

# Moneris Online Schedule

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This Moneris Online Schedule is a schedule (the “**Schedule**”) to your merchant agreement (the “**Agreement**”) with Moneris Solutions Corporation (“**Moneris**”) and sets out the additional terms and conditions pursuant to which Moneris agrees to provide you with access to the Wix Business Package, consisting of a web-based platform and tools for purposes of creating, designing, hosting and managing professional and functional websites and online platforms, as well as integration into Moneris’ debit and credit card processing services and other related payment services and systems (the “**Moneris Online Services**”). This Schedule does not supersede your Agreement which remains in full force and effect, except to the extent amended and supplemented by this Schedule. Capitalized terms used and not defined herein will have the respective meanings given to such terms in 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 its subject matter. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the services set out in this Schedule after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

1. You understand and agree that the Moneris Online Services will be provided to you by Wix.com Ltd. (“**Wix**”), that Moneris will provide you with cooperation and assistance to enable you to use the Moneris Online Services, and that your use of the Moneris Online Services will be governed by: **(i)** the Wix general Terms of Use, located at: <https://www.wix.com/about/terms-of-use>; and **(ii)** the Wix Privacy Policy, located at: <https://www.wix.com/about/privacy> (collectively, the “**Wix Terms**”). Please therefore review carefully the Wix Terms, as you will enter into a direct agreement with Wix and the Wix Terms will be binding on you once you start using the Moneris Online Services.
2. For the avoidance of doubt, Moneris will assume no liability to you for the Moneris Online Services or the Wix Business Package. Wix will: **(i)** be responsible to provide the Moneris Online Services to you and any ongoing assistance and technical support in connection with the Moneris Online Services according to the standard customer support procedures of Wix and in the languages generally available in the Wix Help Center, which is accessible at the following URL: <https://support.wix.com/en/> (for available languages, see: <https://support.wix.com/en/article/available-languages-in-the-wix-help-center>; for Wix’s support callback operating hours, see: <https://support.wix.com/en/article/contacting-wix-by-phone-3491545>); and **(ii)** assume all liability related to the Moneris Online Services and the Wix Business Package in accordance with the Wix Terms.
3. You acknowledge and agree that the websites and other online tools created, designed and used by you through the Moneris Online Services, are operated and managed by you and that Moneris has no responsibility whatsoever with respect to their content, activity and functionality.
4. If Moneris must perform any maintenance on Moneris systems or services that will affect your access to the Moneris Online Services, Moneris will provide you with reasonable prior written notice of such maintenance.
5. If Moneris is notified or becomes aware that you are in breach of the Wix Terms or any of your obligations under applicable law with respect to the Moneris Online Services, Moneris will use commercially reasonable efforts to provide written notice to you directing you to rectify any such breach (the “**Rectification**”), to the extent that Moneris is provided with such notice from Wix or any other applicable third party. If you fail to commence and/or complete the Rectification, or if such breach is not capable of Rectification, we may, in cooperation with Wix, terminate your right to use the Moneris Online Services.
6. Notwithstanding the foregoing, Moneris may, at any time and at its sole discretion, terminate this Schedule upon thirty (30) days’ prior written notice to you. In addition, Moneris may immediately terminate this Schedule, without penalty, and without limiting any other remedy available to Moneris under this Schedule, the Agreement or otherwise in law or in equity, if: **(i)** the agreements between Moneris and Wix are terminated for any reason; **(ii)** Wix is unable or for any other reason stops providing the Moneris Online Services; or **(iii)** the Agreement with you is terminated. Upon termination of this Schedule, you will immediately cease using the Moneris Online Services and will return to Moneris any and all Equipment, software and other materials provided by Moneris to you in connection with the Moneris Online Services. For greater certainty, termination of this Schedule will not relieve you of any obligations or liabilities that have already accrued or that are otherwise stated to survive termination, and the rights and remedies of Moneris under this provision will be in addition to any other rights and remedies available to Moneris at law or in equity.
7. Any fees for your use of the Moneris Online Services (the “**Moneris Online Fees**”) set out in your Agreement (CAF) will be collected by Moneris. You acknowledge and agree that Moneris has the right to collect the Moneris Online Fees in accordance with your Agreement, including by: **(i)** setting off the Moneris Online Fees against all or some of your Transaction proceeds, funds in the Reserve and/or Holdback and/or any other payments or credit that you may be or become entitled to receive under the Agreement or otherwise from us or the Member; **(ii)** debiting any of your bank accounts (or combination

thereof) in accordance with the Agreement; or (iii) demanding payment from you for any outstanding amount which shall be paid by you forthwith upon such demand.

