

## Loyalty Program Schedule Terms and Conditions

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This schedule (collectively with your Enhanced Loyalty Program Order Form, if applicable, the **“Loyalty Program Schedule”**) to your Moneris Merchant Agreement (the **“Agreement”**) contains the additional terms and conditions that apply if we provide Loyalty Program Service 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 Loyalty Program Schedule, as your acceptance of its terms and conditions will occur when you first order Loyalty Cards and/or use the Loyalty Program Service. For greater certainty, this Loyalty Program 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 Loyalty Program Schedule and any other provision of the Agreement, the terms and conditions of this Loyalty Program Schedule will govern with respect to the Loyalty Program Service. We can change this Loyalty Program Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the Loyalty Program Service after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Loyalty Program Schedule.

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### DEFINITIONS

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

**“Applicable Law”** means any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law.

**“Cardholder Terms and Conditions”** shall have the meaning ascribed to it in Section 4.2.

**“Loyalty Card”** means a loyalty card that you order from us for use in your loyalty program.

**“Loyalty Program Service”** means the services provided by us pursuant to this Loyalty Program Schedule to facilitate and support your loyalty program.

**“Personal Information”** means any information about an identifiable individual (including, but not limited to, any participant of the Program).

**“Privacy Act”** means the Personal Information Protection and Electronic Documents Act (Canada), as amended and any applicable privacy legislation.

**“Points”** means reward points awarded to participants of the Program who present their Loyalty Card to you for eligible purchases.

**“Program”** means the loyalty program offered by you to your customer(s).

**“Loyalty Program Terminal”** means a point-of-sale terminal that we certify for the Loyalty Program Service.

**“Loyalty Program Transaction”** means any transaction between you and a customer in which a Loyalty Card is used including, but not limited to an activation, a de-activation, a purchase, a voiding or a balance inquiry regardless of whether the transaction is processed on a Loyalty Program Terminal or through our web portal.

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## 1. Loyalty Cards

### 1.1. Eligibility

In order to be eligible and maintain your eligibility for the Loyalty Program Service, you must have (a) a Loyalty Program Terminal and (b) a valid agreement



with us, in good standing, for credit card and/or debit card processing services.

## **1.2. Ordering Loyalty Cards**

Each time you order Loyalty Cards, you will do so in accordance with our procedures. We will not be liable for any failure to deliver Loyalty Cards due to causes beyond our control.

## **1.3. Artwork**

In the event you choose to personalize your Loyalty Cards with your business logo, you will deliver your artwork to us in accordance with our specifications and our procedures. If you do not want to personalize your Loyalty Cards with your business logo we will print your merchant name on your Loyalty Cards, in accordance with our procedures.

We will not be responsible for any claims made by a third party for infringement of copyright, trademark or other intellectual property right in respect of any artwork that you provide to us for your Loyalty Card design. You will indemnify, defend and hold us harmless against any such claims.

## **1.4. Loading Loyalty Cards**

We will not be responsible or liable for any errors made by you that may arise or relate to the loading, adjusting, or redeeming of reward points on Loyalty Cards.

## **1.5. Lost or Stolen Loyalty Cards**

We will have no responsibility for any lost or stolen Loyalty Cards.

## **1.6. Using the Loyalty Cards**

Please review your Loyalty Card quick reference guides and manuals for instructions on how to use the Loyalty Program Service.

## **2. FEES**

### **2.1. Fees**

You agree to pay us an administration (setup) fee plus all of our other fees and charges applicable to you for the Loyalty Program Service, including without limitation, fees related to ordering Loyalty Cards, additional location set-up fees, monthly location fees, transaction overage fees, Loyalty Program Service change fees, artwork fees, and any applicable taxes, and any other fees indicated in the Moneris Card Acceptance Form. Each time you order Loyalty Cards from us, you agree to pay our applicable fees in effect at that time, which may change from time to time in our sole discretion. Definitions of Loyalty Program Service Packages and of fees and charges for the Loyalty Program Service used in the Moneris Card Acceptance Form are set forth in Schedule A.

You agree that we can debit your bank accounts or otherwise collect the fees, charges or other amounts described in this Loyalty Program Schedule in accordance with the terms of the Agreement.

