Installment Terms or Plan Parameters are established by Visa or Moneris, or that Visa or Moneris is responsible for extending credit, facilitating or providing a loan to a VIS Cardholder. You will not use Visa Trademarks or Visa branding experience (including audio, visual or haptics, collectively the “**Visa Brand Assets**”) when displaying or promoting an Installment Offer unless expressly agreed to in writing by Visa or provided by Visa in guidelines available in the Service Documentation, including but not limited to the Branding Requirements. Upon termination of this Schedule, you shall immediately cease and discontinue all use of Visa Trademarks and Visa Brand Assets.
- 5.11 Take Down; Cancel Installment Plan.** Upon Moneris’ or Visa’s request and in Moneris’ or Visa’s sole discretion, you will cease promotion and display of an Installment Plan as soon as practicable but, in any case, within forty-eight (48) hours.
- 5.12 VIS Issuer Content.** You acknowledge that Installment Information is provided by VIS Issuers, and is provided on an as-is and as-available basis. Neither Moneris or Visa will have responsibility or liability for any damage or loss or alleged damage or loss caused by any Instalment Information including but not limited to the display and promotion of Installment Offers, Installment Plans or Installment Terms to Consumers.
- 5.13 Restricted Transactions.** You will not enable, display or promote Installment Offers for Transactions involving restricted Transactions or products or services as provided in the Service Documentation.
- 6. Records.** You shall retain records of current and previous version of the Installment User Interface (e.g. screenshots or other evidence), any related marketing materials or information provided to a Consumer, and any relevant documentation and information relating to your systems and processes for regulatory compliance and audit purposes or as may be required in connection with a dispute or claim for a period of not less than three (3) years after the termination or expiration of the Schedule. You will make such records available to Moneris upon request.

7. Data Use

- 7.1 Use of Visa Data, Other Payment Network Data and VIS Issuer Data.** You acknowledge and agree you may only collect, use, store, disclose, share or disseminate any Visa Data, Other Payment Network Data or VIS Issuer Data, including but not limited to Installment Information, to the extent necessary to display an Installment Plan, enable an Installment Transaction or provide customer support, resolve disputes, or prevent fraud related to an Installment Transaction, Installment Offer or Installment Plan.
- 7.2 Deletion and Retention.** You may retain VIS Issuer Data, including Installment Information, Other Payment Network Data and Visa Data, only for so long as such Visa Data, Other Payment Network Data and VIS Issuer Data is required to display and complete an Installment Transaction and in no event for more than twelve (12) months from the date of receipt or as required by Law. You shall delete all Visa Data, Other Payment Network Data, VIS Issuer Data and Installment Information in accordance with applicable Law. Notwithstanding the foregoing, you (i) may retain information relating to an Installment Transaction for as long as reasonably necessary to provide customer service and in connection with a dispute or claim, (ii) may retain a copy of VIS Issuer Data including Installment Information, Other Payment Network Data and Visa Data to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, or to comply with their respective data retention policies, and (iii) to the extent that (ii) above is inapplicable to VIS Issuer Data including Installment Information, Other Payment Network Data and Visa Data that is electronically stored, destroy such electronically stored data only to the extent that is reasonable practical to do so; provided that in the case of either (ii) or (iii) any such data will remain subject to the confidentiality obligations under this Schedule.
- 7.3 Restrictions.** Except as expressly authorized in this Schedule, you shall not, directly or indirectly: (a) share, disclose, resell, redistribute, lease, or sublicense any of the Visa Data, Other Payment Network Data or VIS Issuer Data including but not limited to Installment Information or any information or data derived therefrom, to any other Party for any purpose, without Visa's prior written consent; (b) use Visa Data, Other Payment Network Data or VIS Issuer Data for targeting, reporting, profiling, analyzing customer behavior patterns, categorizing, or other marketing without Visa's prior written consent; (c) use Visa Data, Other Payment Network Data or VIS Issuer Data for the specific purpose of promoting products or services of a competitor including but not limited to companies offering point-of-sale loans and installment products; (d) use, combine or aggregate any Visa Data, Other Payment Network Data or VIS Issuer Data with any other data for use outside of providing the VIS service to VIS Cardholders; (e) assign, sell, sublicense, lease, or otherwise transfer your right to use the Visa Data, Other Payment Network Data or VIS Issuer Data or any portion thereof or (f) use any Visa Data, Other Payment Network Data or VIS Issuer Data as a factor in determining a VIS Cardholder's eligibility for credit, insurance, employment or any other purpose except as expressly provided for hereunder; or commingle any Visa Data, Other Payment Network Data or VIS Issuer Data with information that is considered or relates to a "consumer report".
- 7.4 Disclosure of Data.** Notwithstanding anything to the contrary contained herein, Visa's Confidential Information (including Visa Data) or VIS Issuer Data may only be disclosed by you to a Regulator to the extent required by Law, which disclosure shall also be subject to any solicitor-client privilege and subject further to you first notifying Moneris, as applicable, prior to such proposed disclosure so as to afford Visa and Issuer, as applicable, a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

7.5 Acknowledgement. The Parties acknowledge and agree that certain data fields contained in one or more of Visa Data and Merchant Data may overlap and contain the same data. In such circumstances, the Parties agree to treat such data as Visa Data or Merchant Data, as applicable, based upon from whom such data was received.