8. The monthly or annual subscription for the Moneris Online Services, as applicable, will renew automatically. Unless you provide Moneris with thirty (30) days' prior written notice before the relevant subscription charge that you want to cancel the Moneris Online Services, you understand that your purchase will automatically renew on the interval you selected during your original purchase, and you authorize us to collect the then-applicable Moneris Online Fees and any taxes in accordance with your Agreement with Moneris.
9. You acknowledge and agree that the purchase of any other Wix services other than the Wix Business Package, and any other third-party services or applications offered on the Wix Website (as defined below) (collectively, the "**Additional Services**") may be purchased by you according to the ordinary purchase procedures on the Wix Website ("**Wix Website**" means <https://www.wix.com> and/or any other website as may be added by Wix, in its sole and absolute discretion, from time to time) and any applicable fees for such Additional Services will not be included in the Moneris Online Fees collected by Moneris and such additional fees will be your responsibility. For greater certainty: (i) you may have the ability to purchase Additional Services directly from Wix and in the ordinary standard purchase process as offered to all Wix users; and (ii) the Wix Business Package does not include domains, which can be purchased for additional cost.
10. You acknowledge and agree that Wix may make changes to the Moneris Online Services or to components or elements of the Moneris Online Services at any time in its sole discretion under the Wix Terms. You further acknowledge and agree that it may not be possible to copy or change the hosting of the content created by you using the Moneris Online Services to other web services or hosting platforms (other than the content of the website(s) created, which may be copied and downloaded by you as the owner of the website(s)).
11. You acknowledge, agree and authorize Moneris to: (i) disclose and share with Wix this Schedule and any other information that you provide to us or which we collect from you, including any personal information, merchant credentials (such as your merchant ID, store ID, ECR, API token and other similar configuration information), and/or business, transactional and financial information (collectively, the "**Merchant Data**"); and (ii) manage such Merchant Data, all as necessary for the purposes of Moneris providing you with the required cooperation and assistance to enable you to use the Moneris Online Services pursuant to this Schedule and the Wix Terms. The Merchant Data that Moneris provides to Wix pursuant to this Schedule will be collected, stored, used, disclosed and managed in any other way by Wix ("**Wix's Data Management**") in accordance with your Wix Terms, and you acknowledge and agree that Moneris will not be responsible or liable to you in any way for Wix's Data Management. You also acknowledge, agree and authorize Wix to disclose and share with Moneris any log-in or other information about your Moneris Online Services and your Wix account, to be used by Moneris to provide you with Moneris' services and for any other purposes as set out and in accordance with the terms and conditions of this Schedule and the Agreement.
12. You further acknowledge, agree and authorize Moneris, for the purposes of Moneris facilitating and assisting you with the opening of your Wix account and your use of the Moneris Online Services, including any technical and related support services, to have full access, retrieval, alteration, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction capabilities with respect to websites created, designed, hosted, managed and operated by you using the Moneris Online Services (including such websites' operations and management information, and any and all website related data, including with respect to website visitors' data, whether such data is created and/or uploaded, directly or indirectly, to your websites by Moneris (or on Moneris' behalf), by you or the websites' visitors)..
13. YOU ACKNOWLEDGE AND AGREE THAT MONERIS IS NOT A PARTY TO THE WIX TERMS, AND MONERIS AND THE MEMBER PROVIDE NO GUARANTEE OR WARRANTY WITH RESPECT TO THE MONERIS ONLINE SERVICES (INCLUDING THE WIX BUSINESS PACKAGE), WIX'S DATA MANAGEMENT OR ANY OTHER SERVICES PROVIDED BY WIX, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, ALL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE AND THE MEMBER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFIT, LOST REVENUES, COSTS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THE MONERIS ONLINE SERVICES, WIX'S DATA MANAGEMENT OR THE WIX TERMS, EVEN IF WE OR THE MEMBER HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST US OR THE MEMBER, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY WHICH MONERIS MAY INCUR IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS SCHEDULE, EXCEED THE TOTAL AMOUNT OF FEES YOU PAID OR WAS REQUIRED TO PAY MONERIS FOR THE MONERIS ONLINE SERVICES UNDER THIS SCHEDULE DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

14. You agree to indemnify, defend and hold Moneris and its employees, directors, officers, subcontractors, service providers and agents harmless from any and all losses, liabilities, claims, damages, costs, judgments and expenses, including reasonable legal fees, professional fees and related 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 breach of this Schedule, the Wix Terms or that are otherwise related to your use of the Moneris Online Services. This indemnity includes, but is not limited to, any losses arising from your unauthorized use of the Moneris Online Services, any unauthorized charges made by you, or any other misuse of the Moneris Online Services by you. For greater certainty, the indemnity provided by you under this provision will survive the termination of any agreement between you and Moneris and will be binding upon your successors and assigns.
15. You acknowledge and agree that you your applicable Transaction proceeds will be subject to a full deposit retention with settlement delayed until you notify Moneris that your website is ready for review and Moneris confirms that your website meets our credit adjudication and other requirements in accordance with the terms of your Agreement.
16. Upon your request, Moneris may offer you assistance to develop your website (the “**Website Development Service**”). If you use the Website Development Service, you will need to provide Moneris with directions and instructions about the development of your website and you may be required to provide Moneris with permission to make changes and edit your website during the development. You remain solely responsible for your website and you need to: **(i)** review and approve any development, content, changes and edits suggested or made by Moneris to your website on your behalf; and **(ii)** ensure that you remove any editorial rights which you may have granted to Moneris when you no longer wish to receive the Website Development Service. Moneris is entitled at any time, and without prior notice, to discontinue providing you with the Website Development Service for any reason. The Website Development Service is provided to you on an “as is” and “as available” basis. All other representations or warranties, express or implied, including any warranties of merchantability or as to correctness, quality, accuracy or reliability or as to fitness for a particular purpose are specifically excluded and disclaimed. THE LIABILITY OF MONERIS TO YOU ARISING OUT OF, OR IN ANY WAY RELATED TO, THE WEBSITE DEVELOPMENT SERVICE, WILL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT AND GENERAL MONETARY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES, IF ANY, PAID BY YOU FOR THE WEBSITE DEVELOPMENT SERVICE TO MONERIS. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST MONERIS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND THE FOREGOING WILL CONSTITUTE YOUR EXCLUSIVE REMEDY.