## **3. PRIVACY**

**3.1.** You acknowledge that Personal Information you collect, use or disclose may constitute personal information pursuant to the Privacy Act and may be regulated by the Privacy Act. You further agree that any Personal Information will be collected, used, disposed, and disclosed by you in accordance with the Privacy Act.

**3.2.** You agree that you shall not disclose any Personal Information to any person other than as authorized by your customers or as required by law.

**3.3.** You agree that you shall use reasonable security measures to protect Personal Information against unauthorized access, disclosure, copying, use or modification.

**3.4.** You acknowledge and agree that you are solely responsible for any and all Personal

Information you collect from time to time from your customers and that we are not responsible for any claims, losses, costs or damages or expenses which are caused by or arise from Personal Information.

## **4. OTHER CONDITIONS YOU SHOULD KNOW ABOUT**

### **4.1. Term**

Subject to Section 4.6, the initial term of this Loyalty Program Schedule will commence on the date when you first order Loyalty Cards and/or start using the Loyalty Program Service 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.

### **4.2. Terms and conditions between you and your customer**

You acknowledge that you must provide cardholder terms and conditions to participants of the Program and you agree that you and each participant of the Program will be bound by such cardholder terms and conditions. We have provided sample terms attached hereto as Schedule “B” (the **“Cardholder Terms and Conditions”**) which you may apply to the Program. You covenant, undertake and agree to: (i) legibly print your business name on each participant’s application form; and (ii) ensure that each participant of the Program has received and has accepted the cardholder terms and conditions you provide before the participant becomes a member of the Program.

### **4.3. Prohibited Products**

You agree that you will not award or redeem any Points on the purchase of any product where awarding points on the purchase of such product or redeeming points to enable the purchase of such product is prohibited by Applicable Law.

### **4.4. Exclusivity**

You agree that we will be your sole and exclusive provider of Loyalty Cards, Loyalty Program Service and other similar products and services.

### **4.5. Cancelling the Loyalty Program Service**

Notwithstanding anything in this Loyalty Program Schedule to the contrary, we can cancel the provision of the Loyalty Program Service to you (a) immediately, if you are no longer eligible for the Loyalty Program Service and (b) at any time, upon prior notice to you. If cancellation occurs for any reason:

- you will no longer be able to order Loyalty Cards from us;
- you will no longer be able to accept Loyalty Program Transactions with your Loyalty Program Terminal;
- you will no longer be able to load a Loyalty Card with reward points;
- you will continue to be responsible to redeem any outstanding reward points earned by your customers under your Program; and
- you are still responsible for any amounts you owe us according to this Loyalty Program Schedule.

### **4.6. 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:

- You will settle any claims or disputes relating to Loyalty Cards directly with your customers.
- You will indemnify, defend and hold us harmless for claims made against us by a customer that arise from or are related to any Loyalty Card including but not limited to any claims which arise from your failure to protect Personal Information in accordance with this Loyalty Program Schedule and any and all applicable privacy legislation including but not limited to the Privacy Act.

- We are not responsible for claims, losses, costs, damages - whether direct, indirect or consequential - or expenses caused by or arising out of the Loyalty Program Service, the Program or the Loyalty Cards including

but not limited to any violation, fraud or abuse of the Program.

## SCHEDULE A

### Loyalty Program Service Packages

#### (a) Basic Loyalty Program Service Package:

- Standard Loyalty Cards with Member enrolment forms for applicable Card Fees, which can be customized with logo or business name (minimum order as set by us from time to time).
- Custom Loyalty Cards with Member enrolment forms for applicable Card Fees (minimum order as set by us from time to time).
- Initial set-up of 1 location.
- One Loyalty welcome kit per location.

#### Basic - Plan 200:

- **200** Loyalty Program Transactions per month per location.

#### Basic - Plan 350:

- **350** Loyalty Program Transactions per month per location.

#### Basic - Plan 700:

- **700** Loyalty Program Transactions per month per location.

#### (b) Enhanced Loyalty Program Service Package

Minimum number of locations for eligibility: 5.

