



MONERIS TAP-TO-PAY TERMS AND CONDITIONS SCHEDULE

This Moneris Tap-To-Pay Terms and Conditions Schedule (this “**Schedule**”) to your Moneris Merchant Agreement (the “**Merchant Agreement**”) contains the additional terms and conditions that apply if we provide the Moneris Tap-To-Pay Service (as defined below) to you.

This Schedule applies to the Moneris Tap-To-Pay Service, including the proprietary application, platform and related software that integrates to and enables you to accept payments initiated via third party devices, such as smartphones and mobile devices. Moneris, and not such third parties, are responsible for providing the Moneris Tap-To-Pay Services.

You are solely responsible for obtaining any required rights, permissions and authorizations relating to, and complying with any and all terms and conditions of, any Third Party Device that you use in connection with the Moneris Tap-To-Pay Service, as may be required by the applicable Third Party Device Provider.

Capitalized terms used and not defined herein will have the respective meanings given to those terms in the Merchant Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions occurs when you enter into the Merchant Agreement, or, if earlier, upon your first use or access of the Moneris Tap-To-Pay Service. For greater certainty, this Schedule is part of the Merchant Agreement and remains subject to all of the other applicable terms and conditions of the Merchant Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Merchant Agreement, the terms and conditions of this Schedule will govern with respect to the Moneris Tap-To-Pay Service and the subject matter of this Schedule. We can change this Schedule at any time by giving you notice in accordance with the Merchant Agreement. Your continued use of the Moneris Tap-To-Pay Service after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

1. Definitions

- a. “**Application**” means the proprietary Moneris software application and all of the Content, functionality, software and any other information, material, reports, forms, services and solutions made available on or in connection with such application in order for you to install, access and use the Moneris Tap-To-Pay Service, and includes all modifications, updates and upgrades that we make available to you from time to time. For certainty, the Application does not include any Third Party Device Provider software, hardware or components that are required in order to submit Tap-To-Pay Transactions and other information from a Third Party Device to the Application.
- b. “**Claims**” means any and all claims, demands, liabilities, damages, losses, suits, actions, investigations, proceedings or causes of action and any and all related costs and expenses, including without limitation reasonable legal fees and expenses.

- c. "**Content**" means all software, materials, reports, documentation, graphics, images, designs, plans, information and other content accessed by you on the Application or otherwise accessible through the Application.
- d. "**Moneris Tap-To-PayService**" means the hardware, software, products or services, including the Application, that we make available to you for the purposes of enabling you to receive Transaction information from a Card via a Third Party Device and submit such information to the Application for payment processing by Moneris in accordance with your Merchant Agreement.
- e. "**Personal Information**" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.
- f. "**Prohibited Transaction**" means a Tap-To-Pay Transaction that:
 - a. Violates applicable laws and regulations, the Merchant Agreement, the Card Brand Rules and Regulations, or any Third Party Device Provider terms and conditions;
 - b. Involves illegal drugs or non-legally prescribed controlled substances, items that create consumer safety risks, items intended to be used for illegal activities, or counterfeit or stolen goods;
 - c. Promotes hate, violence or intolerance based on race, age, gender, gender identity, ethnicity, religion or sexual orientation;
 - d. Constitutes fraud;
 - e. Infringes on or violates the intellectual property, publicity or privacy rights of another; or
 - f. Shows the applicable Third Party Device Provider or its products in a false or derogatory light.
- g. "**Representatives**" means employees, officers, directors, affiliates and licensors of a party.
- h. "**Third Party Device Provider**" means a third party that provides to you a Third Party Device, with whom you have a separate agreement, permission or authorization to use that Third Party Device in connection with the Moneris Tap-To-Pay Service.
- i. "**Third Party Device**" means a hardware device or other product provided by you or a Third Party Device Provider, including a tablet, mobile phone or computer, which you own or control, as well as any and all applications, software, middleware, services, networks, systems, or websites that may be provided with or embedded on the foregoing, on which we permit and enable you to install, use, connect to, integrate or access the Moneris Tap-To-Pay Services.
- j. "**Tap-To-Pay Transaction**" means any Card- or mobile wallet-based contactless payment transaction received by the Application via a Third Party Device, regardless of whether such transaction is approved, declined or subject to an adjustment, refund, chargeback or merchandise return.
- k. "**Unauthorized Use**" means any abusive or fraudulent use or any use that is not consistent with this Schedule or violates applicable law, and includes those uses set forth in Section 2 below.

