# THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

## BY-LAW NUMBER 2026-__

**BEING A BY-LAW TO ENTER INTO A MERCHANT PROCESSING AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON AND FISERV CANADA LTD. (CLOVER) FOR CREDIT CARD AND INTERACT CARD PAYMENT PROCESSING SERVICES**

**WHEREAS** the Municipal Act, S.O. 2001, c.25 as amended, authorized municipalities to enter into an agreement;

**AND WHEREAS** the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enter into an agreement with Fiserv Canada Ltd. (Clover) for credit card and interact card payment processing services;

**AND WHEREAS** the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enact such a By-Law, approved by Resolution 2026-_____ passed by Council on , 2026.

**NOW THEREFORE**, the Council of The Corporation of The Township of Papineau-Cameron hereby enacts the following:

1. THAT the Mayor or Deputy Mayor and Clerk are hereby designated as signing officers and are authorized to execute a Merchant Processing Agreement with Fiserv Canada Ltd. (Clover) for credit card and interact card payment processing services.

2. THAT the Fiserv Canada Ltd. (Clover) Merchant Processing Agreement shall be attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.

3. THAT the Agreement shall be effective on date of signing, and shall remain in effect within accordance to the terms and termination section of the agreement.

4. THAT this by-law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS DAY OF **2026.**

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**MAYOR** **CAO / CLERK-TREASURER**

Language English

# Merchant Processing Agreement

Please review the information below and sign where required.

fiserv.

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## ☐ 1. Code Of Conduct Information Summary

### Date of Contract

The parties agree that this Agreement shall take effect on the date when we approve your request for services outlined in your Card Acceptance Form and continue in full force for an initial term of four years, and auto-renew for terms of six months (each, a "renewal term").

### Acquirer

Fiserv, 2630 Skymark Avenue, Suite 500, Mississauga, Ontario, L4W 5A4, 1-888-263-1938 & www.fiserv.com-ca/

### Cancellation of contract(s) and applicable penalties

Merchant's right to cancel

You may terminate without penalty due to the introduction of a new fee, a card brand reduction in costs unrealized in your fees or an existing fee increase, except one made in accordance with a pre-determined fee schedule as per the contract.

**Other cancellation rights**

Merchant may cancel the contract without penalty in the event of a material change to the terms of this Agreement or an addition of any material terms to this Agreement not previously negotiated and agreed to.

You have the right to cancel your agreement without penalty within 70 calendar days after the effective date of a fee increase or the introduction of a new fee. To exercise this right, please call 1-888-263-1938.

Your termination rights apply to both your Merchant Processing Agreement and the Equipment Lease Agreement. You agree that continued use of our Services and/or Equipment, after the effective date of any modification constitutes acceptance throughout the term of this Agreement.

**Early Termination and Fair Compensation:**

You acknowledge and agree to pay us the amounts on your Card Acceptance Form and in Article VI of the Terms and Conditions. Within 30 days of termination of this Agreement for any reason, you shall return the Equipment to Fiserv subject to Article VI of the Terms and Conditions. If you purchased your equipment, Fiserv will return the Equipment back to you after removing all of our proprietary software.

**Contract renewals**

Following the initial term of the Contract, the contract will auto-renew for terms of six months (each, a "renewal term"). This is despite any language in the contract to the contrary on renewals or extensions for longer periods

**Notice of non-renewal**

Should you not wish to renew the contract at the end of its term or any renewal period, you must call 1-888-263-1938 to give notice to Fiserv no less than thirty days prior to the end of the term or the renewal period.

### Complaint handling procedures

Fiserv has an established process for managing potential Code of Conduct compliance violations. If you have a complaint about a particular element of the Code of Conduct, please follow the process below:

STEP 1: Please make sure to first contact the Fiserv Help Desk at 1-888-263-1938. If you do not receive a resolution, please go to STEP 2

STEP 2: Please complete the Code of Conduct Complaint Form found at https://merchants.fiserv.com/en-ca/code-of-conduct/.

If Steps 1 & 2 do not resolve the complaint to your satisfaction, you may also contact the Financial Consumer Agency of Canada (FCAC) directly by: Telephone: 1-866-461-3222

Email: info@fcac-acfc.gc.ca

Write to: Financial Consumer Agency of Canada (FCAC)
6th Floor, Enterprise Building
427 Laurier Ave. West
Ottawa, ON K1R 1B9

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### Information about payment terminal



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Rented*
Purchased**
Leased***
*Refer to Section E of your Card Acceptance Form for monthly rental fee.
**Refer to Section E of your Card Acceptance Form for unit purchase cost of device.
***Referred to Page 1 of your First Data Global Leasing Equipment Lease Agreement that is a separate Agreement from the Fiserv Canada Ltd Card Acceptance Form. The Equipment Lease Agreement is non-cancellable unless a valid Code of Conduct event occurs on your Merchant Processing Agreement.