- Custom Loyalty Cards for applicable Card Fees (minimum order as set by us from time to time).
- Initial set-up of 5 locations.
- One Loyalty welcome kit per location.

#### Enhanced - Plan 500:

- **500** Loyalty Program Transactions per month per location.

#### Enhanced - Plan 900:

- **900** Loyalty Program Transactions per month per location.

Enhanced Loyalty Program Service Package rules and features are set forth in the Enhanced Loyalty Program Order Form.

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**“Additional Location Set Up Fee”** means the fee for set-up of each additional location greater than the number of locations included in selected Loyalty Program Service Package.

**“Card Fee”** means the fee to order standard Loyalty Cards, or for custom Loyalty Cards, the per order artwork fee plus the per Loyalty Card fee. Rates vary based on number of Loyalty Cards ordered.

**“Custom Artwork Fee”** means the fee that applies to any logo changes on your Loyalty Cards after your initial Loyalty Card order has been processed.

**“Loyalty Monthly Fee”** means the fee per month per location. With respect to the Enhanced Loyalty Program Service Package Plans, the Loyalty Monthly Fee depends on the total number of locations receiving the Loyalty Program Service. The Loyalty Monthly Fee for the Enhanced Loyalty Program Service Package Plans is determined at the time of Loyalty Program Service Set Up and is not modified per location if the number of locations changes after initial set-up.

**“Loyalty Program Service Change Fee”** means the fee applicable to any change to your Loyalty Program Service after Loyalty Program Service has been set up, including any change to Loyalty Program rules, or to any of the following items:

- Reward Threshold Level
- Reward Coupon \$ or % Amount or Message
- Loyalty Program Service Package or Plan

The Loyalty Program Service Change Fee is charged for each Loyalty Program Service change request Program Change Request Form submitted. For greater certainty, if you choose to switch Loyalty Program Service Packages or Plans, any additional Loyalty Cards or additional location set-ups included will be subject to the additional fees described for such package or plan.

**“Loyalty Program Set Up Fee”** means the fee for initial set-up of locations included in selected Loyalty Program Service Package.

**“Loyalty Program Transaction Overage Fee”**

means the fee applicable to each additional Loyalty Program Transaction over your Loyalty Program Service Package Plan Loyalty Program Transaction limit per location per month. This fee will be charged at the beginning of every month after your first month of enrolment in the Loyalty Program Service and applies to the previous month’s Loyalty Program Transactions. For greater certainty, the number of included Loyalty Program Transactions per month allocated per location cannot be aggregated over multiple locations.

**“Reward Coupon \$ or % Amount or Message”**

means, with respect to the Basic Loyalty Program Service Package, the reward dollar or percentage discount amount or custom message to be printed on the Reward Coupon.

**“Reward Threshold Level”** means, with respect to the Basic Loyalty Program Service Package, the number of points necessary for your customer to receive a reward coupon (“Reward Coupon”). One point corresponds to one dollar spent by your customer.

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**SCHEDULE B: CARDHOLDER TERMS AND CONDITIONS**

The following terms and conditions apply to the Rewards Program (the “Program”) of the merchant whose name is set out in this application form and/or the merchant who has otherwise deemed the Member to be eligible to participate in the merchant’s Program and has issued the Member a Merchant Points Card (as each such term is defined below) (the “Merchant”).

- The Rewards Program (the “Program”) awards Reward Points (“Points”) to participants of the Program (each a “Member”) who present their Merchant Points Card (“Card”) for eligible purchases at the Merchant at a rate of accumulation of Points in relation to Canadian dollars spent by the Member, as set by the
- Merchant from time to time. Points may also be awarded based on other activities as designated by the Merchant from time to