- l. “User” means you and your personnel, employees, consultants, contractors or Representatives, that accesses or uses the Application.

2. Grants of License and Payment of Fees

Application License

- a. Subject to your compliance with the Merchant Agreement, including this Schedule, we grant to you a revocable, non-exclusive, non-transferable, non-assignable, limited license to (i) install the Application on Third Party Devices, and (ii) to use, access and operate the Application to accept Tap-To-Pay Transaction information and submit such information to Moneris for payment processing in accordance with your Merchant Agreement. The Application is licensed and not sold to you by Moneris and Moneris and its licensors reserve all rights not expressly granted to you in this Schedule.
- b. You acknowledge and agree that Moneris and/or its licensors own all legal right, title and interest in and to the Application, including without limitation, any copyright, trademark, patent and trade secret rights. You will not, directly or indirectly:
 - i. copy, disclose, distribute, rent, lease, resell, lend, sublicense, assign or transfer the Application to a third party;
 - ii. use the Application to operate a service bureau or use its functionalities to provide business services to a third party;
 - iii. remove, alter or destroy any proprietary, trademark or copyright markings of confidentiality placed upon or contained within the Application;
 - iv. modify, translate, reverse engineer, decompile or disassemble the Application or otherwise derive the source code from the Application or any component thereof or create derivative works that are based on, copy or integrate the Application;
 - v. use the Application to conduct or submit to us any Prohibited Transactions;
 - vi. restrict, interfere or inhibit the proper functioning of the Application in accordance with its specifications;
 - vii. attempt to access or interfere with any other person or organization’s account on or use of the Application;
 - viii. knowingly damage, disable, or overburden the Application;
 - ix. tamper with or attempt to establish unauthorized access to or an unauthorized connection with the Application;
 - x. upload or inject into the Application a virus, drop dead device, lock, key, bomb, worm, Trojan-horse, trap door or other harmful, limiting destructive or debilitating feature; or
 - xi. use or access the Application on any device that is not a Third Party Device that is permitted by Moneris.
- c. You acknowledge and agree that Moneris and its licensors may, at any time change, suspend, remove or disable access to Application or impose limits or requirements on the use of the Application without notice, including, without limitation, imposing security requirements or features associated with the submission of Tap-To-Pay Transactions via the Application. Without limiting any other provision of the Merchant Agreement or this Schedule, in no event will Moneris be liable for the modification, limitation, removal of or disabling of access to the Application.

- d. You agree that the rights granted to you in this Section 2 will terminate automatically without notice from Moneris upon your failure to comply with the Merchant Agreement. Upon the termination of this license, you agree to cease all use of the Application and destroy all copies, full or partial, of the Application.
- e. You agree to strictly follow any instructions and documentation that Moneris provides to you from time to time in connection with use of the Application. In the event Moneris notifies you of, or provides any modifications to, the Application, you agree to immediately install and use any applicable patches and fixes upon receipt of same from Moneris.
- f. You agree that Moneris has no obligation to provide training, support, maintenance, or other assistance for the Application except as expressly set forth in the Merchant Agreement.
- g. Moneris may, in its sole discretion, monitor your use of the Application to (i) determine and ensure your compliance with this Schedule; (ii) ensure the operation of the Application as intended and detect and trouble-shoot technical issues; and (iii) detect potential instances of fraudulent activity or use of the Moneris Tap-To-Pay Service. In the event that we identify any potential fraudulent activity related to your use of the Moneris Tap-To-Pay Services or an associated Third Party Device, you will cooperate with us in any investigation and will implement any appropriate safeguards, including verifying the security and control of any affected Third Party Device.

