

## INTERAC® Online 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 INTERAC Online Transaction (as defined below) processing services 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 process an INTERAC Online 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 Online Transactions. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued processing of INTERAC Online Transactions with us 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.

**“Acxsys”** means Acxsys Corporation, the organization that facilitates the provisioning of the INTERAC Online service;

**“Certification”** means that you have met the requirements established by Acxsys and Moneris to demonstrate that you are capable of processing INTERAC Online Transactions by way of INTERAC Online;

**“Certify”** means the steps that you must undertake to obtain Certification;

**“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 electing to use INTERAC Online to pay for goods and services purchased from you;

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

**“INTERAC Online”** means a service that allows Customers to access their online banking account in order to purchase goods and services from you;

**“INTERAC Online Design”** means the INTERAC logo and associated design;

**“INTERAC Online Rules and Regulations”** means the by-laws, rules and regulations regarding INTERAC Online, as amended from time to time by Acxsys Corporation;

**“INTERAC Online Transaction”** means any Transaction between a Customer and you whereby the Customer uses INTERAC Online 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;

**“Issuer”** means a Canadian financial institution providing Customers with access to online banking;

**“Issuer Confirmation Number”** means a series of letters and numbers generated by an Issuer when an Issuer confirms that payment for an INTERAC Online Transaction was authorized by a Customer and that the Issuer will settle with us for the Transaction for your benefit;

**“Privacy Laws”** means the Personal Information Protection and Electronic Documents Act (Canada), as amended, or any other applicable substantially

similar legislation relating to the protection of personal information;

“**Trade-marks**” include the following registered trade-marks: INTERAC; and

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

“**Website**” means the website through which you make INTERAC Online available as a payment option.

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## **1. BASIC REQUIREMENTS**

### **1.1. Non-discrimination**

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

### **1.2. Exchanges, refunds and adjustments**

You agree to follow a fair policy for exchanging, returning and adjusting the price of goods or services that were paid for by Customers using INTERAC Online and to communicate this policy clearly to your Customers. You also agree to settle any claims or disputes directly with Customers and to indemnify and compensate us for claims made against us by a Customer that arise from any INTERAC Online Transaction.

If a purchase made using INTERAC Online 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.

### **1.3. Policies, procedures, INTERAC Online Rules and Regulations**

You agree that in addition to the terms and conditions set out in the Agreement and herein, you and members of your staff are bound by and will comply with our policies and procedures regarding the processing of INTERAC Online Transactions including any user manual, quick reference guide or other communication that we provide to you from time to time (including by posting them on our website). In addition, you and any of your third party service providers will adhere to the INTERAC Online Rules and Regulations that we advise you about from time to time.

### **1.4. Applicable law and E-Commerce Code of Practice**

You must comply with all applicable laws, including but not limited to all federal and provincial laws (including Privacy 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. A copy of the Canadian Code of Practice for Consumer Protection in Electronic Commerce can be found online at: <http://cmcweb.ca/epic/internet/incmc-cmc.nsf/en/fe00064e.html>.

### **1.5. Exclusivity**

You agree not to enter into an agreement with anyone else regarding the processing of INTERAC Online Transactions.

### **1.6. Certification**

You will maintain your Certification during the term of this Schedule. If we Certify you, you will immediately inform us of any material changes to your Website and your computer systems that affect your ability to process online transactions, including INTERAC Online Transactions, in which case you may be required to re-Certify.

## 2. WEBSITE AND SECURITY

### 2.1. Information displayed on your website

You will ensure that your Website will display, at a minimum, the following information:

- (a) **Timeout message.** Where you allow less than thirty (30) minutes for a Customer to complete an INTERAC Online Transaction through an Issuer's website, you will disclose to the Customer the amount of time allotted to complete the Transaction.
- (b) **Currency.** You will disclose to Customers that the amount will be debited from the Customer's account in Canadian funds.
- (c) **Issuer Confirmation Number.** You must ensure that you display the Issuer Confirmation Number to the Customer upon the completion of a successful INTERAC Online Transaction.
- (d) **Consumer Education Link.** Your Website must prominently display a direct hyperlink to the Acxsys "Consumer Education Page" such that a Customer must not be able to initiate a payment using INTERAC Online without having been given the opportunity to follow the hyperlink and view the information on that page. We will supply you with the URL for that page, from time to time.