8. Publicity and Marketing

8.1 Publicity. You will not make any press release or public disclosure relating to this Schedule without the prior written consent of Visa or Moneris. You acknowledge and agree that Visa, VIS Issuers or Moneris, as may be applicable, in their sole discretion and without prior written consent, may use your Trademarks, Merchant Site content, and any related content provided by you, including screenshots and images of the foregoing, in connection with Visa's, VIS Issuer's or Moneris' promotion of VIS, including publicizing your participation and promotion of the relationship with you through social media, on Visa, VIS Issuer or Moneris' websites and in marketing materials, online and across their public relations and marketing communications activities.

8.2 Merchant Marketing. You acknowledge and agree that are solely responsible for ensuring that all marketing activities including marketing content and collateral or specific Installment Offers comply with Laws, the Schedule and the Service Documentation, including but not limited to the Branding Requirements. Without limiting any other rights or remedies Visa or Moneris may be entitled to under this Agreement or at Law, if Visa or Moneris objects to the manner or means in which you promotes your use of the VIS service hereunder or any Installment Offer or Installment Plan or the use of the Visa or VIS Issuer Trademarks, we shall notify you of the nature and scope of such objection and you will suspend the promotional activity and promptly take any action reasonably necessary to address and remedy such objections. Upon our request, you shall submit within five (5) days a copy of all marketing content and collateral related to the VIS service, Installment Offers and Installment Plans. Any approval or feedback from Moneris or Visa of marketing content and collateral shall not relieve you of your obligations hereunder, including your responsibility to comply with all Laws.

8.3 VIS Issuer and Other Third Party Consent. You will not use any VIS Issuer's or other third party's name, Trademarks or other branding elements in any marketing materials and/or in the promotion of any Installment Offer without the written consent of such VIS Issuer or other third party, as applicable. You shall be solely responsible for obtaining such written consent.

9. Term, Suspension and Termination.

9.1 Term. The term of this Schedule (the "**Installment Schedule Term**") will commence on the Effective Date and continue for the duration of the term of the Agreement until its expiration or is terminated in accordance with this section.

9.2 Termination and Suspension.

- a. In addition to any other termination or suspension rights set out in this Schedule and the Agreement, in the event that Visa suspends or terminates the VIS service, we may promptly suspend or terminate the VIS service that we provide to you.
- b. Without limiting the foregoing, Moneris or Visa, as applicable, reserve the right to suspend your use of or access to the VIS service, in whole or in part, if Moneris, Visa or a VIS Issuer reasonably believes that your use of or continued availability of the VIS service is (a) not in compliance with this Schedule or applicable Law; (b) would create an undue risk of damage to Moneris', Visa's or VIS Issuer's reputation, goodwill, services or systems; or (c) would create an undue risk of

Moneris or Visa being subject to a commercially reasonably alleged violation or infringement of applicable Law, Intellectual Property Rights or other rights of a third party. Such suspension may last until such time as you resolve the issue in question to Moneris, Visa's and/or VIS Issuer's satisfaction, as the case may be.

9.3 Effect of Termination or Expiration of Schedule Term. Upon termination or expiration of the Schedule, you shall cease all use of the VIS service and delete all Visa Data, Other Payment Network Data and VIS Issuer Data and any copies thereof in accordance with the terms of this Schedule.

9.4 Survivability. In addition to terms relating to effect of termination or expiration under the Schedule and the Agreement, the terms and conditions of this Schedule that by their nature and context are intended to survive shall so survive, including sections 6, 7, 9.4, 10.3, 11 – 16.

10. Fees

10.1 In consideration for the VIS service that we provide to you, you will pay us the respective Fees set out in the Information Summary Box, the Fee Disclosure Box, and the Other Fees Disclosure Box, including all applicable taxes. The Installment Access Fee and Installment Funding Cost are payable only for Installment Plans that are displayed to and accepted by an Eligible Cardholder (i.e. Installment Plans that result in an Installment Transaction).