3. Using the Application in connection with Third Party Devices

- a. Prior to submitting any Tap-To-Pay Transaction initiated via a Third Party Device through the Moneris Tap-To-Pay Service, you must obtain and maintain all appropriate rights, permissions and authorizations, and enter into any applicable agreement, as required by the applicable Third Party Device Provider. You are responsible for ensuring that you are aware of, and remain in compliance with, any and all applicable terms and conditions required by the applicable Third Party Device Provider, and any other third party's terms and conditions that relate to the use or functionality of the Third Party Device, when you are using the Application.
- b. We are not responsible or liable for, and do not make any representations or warranties concerning, any Third Party Device, including its content, data, information or functionality. The inclusion or accessibility of a Third Party Device via the Application, including via integration and/or API, does not imply any endorsement, recommendation or responsibility by us in relation to such Third Party Device. Your access and use of any Third Party Device shall be governed by the terms and conditions of the applicable Third Party Device Provider. We are not liable for, and you irrevocably waive any claim against us in respect of, any damage or loss caused or alleged to be caused by your enablement, access or use of any Third Party Device.
- c. When you use a Third Party Device in connection with the Application, we may access, receive and use information that you make available from your Third Party Device, such as geo-location information or IP address, in order to provide the Moneris Tap-To-Pay Services, including to process Transactions in compliance with Card Brand Rules and Regulations, and to prevent fraud and unauthorized transactions. You may be prompted to enable the sharing of such information



and by doing so you agree to the use of such information for these purposes. Disabling the sharing of such information may impact or prevent the proper operation of the Application.

- d. When you accept a Third Party Device Provider's terms and conditions that relate to a Third Party Device that integrates with the Application, we will provide that Third Party Device Provider with:
 - i. Your merchant name and business name that you have registered with Moneris;
 - ii. Your merchant identification number (MID); and
 - iii. The merchant category code (MCC) associated with your Moneris account.

We may also provide information about your use of the Moneris Tap-To-Pay Service to a Third Party Device Provider, and any termination, suspension or restriction of your use of the Moneris Tap-to-Pay Service, as reasonably required by the Third Party Device Provider for the purpose of enabling your access and integration to the Third Party Device via the Moneris Tap-To-Pay Service, including for the purposes of incident reporting and resolution, the enforcement of the Third Party Device Provider's rules and requirements and the provision of customer service.

- e. We may immediately terminate, suspend or restrict your ability to access or submit Tap-To-Pay Transactions via a Third Party Device if:
 - i. you breach or violate the terms and conditions of this Schedule;
 - ii. you attempt to conduct or submit a Prohibited Transaction using the Moneris Tap-To-Pay Service or a Third Party Device;
 - iii. you breach or violate a Third Party Device Provider' terms and conditions, rules or requirements relating to a Third Party Device;
 - iv. you cease to have the required rights, permissions or authorizations to use the Third Party Device; or
 - v. we are required to do so by the applicable Third Party Device Provider.

4. Fees

You agree to pay the fees for the Moneris Tap-To-Pay Service set out in your Card Acceptance Form which is part of the Merchant Agreement. You further agree that we may debit your bank account or otherwise collect the fees referenced above in accordance with the terms of the Merchant Agreement. In the event that any such debit cannot be processed, you will immediately pay us the amount owing together with applicable interest. An account statement will be sent to you by mail or provided electronically, detailing the specifics relating to your fees.

5. Credentials and Responsibility for Your Users

- a. You will be assigned and/or will need to set up your own ID and password, or other credentials, to access the Application, which may be provided to you and/or directly to your Users (the "**Credentials**"). You acknowledge and agree that your Credentials can be used to access information related to your account and to conduct Tap-To-Pay Transactions.
- b. You are responsible for maintaining the confidentiality of your Credentials. You agree not to provide the Credentials to anyone other than the Users that you authorize to use the application, and not to permit access to the Application using the Credentials by any other person.

- c. You hereby accept responsibility for any and all Tap-To-Pay Transaction submitted using your Credentials. You are solely responsible for any use of the Application by you, the Users and by any person using the Credentials or otherwise accessing your account. You will ensure that in using the Application, you and the Users comply with this Schedule. Any use of the Application by a third party using the Credentials will be deemed to be use of the Application by you, whether or not done with your knowledge or consent. You will have the sole responsibility to safeguard the Credentials and to cease any unauthorized use of your account or the Credentials and you shall be liable for any loss, damage or expense arising from such use by a third party.
- d. You will immediately notify us in the event that you become aware of or suspect (i) that the Credentials are being used or accessed in an unauthorized manner or by any person other than a User; (ii) that any person is using the Application for an Unauthorized Use or in contravention of this Schedule.