- time. Points will not be awarded for purchases made by the Member from the Merchant prior to enrolling in the Program.
- Points are accumulated and may be redeemable for rewards in accordance with reward levels which are determined by the Merchant in its sole discretion. Once the Member has accumulated sufficient Points to earn a reward, the following may occur as determined by the Merchant in its sole discretion: a rewards coupon (the “Coupon”) may be presented to the Member on the Member’s sales receipt (the “Sales Receipt”), or the Merchant may allow the Member, upon request, to redeem Points for products and services. Upon the issuance of a Coupon or the redemption of Points, the Member’s Points total will be reduced by the specified number of Points required for the reward being redeemed. All Points totals as shown on the Sales Receipt will be deemed to be correct, unless determined otherwise by the Merchant.
- Points have no monetary value or any other benefit other than that described in these terms and conditions. For greater certainty, Points may not be redeemed for cash.
- Points are not awarded and may not be redeemed on certain items sold by the Merchant including but not limited to: (a) any item where awarding or redeeming Points on the purchase of such item is prohibited by any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law; or (b) any other items specified by the Merchant from time to time in its sole discretion.
- Credits or returns will reduce or cancel Points previously awarded for the original purchase.
- Every time the Member makes a purchase, the Member’s Points balance along with the number of Points earned on the transaction will appear on the Member’s receipt (the “Sales Receipt”). The Member’s Point balance is also available online at: [www.moneris.com/loyaltycards/cardholder](http://www.moneris.com/loyaltycards/cardholder).

- The Member may only accrue Points to the account of the Member. Points may not be assigned, traded or otherwise transferred.
- The Points are for personal use only. Business corporations, joint ventures, partnerships, groups or associations may not register unless the Member has obtained the prior consent of the Merchant.
- The eligibility of the Member to participate in the Program shall be determined by the Merchant in its sole discretion.
- The Card remains the property of the Merchant. The Member is responsible for reporting misplaced, lost, stolen or damaged Cards to the Merchant. The Merchant is not responsible for rewards redeemed fraudulently through Cards that have been misplaced, lost, or stolen.
- The Merchant shall maintain the privacy, security and integrity of all personal information the Member submits to the Merchant (“Personal Information”).
- The Merchant agrees that any Personal Information will be collected, used, disposed of and disclosed in accordance with the Personal Information Protection and Electronic Documents Act and any other applicable legislation (collectively, the Privacy Act”) and the Merchant will at all times respect and observe the provisions in the Privacy Act.
- **By submitting the Personal Information to the Merchant or any of its service providers or agents, the Member consents and agrees that the Merchant may (i) collect, use and/or disclose Personal Information to communicate with the Member, to better understand the Member’s shopping and information needs and to offer the Member relevant information, products, services and rewards to meet those needs; and (ii) allow limited and secured access to the Personal Information by authorized entities (including but not limited to Moneris Solutions Corporation) under its strict supervision solely for the purposes of supporting the Program.**
- The Member consents to and agrees that on occasion, the Merchant may communicate special offers, information and services to the Member.
- If at any time, the Member wishes to withdraw from the Program, the Member shall return the Card to the Merchant along with a written request to the Merchant requesting that the Merchant deactivate the Member’s Points account. Upon withdrawing from the Program, the Member shall forfeit all accumulated and unredeemed Points.
- The Member acknowledges and agrees that the Card may be deactivated by the Merchant after a period of inactivity, as determined by the Merchant in its sole discretion, and that a deactivated Card may not be reactivated. Upon deactivation of the Card, the Member shall forfeit all accumulated and unredeemed Points.
- Any disputes regarding the Program will be resolved by the Merchant in its sole discretion (including but not limited to disputes regarding the interpretation of these terms and provisions or any administrative or other procedures as may be established by the Merchant from time to time). All determinations made by the Merchant in connection with the Program shall be binding on the Member.
- The Merchant shall not be liable to the Member in any way or in any manner whatsoever for any direct or indirect claims, losses, costs, damages or expenses (the “Damages”) caused by or arising from the Member’s participation in the Program including, without limitation Damages which arise as a consequence of any breach by the Merchant of its obligations herein, whether or not the Merchant knew or had reason to know that such Damages might be incurred.
- The Merchant reserves the right to amend these terms and conditions from time to time or terminate the Program at any time. Termination of the Program will result in forfeiture of all Points without compensation unless the Member redeems the Points

within thirty (30) days of the termination of the Program.

- Any failure of the Member to comply with any of these terms or conditions or any violation, fraud or abuse of the Program may result in forfeiture of all Points and possible termination of the Member's account without compensation.
- By signing or accepting this application form, the Member acknowledges and agrees to be bound by these terms and conditions.