**Statements**
Online Electronic
Mailed

## Transaction return policy

Fiserv does not have a separate return policy. Refund (return) transactions are treated in the same manner as Sales (purchase) transactions.

## Code of conduct

The Code of Conduct can be accessed through the following link:https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html

## ☐ 2. Code Of Conduct Fee Disclosure

As part of our commitment to the Code of Conduct, we have prepared this Fee Disclosure showing the processing cost for each common Canadian issued payment type processed on your behalf based on the processing method used. The single rate disclosed is the sum of your Discount Rate, iPlus Fee, Network Assessment Fee, Card Brand Fee, Billback/Interchange Differential amount (if applicable), and the Non-Qualification Surcharge (if applicable).
Please feel free to call our customer service center at 1-888-263-1938 to discuss the Fee Disclosure Page should you have any questions.

| PAYMENT CARD TYPE | CARD/DEVICE PRESENT | CARD/DEVICE NOT PRESENT |
|---|---|---|
| These are the most common types of domestically issued cards and their processing methods. They do not represent all the possible fees and variations that are charged to merchants. | Means that the card/device was electronically read (contact or contactless interface or mag-stripe) | Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g. mail/telephone order, online, recurring payment) |
| **American Express Cards** | 0.00 | 0.00 |
| **American Express Prepaid Cards** | N/A | N/A |
| **American Express Cards -OptBlue tier 1** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Prepaid Cards - OptBlue tier 1** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Cards -OptBlue tier 2** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Prepaid Cards - OptBlue tier 2** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Discover Financial Cards** | 2.90%+$0.00 | 2.90%+$0.00 |
| **Interac Debit Cards** | $0.066 | N/A |

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| | | |
|---|---|---|
| **Interac Debit Cards- contactless** | $0.101 | N/A |
| **MasterCard Business Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Core Cards(Consumer Credit Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Corporate Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Prepaid Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard World Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard World Elite Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Muse Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Debit Cards** | N/A | 2.50%+$0.00 |
| **Union Pay Credit Cards** | 2.50%+$0.000 | N/A |
| **Union Pay Debit Cards** | 2.50%+$0.000 | N/A |
| **Visa Business Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Business Premium Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Corporate Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Corporate Premium Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Infinite Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Infinite Privilege Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Prepaid Cards (Consumer Prepaid Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Standard Credit Cards (Consumer Credit Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Debit Cards** | N/A | 2.50%+$0.00 |

## Small Merchant Business Effective Rates

*The Visa Canada Small Merchant Business Interchange Rate programs and Mastercard Canada Small Merchant Business Interchange Rate programs are volume driven progams. Merchants eligible for the Visa and Mastercard Small Merchant Business Interchange Program are defined as follows: Visa Canada defines a small business as a merchant who processes less than $300,000 in annual Visa sales. Mastercard Canada defines a small business as a merchant who processes less than $175,000 in annual Mastercard sales. Eligibility is determined by Visa and Mastercard, and merchants not meeting the criteria will not qualify and/or will be removed as small merchants and will not be eligible to receive the rate(s).

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Please feel free to call our customer service center at 1-888-263-1938 to discuss the Fee Disclosure Page should you have any questions.

| PAYMENT CARD TYPE | CARD/DEVICE PRESENT | CARD/DEVICE NOT PRESENT |
|---|---|---|
| These are the most common types of domestically issued cards and their processing methods. They do not represent all the possible fees and variations that are charged to merchants. | Means that the card/device was electronically read (contact or contactless interface or mag-stripe) | Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g. mail/telephone order, online, recurring payment) |
| **American Express Cards** | 0.00 | 0.00 |
| **American Express Prepaid Cards** | N/A | N/A |
| **American Express Cards -OptBlue tier 1** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Prepaid Cards - OptBlue tier 1** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Cards -OptBlue tier 2** | 2.50%+$0.00 | 2.50%+$0.00 |
| **American Express Prepaid Cards - OptBlue tier 2** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Discover Financial Cards** | 2.90%+$0.00 | 2.90%+$0.00 |
| **Interac Debit Cards** | $0.066 | N/A |
| **Interac Debit Cards- contactless** | $0.101 | N/A |
| **MasterCard Business Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Core Cards(Consumer Credit Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Corporate Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Prepaid Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard World Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard World Elite Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Muse Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **MasterCard Debit Cards** | N/A | 2.50%+$0.00 |
| **Union Pay Credit Cards** | 2.50%+$0.000 | N/A |
| **Union Pay Debit Cards** | 2.50%+$0.000 | N/A |