### 2.2. Security and collection of customer information

- (a) You must ensure that the technology you use meets our security standards as well as the security standards required by Acxsys. We may amend our security standards from time to time, with at least 30 days' notice to you. Changes to Acxsys' security standards must be implemented in accordance with Acxsys' requirements.
- (b) You will demonstrate to us your compliance with: (i) industry best practices for information and Internet security; and (ii) our security standards and the security standards of Acxsys that we tell you about from time to time. You agree to provide us with any information from time to time for the purposes of verifying that you are complying with such standards and you will bear all costs associated with demonstrating such compliance.

- (c) Any information that you collect about a Customer must be collected, used and protected in accordance with Privacy Laws and you must obtain and use a valid Secure Socket Layer (SSL) certificate from a reputable source. Your Website must use not less than a 128-bit SSL encryption. At no time will you collect online banking login information from Customers.
- (d) Failure to operate your Website with a valid 128-bit SSL certificate constitutes an event of default and we may immediately terminate processing INTERAC Online Transactions for you.

## 3. ENABLING INTERAC ONLINE TRANSACTIONS

### 3.1. How to enable your systems to process INTERAC Online Transactions

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

You will:

- (a) download the relevant application program interface (API) from the following website: <https://developer.moneris.com> (or any other website we tell you about from time to time)
- (b) undertake software development and integration efforts in order to implement the API that you download;
- (c) make changes to your Website 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 with your computer systems and Website; and
- (e) set up your merchant profile.

### 3.2. Issuer Confirmation Number

As part of processing an INTERAC Online Transaction for a Customer, if you do not receive an Issuer Confirmation Number, you agree not to

continue with the INTERAC Online Transaction and you agree not to deliver the goods or services to the Customer, unless you negotiate a different form of payment for the goods or services.

## **4. RETAINING RECORDS**

### **4.1. Required retention periods**

You agree to keep a Transaction Log for at least eighteen (18) months after the date of the INTERAC Online Transaction.

### **4.2. Providing records**

If we request you to provide us a copy of a Transaction Log within eighteen (18) months after the INTERAC Online Transaction, you agree to 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 Online Transaction we will regard the amount of the INTERAC Online Transaction as a debt payable to us on demand and deduct it from your bank account or otherwise collect it in accordance with the Agreement.

## **5. TRADE-MARKS**

### **5.1. Display of INTERAC Online Design**

- (a) You may only use the approved variations of the INTERAC Online Design that we tell you from time to time. The approved variations are available at our website at <https://developer.moneris.com>.
- (b) When you display the INTERAC Online Design or Trade-mark as a payment option on your Website, you must clearly show the INTERAC Online Design or Trade-mark in order to avoid confusion with credit card payment options.
- (c) If you display the logos of other third party payment options on your Website, you must display the INTERAC Online Design on your Website. The INTERAC Online design must be approximately equal in size and displayed no less prominently than the trade-marks or logos of any third party payment options.

- (d) When you use the INTERAC Online Design with your proprietary logos or other marks, the INTERAC Online Design must be clearly distinguished from your proprietary logos or other marks. The INTERAC Online Design must not be obscured by an additional design element or by another logo and must not be altered in any way.
- (e) You will use the INTERAC Online Design in accordance with the policies and procedures that we tell you about from time to time, including those that we provide to you when you download the APIs.

### **5.2. Display of Trade-marks**

- (a) You will always use the Trade-marks with either or both of the following service descriptor: "Online" in English and "en ligne" in French.
- (b) When you display the Trade-marks as a payment option on your Website, you must clearly show the Trade-mark in order to avoid confusion with credit card payment options.
- (c) You agree to use the Trade-marks in accordance with the policies and procedures that we tell you about from time to time, including those that we provide to you when you download the APIs.

## **6. UNAUTHORIZED TRANSACTIONS, FRAUDULENT TRANSACTIONS, CLAIMS AND INCIDENTS**

### **6.1. General**

You will assist us in resolving inquiries, complaints and problems relating to INTERAC Online 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.

## 6.2. Unauthorized Transactions

In the event that we advise you that an INTERAC Online Transaction was unauthorized, you agree to assist us in investigating the unauthorized INTERAC Online

Transaction and to respond to our request for information regarding the unauthorized INTERAC Online Transaction within 2 Business Days. An unauthorized INTERAC Online Transaction includes but is not limited to INTERAC Online Transactions that may involve identity theft, fraud and bank account takeovers.

## 6.3. Fraudulent Transactions

You will provide us with commercially reasonable assistance in investigating fraudulent INTERAC Online Transactions.