10.2 Notwithstanding anything within the Agreement, including the Information Summary Box, the Fee Disclosure Box and the Other Fees Disclosure Box of the Agreement, the Installment Access Fee (Visa) and Installment Funding Cost (collectively the “**Installment Fees**”) set forth in the Other Fees Disclosure Box may be updated from time to time by Visa in its sole discretion upon thirty (30) days' notice to you. Merchant acknowledges that a VIS Issuer may set different Installment Funding Costs than the standard recommended Installment Funding Costs for Market Plans in the case of a bilateral agreement between the Merchant and a VIS Issuer.

10.3 Reimbursement. Terms relating to reimbursement of Installment Fees are set out in the Other Fees Disclosure Box

11. Limitation of Liability. In addition to the limitation of liability provisions in the Agreement, to the extent permitted under applicable Law, in no event will Moneris or Member's total cumulative liability to you, whether arising in tort (including negligence), contract or otherwise, arising out of or relating to this Schedule or the VIS service, exceed a total of one thousand dollars CAD (\$1,000).

12. Indemnity. In addition to the indemnification provisions contained in the Agreement, you agree to indemnify Moneris for and against any Losses arising out of and in connection with your participation in, access and use of the VIS service (including but not limited to any claims, actions, proceedings and suits by any taxing authority or governing body relating to nonpayment or obligation to collect Taxes relating to Installment Funding Costs), including as permitted herein.

13. Confidential Information.

13.1 You acknowledge that this Schedule and any information provided to you by us or Visa in connection with this Schedule, including VIS Intellectual Property, as defined below, is Confidential Information subject to this section 13 and the applicable provisions of the Agreement.

- 13.2** In addition to the confidentiality provisions of the Agreement, you agree to ensure the protection of all Confidential Information from unauthorized disclosure and in any event, to take precautions at least as great as those taken to protect your own information of a similar nature, but in no event less than the equivalent of a reasonable degree of care. Upon Moneris' or Visa's request, you will return or destroy (and certify such destruction to Moneris' or Visa's reasonable satisfaction, as applicable) all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this section 13 may result in irreparable harm to Visa or Moneris, as applicable, for which money damages may be an insufficient remedy, and therefore Visa or Moneris, as applicable, will be entitled to seek injunctive relief to enforce the provisions of this section without requirement of posting bond or providing special evidence. You will be liable to Visa or Moneris, as applicable, for any breach of this section by your Personnel in the same manner as a breach by you.
- 13.3** For avoidance of doubt, you may not use or disclose Confidential Information for any patents or patent applications. Without limiting any other rights or remedies of Visa or Moneris, as applicable, if you or your Personnel use or disclose any Confidential Information for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on any Confidential Information, Visa and the Visa Affiliates or Moneris, as applicable, shall have and are hereby granted a fully paid-up, royalty-free, worldwide, perpetual, irrevocable license to exercise all rights under such patents and patent applications, including the right to grant and authorize sublicenses.

14. Intellectual Property

- 14.1** In addition to the intellectual property provisions in the Agreement, Moneris and Visa, as applicable, shall retain all ownership, interest and title in and to any and all patents, copyrights, trademarks, trade secrets, computer programs, related documentation, technology, know how, processes, and other intellectual property developed by them (or their predecessor-in-interest) and provided or made accessible to you in connection with the Installments by Visa (collectively, the "**VIS Intellectual Property**") and no license to any VIS Intellectual Property is granted, whether by implication, estoppel, or otherwise by Moneris or Visa to you, except for the right to use the VIS service in accordance with this Schedule. You will not reverse-engineer, disassemble or decompile the VIS Intellectual Property of Moneris or Visa nor transfer, sublicense or otherwise distribute or give any third party access to the VIS Intellectual Property of Moneris or Visa without the prior written consent of Moneris or Visa, as applicable.
- 14.2** During and after the Term, you, on behalf of yourself and any entity that is controlled by, or is under common control with you, hereby agree not to assert, authorize, assist, or encourage any third party to assert, against Visa, any Visa Affiliates, Moneris, customers, vendors, business partners or licensors associated with the VIS service, any patent infringement claim regarding the VIS service or any portion, functionality or other characteristics thereof.

15. Third Party Beneficiary. Visa and any VIS Issuer that provides Installment Offers and Installment Plans to Eligible Cardholders of the Merchant, are third-party beneficiaries to this Schedule and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if each were a party hereto.

16. Privacy. In addition to the privacy provisions in the Agreement, you acknowledge that we may share any information that we collect about you, including Merchant Data, with Visa or VIS Issuer, as applicable.

17. Other. The parties agree that the Merchant, or their Personnel, as applicable, are not subcontractors, agents, or service providers of Moneris or Visa.