6. Responsibility for Tap-To-Pay Transactions

- a. For the avoidance of doubt, all Tap-To-Pay Transactions submitted via the Application are deemed to be Transactions as defined in the Merchant Agreement, and are subject to the terms and conditions of the Merchant Agreement.
- b. You accept responsibility for any and all Tap-To-Pay Transactions submitted using your Credentials, regardless of whether it was submitted by you, your User, or by any third party or person. You hereby accept all risk and responsibility that may arise if you disable or decline to use any default or suggested security features within the Application or on your Third Party Device. You agree not to challenge or dispute any Tap-To-Pay Transaction submitted to us via the Moneris Tap-To-Pay Service using the proper Credentials on the basis that you did not authorize access to the Application for the purpose of such Tap-To-Pay Transaction.
- c. Moneris has no responsibility for any Tap-To-Pay Transactions that cannot be submitted to or received by the Application as a result of any technical issue or failure of your Third Party Device that impacts its ability to accept payment card information.

7. Using the Application

- a. You will ensure that the use of the Application by you and your Users complies with all applicable laws and regulations (including those relating to privacy, the handling of Personal Information and anti-spam) and any terms, conditions, rules, policies, procedures and technical specifications as may be provided and updated by us from time to time in respect of the Application. You further acknowledge and agree that your and your Users' use of the Application may be restricted or limited as a result of federal, provincial, or other applicable laws or regulations and you will act in accordance with all such restrictions and limitations.
- b. You acknowledge and agree that we may interrupt the availability of the Application or any or all of its contents at any time, including for the purposes of repair or maintenance. We will make reasonable efforts to provide you with advance notice of such interruption, provided that in certain instances, including emergency maintenance, such notice will not be possible.

- c. You must take your own precautions to ensure that the process which you employ for accessing the Application does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. For greater certainty, we do not accept responsibility for any interference or damage to your computer system which arises in connection with your use of the Application.
- d. It is your responsibility to provide customer care and support services and to respond to any inquiries or complaints by your customers regarding the products and services you provide or manage using the Application.

8. You are Responsible for Third Party Devices

- a. Unless separately agreed by you and Moneris in writing, we do not provide, or provide any services or support for, Third Party Devices. You are solely responsible for the maintenance and security of your Third Party Devices.
- b. Without limiting anything else in this Schedule or the Merchant Agreement, you agree to take all reasonable measures to (i) ensure the physical security of your Third Party Devices and prevent loss and theft of your Third Party Devices; (ii) prevent unauthorized access to and use of your Third Party Devices; and (iii) ensure that the Third Party Devices meet all technical and security specifications that we and any Third Party Device Provider may require from time to time in connection with your use of the Moneris Tap-To-Pay Services.
- c. Without limiting your obligations set out in the Merchant Agreement with respect to Equipment, you will notify us immediately in the event that you become aware that any Third Party Device is or becomes lost or stolen. You agree to implement safeguards and take all other measures reasonably requested by Moneris to protect or secure any lost or stolen Third Party Devices and to ensure the security and integrity of the Application.
- d. Moneris makes no representations or warranties as to the functionality, compatibility or interoperability of the Application with any particular Third Party Device. The availability and function of the Application may vary or be limited depending on the type, platform and condition of the Third Party Device on which you operate it. You are solely responsible for ensuring that your Third Party Device meets all required technical and operational specifications and requirements for the proper installation, compatibility, interoperability and use of the Application.

9. Changes to the Application

You are responsible for ensuring that the version of the Application you are using on your Third Party Device is the most current version of the Application available and conforms to our recommendations. We have no responsibility whatsoever for any Claims or Losses or in respect of any fraudulent or unauthorized Transactions that arise from your failure to use or receive Tap-To-Pay Transactions using the current version of the Application, or if you fail to install or make any changes to the Application that we notify of you from time to time.



We may, in our sole discretion and without advance notice or liability, alter, modify and/or update the Application including any of the Content, the available features and/or any of the hardware or software that you require to access the Application. Such alterations, modifications and updates may include the addition or deletion of features, functionality, text, data and other content.

Upon notice to you we may, when feasible, remotely update any Application-related software that is downloaded onto your Third Party Device, including for the purposes of maintenance, patching or upgrading some of all of the Application. Any updated version of the Application furnished to you by us will be subject to this Schedule. You shall cooperate, as necessary (including as prompted on-screen), to perform or complete such updates.

