

# Dynamic Currency Conversion Schedule Terms and Conditions

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This Schedule to your Moneris Merchant Agreement (the “**Agreement**”) contains the additional terms and conditions that apply if we provide the DCC 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 DCC 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 DCC Program. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the DCC Program after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

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## 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 DCC Program is available.

**“DCC Base Rate”** means the daily base currency conversion rate for the Approved Currency (which may fluctuate from day to day), as presented by Moneris to the Foreign Cardholder.

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

**“DCC Exchange Rate”** means (i) the DCC Base Rate plus (ii) the DCC Mark-up.

**“DCC Mark-up”** means the service fee, commission, or mark-up which is applied by Moneris to the DCC Base Rate.

**“DCC Program”** means the multi-currency conversion program offered by Moneris, which enables you to offer to Foreign Cardholders, the conversion of a Purchase Amount into a DCC Transaction Amount, at your POS Terminal under this Schedule.

**“DCC Transaction”** means a Transaction in which a Foreign Card is used at a DCC Program-enabled POS Terminal and the Foreign Cardholder elects to have the Purchase Amount converted to an Approved Currency at the DCC Exchange Rate displayed.

**“DCC Transaction Amount”** is the amount equal to the Purchase Amount (i) after currency conversion at the applicable DCC Exchange Rate at the time of the DCC Transaction; and (ii) denominated in the applicable Approved Currency.

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

**“Foreign Card”** means a Visa Card or a MasterCard Card issued by a Card Issuer outside of Canada in an Approved Currency.

**“Foreign Cardholder”** is a Cardholder who presents a Foreign Card.

**“Late Processing Loss Amount”** has the meaning given to it in Section 3.1 (b).

**“Merchant Revenue Share”** means an amount, payable by us to you (if any), equal to 1% of the Purchase Amount for a DCC Transaction.

**“Purchase Amount”** is the total price of the good or service, including applicable taxes, denominated in Canadian Dollars, and prior to any currency conversion under the DCC Program.

## 1. DCC PROGRAM TERMS AND CONDITIONS

**1.1 Term.** This Schedule will become effective and binding on you when you first use the DCC Program.

**1.2 Termination.** Either party may terminate this Schedule upon 90 days' prior notice to the other party. Any DCC Program fees paid to us will not be refunded upon termination.

**1.3 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.

**1.4 DCC Program Requirements.** Without limiting the foregoing, you agree to comply with the following DCC Program requirements:

**(a) POS Terminal.** In order to receive the DCC Program services, you must use a DCC Program-enabled POS Terminal. We will either provide a DCC Program-enabled POS Terminal for rental, or, if eligible, you will enable your POS Terminal for use in the DCC Program by accepting certain licensed software downloads we push to your POS Terminal.

**(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 and Procedures; you agree to comply with (a) all applicable laws; and (b) the DCC Program requirements, instructions and specifications we may notify you of from time to time.

**(c) Merchant Requirements in respect of Cardholders.** You agree that you will:

(i) inform Cardholders that the DCC Program is optional;

(ii) comply with all Transaction Receipt requirements required by us or the Card Brands from time to time;

(iii) provide Foreign Cardholders with the ability to "opt-in," or consent to the Transaction being completed as a Foreign Transaction; and

you agree that you will not:

(iv) impose any additional requirements on Cardholders to have Transactions processed in local currency;

(v) use any language or procedures that cause the Cardholders to choose DCC Program conversion services by default;

(vi) offer the DCC Program by default or on an "opt-out" basis;

(vii) misrepresent, either explicitly or implicitly, that the DCC Program conversion services are provided by any of the Card Brands;

(viii) require that Foreign Cardholders conduct a Transaction with you as a DCC Transaction; and

(ix) not process the Transaction as a DCC Transaction if the Foreign Cardholder does not elect to complete the Transaction as a DCC Transaction.

**(d) Failure to Provide Foreign Cardholder Opt-In.** You acknowledge and agree that you may be subject to a DCC Chargeback if the Foreign Cardholder submits a claim stating that you: (i) failed to provide them with the "opt-in" or consent procedures for a Transaction being completed as a DCC Transaction; (ii) required that they complete the Transaction as a DCC Transaction; or (iii) that you made the election to opt-in on behalf of the Foreign Cardholder in order to complete the Transaction as a DCC Transaction.

