

Moneris Third Party Gift Services Schedule Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the **“Agreement”**) contains the additional terms and conditions that apply if we provide Third Party Gift 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 start using the Third Party Gift Services. For greater certainty, this Schedule is part of the Agreement and remains subject to all of the other applicable terms and conditions of the Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Agreement, the terms and conditions of this Schedule will govern with respect to the Third Party Gift Services. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the Third Party Gift Services 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.

“Third Party Gift Card” means a stored-value gift or loyalty card which is issued by a Third Party Gift Card Issuer. For clarity, stored-value gift or loyalty cards that are provided to you by Moneris are not Third Party Gift Cards.

“Third Party Gift Card Issuer” means a person or entity, other than Moneris or its affiliates, that issues stored-value gift or loyalty cards.

“Third Party Gift Services” means Moneris’ service that captures and transmits Third Party Gift Card transaction requests, including purchase, activation, and load requests, and returns a message issued by a Third Party Gift Card Issuer to the Terminal,

including, without limitation, an “approved” or “declined” message, and any other services in respect of Third Party Gift Cards that Moneris makes available to you.

1. Moneris will use commercially reasonable efforts to provide the Third Party Gift Services. Notwithstanding the foregoing, Moneris does not guarantee the availability of Third Party Gift Services in respect of any or all Third Party Gift Cards, either at the time of any given transaction request, or for any period or duration during the Term of the Agreement.
2. You acknowledge and agree that:
 - a) You are solely responsible for ensuring that any and all information required by us to perform the Third Party Gift Services, including, without limitation, BIN ranges and Third Party Gift Card Issuer user IDs, passwords, and other information (collectively “Third Party Gift Card Information”), is accurate and up-to-date.
 - b) You have all necessary rights, consents and permissions to provide the Third Party Gift Card Information to Moneris for the purpose of providing the Third Party Gift Services, and your provision of the Third Party Gift Card Information and the Third Party Gift Card transactions will not contravene any agreement or obligation to any third party, nor any applicable law or regulation.
 - c) You are solely responsible for entering into and complying with any agreement or arrangement with a Third Party Gift Card Issuer for the use of Third Party Gift Cards, including any applicable fees in connection therewith. For clarity, and without limiting the foregoing, Moneris will not, has no responsibility to you or any other person for, the following:

- (i) The settlement, receipt, delivery or processing of any funds or amounts with respect to a Third Party Gift Card transaction;
 - (ii) Providing you with any information or reporting in respect of any Third Party Gift Card transactions, other than messaging from a Third Party Gift Card Issuer that is returned to a Terminal as part of the Third Party Gift Services;
 - (iii) The accuracy or timeliness of any information returned to a Terminal, including, without limitation, any message indicating “approved” or “declined” or that indicates a balance amount;
 - (iv) The determination or application of any applicable taxes in connection with a Third Party Gift Card transaction; or
 - (v) Providing technical support in respect of Third Party Gift Cards and transactions.
 - d) In the event you wish to add, modify or remove the types of Third Party Gift Cards that you accept, you must follow all instructions that we provide and make available all applicable information that we inform you that we require in respect of such addition, modification or removal.
 - e) You are solely responsible for identifying, monitoring and otherwise managing fraud related to Third Party Gift Card transactions and we disclaim any responsibility whatsoever with respect to fraud in respect of Third Party Gift Cards.
3. The Third Party Gift Services are provided to you 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 the Third Party Gift Services 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 non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice. We do not warrant that the Third Party Gift Services will be uninterrupted or error-free. For greater certainty, we are entitled at any time, and without prior notice, to interrupt access to the Third Party Gift Services for any reason, including without limitation for security considerations or maintenance work. In addition to and notwithstanding anything else to the contrary in the Agreement, Moneris will not be liable to you for any claims, losses, costs, exemplary, punitive, special, incidental, direct, indirect or consequential damages, lost profits, lost revenues, lost business opportunities, loss of goodwill or expenses caused by failure, termination, suspension, delay or disruption of the Third Party Gift Services, the Internet, or any communications network, facility or equipment related thereto. Without limiting the foregoing, our total liability to you in respect of the Third Party Gift Services shall in no event exceed an amount equal to the fees paid by you to us in respect of the Third Party Gift Services in the three (3) months before the liability arose.
4. You agree to indemnify us and our respective affiliates, officers, directors, employees, agents, successors and permitted assigns from and against any and all claims, damages, losses, liabilities, costs, interest, expenses (including taxes), fines, penalties, assessments, fees (including reasonable legal fees, professional fees and related costs) which are directly or indirectly, or in any way or in any manner whatsoever, the result of, caused by, or arise from your use of the Third Party Gift Services, including against all claims made against us by a holder of a Third Party Gift Card or a Third Party Gift Card Issuer that arise or are alleged to arise from any Third Party Gift Card transactions in which you are involved.