10. Intellectual Property and Confidentiality

- a. You acknowledge that the Application, the Content and all trademarks, service marks and logos contained in or accessible to you via the Application and all intellectual property rights relating thereto are the exclusive property of us and/or any third party credited as the provider of such materials and information. We and/or our licensors exclusively own and retain all title, ownership rights and intellectual property rights including without limitation patents, copyrights and trade secrets in and to all documentation, know how, operating processes and procedures, software and software configuration parameters and any modifications and translations thereof incorporated into or in connection with the Application and the Content. The technical procedures, processes, methods of operation and concepts which are embodied within the Application are the intellectual property of us and/or our licensors. You will not have or acquire any rights or interest in the Application, the Content or the trademarks, service marks and logos except as specifically set out herein.
- b. You acknowledge that any software related to the Application contains copyrighted and other proprietary and confidential information and material, and you will respect all such proprietary rights and take such precautions as may be reasonably necessary to protect private, confidential and other proprietary information and material from Unauthorized Use or disclosure.

11. Termination and Effect of Termination

We may immediately and without prior notice restrict, suspend or terminate your access to the Moneris Tap-To-Pay Services and/or the Application and/or suspend or terminate your rights this Schedule, upon the occurrence of any of the following:

- a. As set forth in Section 3.e above;
- b. If required by a Card Brand or the Card Brand Rules and Regulations;
- c. If you breach or if we suspect you have breached this Schedule in whole or in part;
- d. Such restriction, termination or suspension is required by law or regulation or a court or other authority;
- e. Your continued use of or access to the Application poses a level of risk, including, without

- limitation, security or privacy risk, to the Application or any third party;
- f. You breach or we suspect you have breached the terms and conditions of any other agreement between us and you, including your Merchant Agreement; or
 - g. Your Merchant Agreement expires or is terminated.

Upon termination of this Schedule for any reason, you and your Users will immediately discontinue your use of the Application (except as expressly permitted hereunder).

12. Disclaimer of Warranties

- a. The Moneris Tap-To-Pay Service, the Application and the Content are accepted by you "as is" and "as available". All other representations or warranties, express or implied, including any warranties of merchantability, non-infringement, or as to correctness, compatibility, interoperability, quality, accuracy, completeness of information or reliability or as to fitness for a particular purpose and or any representations or warranties under applicable sale of goods legislation or arising from a course of dealing or trade practice are hereby specifically excluded and disclaimed. We do not warrant that the Application or any of the Content will meet your requirements, including requirements that you may have due to your obligations under applicable laws and regulations. Neither we nor our Representatives make any representation or warranty (i) that access to the Application will be uninterrupted or error free, or (ii) that security breaches will not occur with respect to any information communicated through the Application, the Internet or any common carrier communications facility.

13. Limitation of Liability

- a. You acknowledge and agree that, to the fullest extent permitted by applicable law, neither we nor our Representatives will be liable to you, any User or any other person for any Claims that may arise directly or indirectly as a result of your, your Users' or any other person's use of the Application and/or the Content including without limitation:
 - i. any failure, termination, suspension, delay or disruption of the Application, the Internet, or any communications network, facility or equipment;
 - ii. any damages arising from your or your Users' failed attempts to access the Application;
 - iii. any damages arising from any failure by you or your Users to view or use the Application in, or transmit, post, upload any information or data to the Application in accordance with the Application's documentation and/or instruction from us, or from any human, machine or software errors or faulty or erroneous input by you;
 - iv. the integrity of any of the content that you or your Users transmit or upload to the Application or that has been downloaded from the Application; or
 - v. any damages resulting from any delays and/or losses including without limitation any loss of data or information arising in connection with the Application.

- b. You expressly understand and agree that we and our Representatives make no representations or warranties whatsoever and have no legal, equitable, or other liability of any kind to you, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise.
- c. To the fullest extent permissible by applicable law, we expressly disclaim and shall have no liability whatsoever for any direct, indirect, special, incidental or consequential cost, loss, expense, damage or liability of any nature, loss of profits or revenue, loss of data, downtime costs or business opportunities arising out of or in connection with the Application or the Content including without limitation: (i) the failure of the Application to operate at any time; (ii) any unauthorized access to the Application and/or communications transmitted over the network to or from the Application; and (iii) your or any third party's use of the Application or the Content. In no event shall our aggregate liability to you exceed the total fees paid by you to Moneris for your use of and access to the Application during the three (3) months immediately prior to the date of the event giving rise to such liability (such amount, for clarity, excluding any other fees paid pursuant to the Merchant Agreement, such as payment transaction fees and equipment fees). You acknowledge that this is a fair allocation of the risks and responsibilities under this Schedule and, to the extent permissible by applicable law, you waive any claim that the disclaimers of liability contained in this paragraph deprives you of an adequate remedy.

