

INTERAC® eCommerce Schedule Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the **“Agreement”**) contains the additional terms and conditions that apply if we provide Interac eCommerce (as defined below) services 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 process an Interac eCommerce Transaction with us. 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 Interac eCommerce. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued processing of Interac eCommerce Transactions with us 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.

“Application” means a software application through which you accept payments using Interac eCommerce.

“Claim” means a claim for any direct loss incurred by a Customer in connection with a Transaction resulting from, but not limited to, any of the following: (a) a system malfunction, (b) technical failure, (c) fraud or (d) negligence;

“Customer” means a person paying for goods and services purchased from you through Interac eCommerce;

“In-App Transaction” means a payment that is remotely and a merchant’s application on a Mobile Device to purchase goods and/or services from the Merchant;

“In-Browser Transaction” means a payment that is remotely facilitated, using a supported browser, through a Mobile Wallet or Payment Application on a Merchant’s website to purchase goods and/or services from the Merchant;

“Incident” includes: (a) an event that could adversely impact Customers’ access to Interac eCommerce or consumer confidence in Interac eCommerce or the Interac brand; and (b) a service disruption in Interac eCommerce;

“Interac” means INTERAC Corp. and any of its respective predecessors, successors and assigns that facilitate the provisioning of Interac eCommerce, and which, for greater certainty, shall be considered a Card Association as defined in the Agreement;

“Interac Card” means a card issued by an Issuer that can be used to make payments using Interac eCommerce Transactions;

“Interac eCommerce” means a service supported by Interac whereby Customers can use their Interac Cards to pay for goods and services purchased from you through In-App Transactions or In-Browser Transactions in accordance with the terms and conditions set out in this Schedule;

“Interac eCommerce Transaction” means any transaction between a Customer and you where Interac eCommerce is used, including: (a) a Customer paying for goods and services, and (b) you refunding, in whole or in part, a Customer’s purchase of goods or services;

“Interac eCommerce Rules and Regulations”

means all applicable rules, regulations, by-laws, bulletins, guidelines, directives, manuals, policies, procedures, or any similar documents regarding Interac eCommerce, as amended from time to time by Interac;

“Mobile Device” means an electronic device that contains an operating system that may be utilized by a Customer to facilitate the storage and/or transmission of data for enabling an Interac eCommerce Transaction;

“Mobile Wallet” means an application on a Mobile Device that is capable of accessing one or more applications including, but not limited to, Payment Applications with a user interface that allows the user to select and manage the desired applications;

“Payment Application” means an application that enables payment using a single payment type (e.g., debit or credit) offered by a payment network and is supported by a dedicated Payment Credential;

“Payment Credential” means the collection of an application code and personalized information that contains information about the Customer and the payment product utilized to conduct Transactions. A Payment Credential may be utilized to generate payment tokens to disguise the Payment Credential;

“Transaction Log” means electronic records that you provide a Customer showing, among other things, the amount and the date of an Interac eCommerce Transaction, the shipping address where the goods and services are to be delivered, and whether the Interac eCommerce Transaction was approved or declined by the Issuer;

“Trade-marks” includes the following registered trade-marks: INTERAC and any other trade-marks, including logos and word marks, that we or Interac may advise you of from time to time; and

“Website” means the website through which you accept payments using Interac eCommerce.

1. BASIC REQUIREMENTS

1.1. Non-discrimination

You will not discriminate as to the conditions of a sale if a Customer uses Interac eCommerce as a form of payment. Examples of discrimination include setting a minimum or maximum value for accepting payment by way of Interac eCommerce.

1.2. Exchanges, refunds and adjustments

(a) You will follow a fair policy for exchanging, returning and adjusting the price of goods or services that were paid for by Customers using Interac eCommerce and you will communicate this policy clearly to your Customers. You will settle any Claims or disputes directly with Customers and will indemnify and compensate us for Claims made against us by a Customer that arise from any Interac eCommerce Transaction.

(b) If a purchase made using Interac eCommerce is returned, you must issue a credit to the account. If your business has a “no refund” or “no exchange” policy, this must be clearly communicated by you, including referencing, at a minimum, such policy on your Website or Application.

1.3. Policies, procedures, Rules and Regulations

You agree that in addition to the terms and conditions set out in this Schedule and elsewhere in the Agreement, you and members of your staff are bound by and will comply with the Interac eCommerce Rules and Regulations and any other policies and procedures, including any user manuals, quick reference guides, or other communication regarding the processing of Interac eCommerce Transactions that we may provide to you in writing from time to time.

1.4. Ecommerce Code of Practice.

You must comply with all applicable laws, including all federal and provincial laws, as well as the

Canadian Code of Practice for Consumer Protection in Electronic Commerce, published by Industry Canada on January 16, 2004, as it may be amended from time to time (the “**eCommerce Code of Practice**”). A copy of the eCommerce Code of Practice can currently be found online at:

<http://www.ic.gc.ca/app/oca/crd/dcmnt.do?lang=eng&i d=1006>. It is your obligation to obtain and ensure compliance with the most recent version of the eCommerce Code of Practice.