# Moneris Total Commerce Addendum

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This Moneris Total Commerce Addendum is a addendum (the “**Addendum**”) to your Moneris Online Schedule and the merchant agreement (the “**Agreement**”) with Moneris Solutions Corporation (“**Moneris**”) and sets out the additional terms and conditions pursuant to which Moneris agrees to provide you with the Moneris Total Commerce POS (the “**MTC POS**”), the Wix POS Software (the “**Wix Software**”), as well as integration into Moneris’ debit and credit card processing services and other related payment services and systems. This Addendum does not supersede your Moneris Online Schedule or the Agreement which remains in full force and effect, except to the extent amended and supplemented by this Addendum. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Moneris Online Schedule or the Agreement. To the extent of any inconsistency between the terms and conditions of this Addendum and any other provision of the Moneris Online Schedule or the Agreement, the terms and conditions of this Addendum will govern with respect to its subject matter. We can change this Addendum at any time by giving you notice in accordance with the Agreement. Your continued use of the services set out in this Addendum after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Addendum.

1. If you are purchasing the MTC POS from Moneris, then the Sale of POS Supplies Schedules Terms and Conditions (located at [https://www.moneris.com/-/media/files/terms-and-conditions/sale\\_of\\_pos\\_supplies\\_schedule\\_october-2019.ashx](https://www.moneris.com/-/media/files/terms-and-conditions/sale_of_pos_supplies_schedule_october-2019.ashx)) applies and governs any applicable warranty period, return process associated with your purchase of POS hardware and accessories (“**POS Supplies**”).

2. Any fees for your use of the Wix Software (the “**Software Access Fees**”) set out in your Agreement (CAF) will be collected by Moneris. You acknowledge and agree that Moneris has the right to collect the Software Access Fees in accordance with your Agreement, including by: (i) setting off the Software Access Fees against all or some of your Transaction proceeds, funds in the Reserve and/or Holdback and/or any other payments or credit that you may be or become entitled to receive under the Agreement or otherwise from us or the Member; (ii) debiting any of your bank accounts (or combination thereof) in accordance with the Agreement; or (iii) demanding payment from you for any outstanding amount which shall be paid by you forthwith upon such demand.

3. Notwithstanding the foregoing, Moneris may, at any time and at its sole discretion, terminate this Addendum upon thirty (30) days' prior written notice to you. In addition, Moneris may immediately terminate this Addendum, without penalty, and without limiting any other remedy available to Moneris under this Addendum, the Agreement or otherwise in law or in equity, if: (i) the agreements between Moneris and Wix are terminated for any reason; (ii) Wix is unable or for any other reason stops providing the Wix POS Software; or (iii) the Agreement with you is terminated. Upon termination of this Addendum, you will immediately cease using the software and other services or materials provided by Moneris to you in connection with the MTC POS. For greater certainty, termination of this Addendum will not relieve you of any obligations or liabilities that have already accrued or that are otherwise stated to survive termination, and the rights and remedies of Moneris under this provision will be in addition to any other rights and remedies available to Moneris at law or in equity.

4. You understand and agree that the Wix Software will be provided to you by Wix.com Ltd. (“**Wix**”), that Moneris will provide you with cooperation and assistance to enable you to use the Wix Software, and that your use of the Wix Software will be governed by the software license terms of Wix located at: <https://www.wix.com/pos/hardware/purchase-and-service-terms> (“**Wix Software License Terms**”). Please therefore review carefully the Wix Software License Terms as they will govern your use of the Wix Software. Moreover, Moneris is not responsible for any software or services that you, or your service providers, install, access or operate on the MTC POS (“**Third Party Software**”). Moneris does not represent or warrant that the MTC POS will be interoperable with Third Party Software. You are solely responsible for obtaining all necessary rights to install, access or operate the Third Party Software on the MTC POS, for obtaining any required support and maintenance applicable to the Third Party Software and for complying with all terms and conditions applicable to your use of the Third Party Software.