## 6.4. Claims

In the event that we advise you that an INTERAC Online Transaction is subject to a Claim, you agree to assist us in investigating the Claim and to respond to our request for information regarding the Claim within 5 Business Days.

## 6.5. Incidents

Upon the discovery of an Incident, other than a natural disaster, that impacts INTERAC Online, you must immediately report the Incident to us.

## 7. FEES AND MERCHANT DISCOUNT RATE

### 7.1. Fees

You agree to pay us an administration (set up) fee plus all of our other fees and charges applicable to you for the services we provide, including without limitation: (i) MDR, (ii) INTERAC Online Transaction fees, (iii) applicable taxes, (iv) Certification fees, (v) Claim fees, (vi) Acxsys fees, fines and penalties, (vii)

deactivation fees and (viii) any other fees indicated in the Moneris Card Acceptance Form.

## 8. TERM AND CANCELLATION

### 8.1. Term

The initial term of this Schedule will commence on the date when you first process an INTERAC Online Transaction with us and will continue for a period of three (3) years (the “**Initial Term**”), and will automatically renew for subsequent six (6) month renewal terms (each a “**Renewal Term**”) unless any party to this Schedule provides 90 days’ notice to the other party of its intention not to renew prior to the expiry of the Initial Term or any Renewal Term.

### 8.2. Terminating the INTERAC Online Transaction Processing Services

- (a) We may terminate the INTERAC Online Transaction processing services that we provide to you pursuant to this Schedule at any time by giving you written notice. In addition, if you default, or if we reasonably suspect you have defaulted on any of your obligations under this Schedule, or if we are required pursuant to the INTERAC Online Rules and Regulations, we may, in addition to any other right we have under the Agreement, promptly suspend or terminate the INTERAC Online Transaction processing services and any other services that we provide to you pursuant to this Schedule without prior notice.
- (b) Default occurs when:
- You participate in the processing of INTERAC Online Transactions that you know or ought to have known to be fraudulent, Prohibited Transactions or otherwise unauthorized transactions;
  - The number of Claims generated against You is excessive; or
  - You do not observe or act according to the terms and conditions of the Agreement or this Schedule or any other default occurs pursuant to the Agreement.

### 8.3. Effects of Termination

If we terminate the INTERAC Online Transaction processing services that we provide to you pursuant to this Schedule for any reason:

- You remain responsible for paying any amounts you owe us pursuant to this Schedule;
- the terms and conditions of this Schedule will remain in effect for any INTERAC Online Transactions delivered to us before the cancellation date;
- your rights to use the advertising, displays, Trade-marks and other items associated with INTERAC Online will end; and
- your rights to accept INTERAC Online Transactions, as outlined in this Schedule will end.

### 8.4. Suspension or termination of INTERAC Online by Acxsys

In the event that Acxsys suspends or terminates INTERAC Online, we may immediately suspend or terminate the INTERAC Online Transaction processing services that we provide to you.

### 8.5. Sharing of information

You agree that in the event that we terminate or suspend the INTERAC Online Transaction processing services that we provide to you pursuant to this Schedule 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 Online.

## 9. OTHER CONDITIONS

### 9.1. Prohibited activities

You will not engage in any practices that have a negative impact on the INTERAC Online 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 Online brand. Examples of activities that have a negative impact on the INTERAC Online brand include, but are not limited to:

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

### 9.2. Right to inspect

During the term of this Schedule, we and any of our representatives (including representatives of Acxsys) will have the right, from time to time, upon forty-eight (48) hours notice and at your cost, to inspect your procedures and activities to ensure compliance with this Schedule. You will fully cooperate with respect to any audit conducted by us and any of our representatives.

### 9.3. Limits on our responsibilities

In addition to any and all other rights that we have under the Agreement, the parties further agree and acknowledge that:

- (a) We will not be liable for any direct or indirect damages, Claims, losses, costs or expenses, caused by the unavailability of INTERAC Online or in any other way related to this Schedule.
- (b) You will indemnify, defend and save us and our employees, directors, officers, shareholders, agents and representatives harmless from and against any claim, liability, loss, damage, cost or expense incurred or suffered by us as a result of or relating to: (a) any breach by you of any term or provision of this Schedule; (b) any failure by you to fulfill your obligations under this Schedule; (c) any Claim for which you are directly or indirectly responsible; and (d) in any other way related to this Schedule and our processing of INTERAC Online Transactions for you.

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