1.5. Registration

You acknowledge and agree that in order to enable you to accept Interac eCommerce Transactions we have to register you with Interac at your cost and you agree that you will provide us with all required information and documents in order to facilitate such registration. You are responsible for the accuracy and completeness of any and all information and documents that you provide to us in connection with the registration.

1.6. Information Security

You must ensure that the technology you use to accept payments through Interac eCommerce meets the security standards required by us and/or Interac, as they may be amended from time to time. You will provide us from time to time with any information that we or Interac request for the purposes of verifying that you are complying with such standards and you will bear all costs associated with demonstrating such compliance.

2. Enabling Interac eCommerce Transactions

In order to process Interac eCommerce Transactions you must make changes to your Website or Application and your computer systems to enable them to process Interac eCommerce Transactions. The steps to be followed are outlined below.

You will:

- (a) download the relevant application program interface (API) or software development kit

(SDK) from our website at <https://developer.moneris.com>;

- (b) undertake software development and integration efforts in order to implement the API or SDK that you download;
- (c) make changes to your Website or Application in accordance with the specifications that you download and as set out in this Schedule;
- (d) conduct test transactions to ensure proper integration of the API or SDK with your computer systems and Website or Application; and
- (e) set up your merchant profile.

3. Providing records

If we request from you to provide us a copy of a Transaction Log within twelve (12) months after the Interac eCommerce Transaction, you will provide it to us within 5 Business Days after our request. If you do not provide us with a Transaction Log that we have requested or the Transaction Log you provide does not correspond in all respects to the electronic record you sent to us of the same Interac eCommerce Transaction, the amount of the applicable Interac eCommerce Transactions will be deemed as a debt payable to us on demand and you acknowledge and agree that we can collect such amount in accordance with the terms of the Agreement.

4. Interac Trade-Marks, Logo and Design

- (a) If you need to use the Interac Trade-marks in connection with your acceptance of Interac eCommerce Transactions you may only use the approved variations of the Interac word mark or Interac Logo. When using the Interac Trade-marks, you must comply with the policies, procedures and guidelines of Interac that we provide to you, including those, if any, that we may provide to you when you download the APIs or SDKs and the minimum requirements outlined below.
- (b) If you use the Interac word mark in connection with your acceptance of Interac eCommerce

Transactions, the approved service descriptor must be used. The approved service descriptors for eCommerce Transactions are:

- INTERAC Debit (English)
- Débit INTERAC (French)

5. Unauthorized Transactions, Fraudulent Transactions, Claims and Incidents

5.1. General

You will assist us in resolving inquiries, complaints and problems relating to Interac eCommerce Transactions. This includes providing us with documents, records and any other information that we may request from you from time to time. Unless otherwise indicated in this Schedule, you must respond to our request for information within 5 Business Days.

5.2. Unauthorized Transactions

In the event that we advise you that an Interac eCommerce Transaction was unauthorized, you will assist us in investigating the unauthorized Interac eCommerce Transaction and will respond to our request for information regarding the unauthorized Interac eCommerce Transaction within 2 Business Days. An unauthorized Interac eCommerce Transaction includes Interac eCommerce Transactions that may involve identity theft, fraud and bank account takeovers.

5.3. Fraudulent Transactions

You will provide us with commercially reasonable assistance in investigating fraudulent Interac eCommerce Transactions related to Interac eCommerce.

5.4. Claims

In the event that we advise you that an Interac eCommerce Transaction is subject to a Claim, you will assist us in investigating the Claim and will

respond to our request for information regarding the Claim within 5 Business Days.

5.5. Incidents.

Upon the discovery of an Incident, other than a natural disaster, that impacts Interac eCommerce, you must promptly report the Incident to us.

6. Fees

In consideration for the Interac eCommerce Transaction processing services that we provide to you, you will pay to us the Interac eCommerce fees set out in your CAF or any other applicable fees that we advise you of, from time to time.

If Interac increases any of the fees or charges we are required to pay to provide you with the services under this Schedule or if Interac changes the existing fee structure or implements a new fee structure, we will have the right, upon providing you with prior written notice, to: (a) modify our fees and charges by the amount of the increase imposed by Interac; and/or (b) make corresponding changes to your fee structure. You will also pay us any other fees or charges, which may be imposed by Interac in connection with Interac eCommerce Transactions that we process for you, including in connection with any Claims.

7. Other Conditions

7.1. Term and Termination

- Unless terminated in accordance with subsections (b) or (c) below, the term of this Schedule (the “**Term**”) will commence on the Effective Date and will continue for the duration of the term of the Agreement.
- In the event that Interac suspends or terminates Interac eCommerce we may promptly suspend or terminate the Interac eCommerce Transaction processing services that we provide to you.
- In addition to all other termination rights available under the Agreement, we may

terminate this Schedule upon providing you with prior written notice.