14. Indemnity

You agree to defend, indemnify, and hold harmless Moneris and our Representatives from and against any losses or Claims to the extent arising from or relating to (i) the use of the Application or Content by you or your Users; (ii) the use of your or your Users' Credentials by any other party; (iii) failure by you, your Users or any person using your Credentials to comply with this Schedule; and (iv) your breach or violation of any Third Party Device Provider agreement, terms and conditions, requirements or rules. For certainty, you will indemnify us from and against any Claims by any of your customers or clients related to your use of the Application or Content, or any Claims arising from any regulatory or governmental investigations, fines, penalties or other liabilities related to your use of the Application.

15. Personal Information

Without limiting anything else herein, you acknowledge that certain information collected, used and disclosed in connection with the Application may constitute Personal Information and you agree that any such Personal Information is also subject to the terms and conditions of the Merchant Agreement and our privacy notice, as it may be amended from time to time, which can be found at the following link: <https://www.moneris.com/en/Legal/Privacy-Notice>.

16. Feedback

You may provide feedback, suggestions, comments, improvements and ideas (collectively "Feedback") to us but you are not required to do so. We are not required to hold such feedback in confidence. We may use Feedback for any purpose without obligation of any kind. You assign all right, title, and interest in and to any Feedback that you provide to us without any obligation of

confidentiality, attribution, accounting, compensation or other duty to account. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant to us and our affiliates an irrevocable, non-exclusive, perpetual, world-wide, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback in connection the business of us and our affiliates. You forever waive and agree never to assert against Moneris, its affiliates, successors, business partners and licensees and their respective officers, directors, shareholders, employees, agents and advisors any and all moral rights or other similar rights that you or your employees and subcontractors may have in the Feedback, to the extent permissible under applicable law.

17. Force Majeure

We will not be liable for any delay or failure to carry or make continuously available the Application including without limitation where such delay or failure is due to any cause beyond our reasonable control or the control of any of our third party providers, including without limitation, restrictions of law or regulation, labour disputes, acts of warfare or terrorism, acts of God, mechanical or electronic breakdowns, telecommunication facilities breakdowns or software bugs, errors or failures.

18. Governing Law

Your use of the Application and this Schedule will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You submit to the exclusive jurisdiction and venue of the courts of Ontario, located in Toronto, in order to enforce any provision of this Schedule and for any action or suit arising out of the Application or your use thereof.

19. Severability and Waiver

Each of the provisions contained in this Schedule is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision in this Schedule.

You agree that our conduct, delay, actions or failure to enforce any of the terms and conditions of this Schedule does not waive any of our rights under this Schedule or change your obligations under this Schedule.

20. Assigning Your Rights or Obligations

You cannot assign all or part of your rights or obligations under this Schedule without first getting our written approval. However, we can assign any of our rights and obligations under this Schedule. This Schedule binds any permitted successors and your permitted assigns.

21. For Residents of Quebec

It is agreed that the express wish of the parties is that this Schedule and any related documents be drawn up and executed in English. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

22. Apple Devices

In addition to the other terms of this Schedule, the following terms and conditions apply if your Third Party Device is a product of Apple, Inc., Apple Canada Inc. or their respective Affiliates (“Apple”):

- a. When using the Application on an Apple Device, we may use the location information that you enable in order to provide you with the Moneris Tap-To-Pay Services.
- b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- c. In the event of any failure of the Application to conform to any applicable warranty set forth in this Schedule, you may notify Apple, and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
- d. You acknowledge and agree that we, and not Apple, are responsible for addressing any claims of you or any third party relating to the Application or your possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with the Application’s use of the HealthKit and HomeKit frameworks.
- e. In the event of any third party claim that the Application or your possession and use of the Application infringes on that third party’s intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- f. You represent and warrant that: (i) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” region; and (ii) you and your Users are not listed on any U.S. Government list of prohibited or restricted parties.
- g. Any questions, complaints or claims relating to the Application should be directed to:

Moneris Solutions Corporation
195 The West Mall
Etobicoke, Ontario, M9C 5K1
www.moneris.com

- h. You agree that Apple is a third party beneficiary of the terms and conditions of this Schedule that relate to Third Party Devices that are Apple devices, and upon your acceptance of the terms and conditions of this Schedule, Apple will have the right (and be deemed to have accepted the right) to enforce the terms of this Schedule that relate to your use of Apple devices against you as a third party beneficiary thereof.