## 2. PURCHASE, REFUND AND CHARGEBACK SETTLEMENT AMOUNTS UNDER THE DCC PROGRAM

**2.1 Purchase Settlement Amount.** For each DCC Transaction, your bank account will be credited with an amount equal to the Purchase Amount you present to us. For clarity, such settlement amount(s) will be in Canadian Dollars. The Merchant Revenue Share, if payable, will be credited to you separately in accordance with Section 3 of this Schedule.

**2.2 Refund Settlement Amount.** In the event of a refund (full or partial) by you to a Foreign Cardholder of an amount originally processed as a DCC Transaction, we will debit your bank account or adjust the settlement amount by the full or partial original Purchase Amount, in Canadian Dollars.

**2.3 DCC Chargeback Settlement Amount.**

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

(b) In the event of a DCC Chargeback, the Foreign Cardholder is credited the entire DCC Transaction Amount. For certainty, this is in the applicable Approved Currency.

(c) DCC Chargebacks will be debited from you in an amount:

(i) equal to the DCC Transaction Amount converted into Canadian Dollars using the Card Brand currency conversion rate(s) in effect at the time that the DCC Chargeback is processed. The Card Brand currency conversion rate(s) may differ from the DCC Exchange Rate(s) originally applied to the DCC Transaction; and

(ii) denominated in Canadian Dollars; and

(iii) in addition, in the case of a DCC Chargeback for a MasterCard Card, the amount charged back to you in (ii) above, is an amount resulting from a two-step MasterCard currency conversion: (A) the conversion of the original DCC Transaction Amount into a U.S. Dollar denominated amount; which is then (B) converted from U.S. Dollars into Canadian Dollars.

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

## 3. MERCHANT REVENUE SHARE

### 3.1 Merchant Revenue Share

**(a) Merchant Revenue Share payable on same-day delivery before 11pm.** If you deliver your DCC Transaction Record to us before 11 pm (Merchant local time) on the same day the DCC Transaction was completed, then we will credit you with the Merchant Revenue Share amount for such DCC Transaction.

**(b) Merchant Revenue Share payable on delivery or re-processing on or later than 11pm.** You are solely responsible for the timely delivery of your DCC Transaction Record to us. If you deliver your DCC Transaction Record to us, or the DCC Transaction is re-processed, at any time on or after 11 pm (Merchant local time) on the day the DCC Transaction was completed and the Card Brand's currency conversion rate(s) for settling the DCC Transaction to Moneris in Canadian Dollars (as described above in Section 2.1) in effect on the late delivery or reprocessing day is lower than the rate that would have been applicable before 11pm for settlement processing, then we will debit your total monthly Merchant Revenue Share for an amount equal to:

(A) the settlement amount that would have been received by Moneris from the Card Brand upon same-day delivery before 11pm

minus

(B) the settlement amount received by Moneris from the Card Brand on the day of late delivery or reprocessing<sup>1</sup>

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*1 Example of Late Processing Loss Amount= [A-B]: Assume:  
 DCC Transaction Amount: €64.30  
 Purchase Amount settled to Merchant: C\$100  
 [(A) settlement amount that would have been received by Moneris from Card Brand before 11pm= C\$103.52  
 (€1=C\$1.61) minus (the "Late Processing Loss Amount")*

**3.2 Monthly Payment of Merchant Revenue Share.** Each month, we will credit your bank account with any Merchant Revenue Share payable to you under this Schedule, in respect of the previous month's DCC Transactions. The Merchant Revenue Share will be payable in Canadian Dollars. If your total monthly Merchant Revenue Share is negative due to Late Processing Loss Amounts, we will debit your bank account for such amount.

**3.3 Your DCC Program Statements.** Statements provided by us will detail the amount of DCC Transactions processed by you and the Merchant Revenue Share credited and/or debited in accordance with this 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 DCC 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 DCC Transaction activity electronically you agree to tell us immediately.

#### 4. EFFECT OF DCC MARK-UP

You acknowledge and agree that, in some cases, you may incur increased payment processing fees or costs attributable to the DCC Mark-up, as compared to your fees or costs for a non-DCC 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.

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*(B) settlement amount received by Moneris from Card Brand on day of late delivery= C\$93.87 (€1=C\$1.46)  
 = C\$8.65 Late Processing Loss Amount debited from monthly Merchant Revenue Share total*