7.2. Sharing of Information

You agree that in the event that we terminate or suspend the Interac eCommerce Transaction processing services that we provide to you as a result of your non-compliance with the terms and conditions of this Schedule, we may share this information with other parties involved with Interac eCommerce.

7.3. Prohibited Activities

You will not engage in any practices that have a negative impact on the Interac brand. Upon notice from us, you will have ten (10) days to discontinue any practice that we deem, in our sole and absolute discretion, as having a negative impact on the Interac brand. Examples of activities that have a negative impact on the Interac brand include:

- (a) failing to honour a request by a Customer to pay using Interac eCommerce;
- (b) using the Interac Trade-marks not in accordance with the terms of this Schedule; and
- (c) requiring that a Customer pay a surcharge in order to pay by Interac eCommerce unless you require such a surcharge for all other alternative payment methods.

7.4. Indemnification

You will defend, indemnify, and hold harmless Moneris and the Member and our employees, directors, officers, subcontractors, service provider and agents from and against any damages, losses, liabilities, obligations, fines, penalties, assessments, fees, costs or expenses, including reasonable attorneys' fees and costs relating to any third party action, claim, demand, dispute, suit, investigation, governmental action, judgment, or any other legal proceeding against any of them, to the extent arising from or relating to your Interac eCommerce Transactions, your use of Interac eCommerce or any breach by you of this Schedule or the Agreement.

7.5. No Warranties. Limitation of Liability

- (a) Notwithstanding anything else to the contrary in the Agreement, the Interac eCommerce Transaction processing services are provided to you by us on an "as is" and "as available" basis. We do not provide any warranty with respect to and specifically disclaim any warranties and conditions with respect to the operation of Interac eCommerce or any particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, and any warranties that may arise from a course of dealing, course of performance or trade practice. We do not warrant that Interac eCommerce will be uninterrupted or error-free. For greater certainty, we are entitled at any time, and without prior notice, to interrupt Merchant's access to Interac eCommerce for any reason, including without limitation for security considerations or maintenance work.
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SCHEDULE OR IN THE AGREEMENT, IN NO EVENT WILL OUR OR THE MEMBER'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THIS SCHEDULE FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED THE TOTAL INTERAC ECOMMERCE TRANSACTION FEES (EXCLUSIVE OF ALL CARD ASSOCIATION INTERCHANGE, SERVICE OR OTHER APPLICABLE FEES THAT CARD ASSOCIATIONS APPLY TO YOU OR YOUR INTERAC ECOMMERCE TRANSACTIONS) PAID BY MERCHANT TO MONERIS PURSUANT TO THIS SCHEDULE DURING THE THREE MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. FOR GREATER CERTAINTY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SCHEDULE OR THE AGREEMENT, IN NO EVENT WILL WE OR THE MEMBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOST

REVENUES, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS SCHEDULE OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (c) The Parties have agreed that each provision of this Schedule that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks between the Parties. This allocation is reflected in the pricing offered by Moneris to Merchant for the Interac eCommerce Transaction processing services provided by Moneris and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Schedule and each of these provisions will survive termination of this Schedule and will apply even if any limited remedy specified in this Schedule is found to have failed in its essential purpose.

7.6. Right to Inspect

During the Term, we and any of our representatives (including representatives of Interac) will have the right, from time to time, upon forty-eight hours' notice and at your cost, to inspect your procedures and activities to ensure compliance with this Schedule. You will fully co-operate with respect to any audit conducted by us and any of our representatives.

7.7. Privacy

The parties acknowledge that certain information collected, used and disclosed pursuant to this Schedule may constitute personal information pursuant to the Personal Information and Protection of Electronic Documents Act (Canada) (the "**Act**") and may be regulated by the Act and other applicable law. The parties agree that any such information will be collected, used and

disclosed in accordance with applicable law and the Agreement, including this Schedule. For greater certainty, you acknowledge that we may share any information that we collect about you with Interac. You must have appropriate processes and procedures in place to protect Customers data in accordance with the Act and any other applicable substantially similar legislation relating to the protection of personal information.

7.8. Confidentiality

You acknowledge that this Schedule and any information provided to you by us or Interac in connection with this Schedule, including any Interac eCommerce Rules and Regulations, is Confidential Information subject to the applicable provisions of the Agreement.

7.9. Force Majeure

We will not be responsible or liable to you for any failure or delay in our performance under this Schedule due to causes beyond our reasonable control, including, but not limited to, fire, flood, earthquake, public health emergency or other element of nature or act of God, an act of war, terrorism, rebellion, revolution, riot, civil disobedience or disorder, vandalism or other unlawful acts of Persons other than us or our employees (each a "**Force Majeure**").

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