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| | | |
|---|---|---|
| **Visa Business Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Business Premium Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Corporate Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Corporate Premium Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Infinite Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Infinite Privilege Cards** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Prepaid Cards (Consumer Prepaid Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Standard Credit Cards (Consumer Credit Cards)** | 2.50%+$0.00 | 2.50%+$0.00 |
| **Visa Debit Cards** | N/A | 2.50%+$0.00 |

## ☐ 3. Code Of Conduct Fee Schedule

| MONTHLY FEES | |
|---|---|
| Monthly Fee | **$5.00** |
| Statement/Report Fee | **$0.00** |
| Interac Flash Fee (Contactless) | **$0.00** |
| Clover Flex 3 Maintenance Fee | **$0.00** |
| **OTHER FEES** | |
| Annual Fee | **$0.00** |
| Min Discount Fee | **$0.00** |
| Charge Back Billing | **$25.00** |
| PCI Quarterly Fee | **$0.00** |
| Application Fee | **$0.00** |

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|---|---|
| Annual Reg. Fee | **$0.00** |

## ☐ 4. Locations

### Location 1

DBA/Outlet Name
**THE TOWNSHIP OF PAPINEAU-CAMERON**

Suite #
**PO,BOX 630**

City
**Mattawa**

Province
**ON**

Postal Code
**P0H 1V0**

Standard Industrial Classification
**Government Services (Utilities, Taxes, etc)**

Products/Services you sell
**Property taxes Water and sewer utilities Municipal fees Permits and licenses Recreation programs and other township serv**

MCC
**9399**

Phone No
**7057445610**

Cust Phone
**7057445610**

Business Website URL
**https://papineaucameron.ca/**

Location Address
**4861 HWY 17**

Number of Employees
**5**

Contact First & Last Name

Contact Email address
**clerk@papineaucameron.ca**

**Time frame from transaction to delivery**

0-7 days
**100%**

8-14 days
**0%**

15-30 days

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| | |
|---|---|
| 0% | |

31+ days

| | |
|---|---|
| 0% | |

## Financial Data

| TOTAL ANNUAL VOLUME | |
|---|---|
| Annual Credit Card Volume (full service) | $40,000.00 |
| Amex Volume | $1,000 |
| Annual Interac Volume | $10,000 |
| Average Sale Amount | $250.00 |

| TRANSACTION TYPE | |
|---|---|
| Pin Transaction | 80% |
| Internet | 0% |
| MOTO or Keyed | 20% |
| **SWIPED VS. KEYED** | |
| Pin Transaction | 80% |
| Keyed | 20% |

## Processing Rates & Fees

In addition to the fees described here, you must pay us all Pass Through Fees. Pass Through Fees are fees imposed by the Payment Card Networks that we pass through to you as is. Pass Through fees are subject to change from time to time as the sole discretion of the Payment Card Networks. As such, you agree to pay all Payment Card Network interchange fees, assessment fees, and any other fees and charges imposed by the Payment Card Networks such as, but not limited to, Visa Canada, Mastercard Canada, Interac, Discover and Amex, and applied to payment card transactions from time to time (the "Pass Through Fees"). You agree to the additional PASS THROUGH FEES applicable to your account. **For details, please refer to** https://merchants.fiserv.com/en-ca/client-support/rates-fees/pass-through-fees/

FLATRATE

| | DISCOUNT RATE + TRANSACTION FEE |
|---|---|
| Visa Card Brand Fee | 0.00% + $0.00 |
| MasterCard Card Brand Fee | 0.00% + $0.00 |
| Discover Card Brand Fee | 0.00% + $0.00 |
| Inter App Tran | 0.00% + $0.05 |

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|---|---|
| Inter Decl Tran | 0.00% + $0.05 |
| Flash (Contactless) Interchange fee | 0.00% + $0.035 |
| Amex/JCB OptBlue Discount Rate | 2.50% + $0.00 |
| AMEX Card Brand Fee | 0.00% + $0.00 |
| MasterCard Discount Rate | 2.50% + $0.00 |
| Visa Debit Discount Rate | 2.50% + $0.00 |
| Visa Discount Rate | 2.50% + $0.00 |
| DiscoverFullService Discount Rate | 2.50% + $0.00 |
| UPI Credit Discount | 2.50% + $0.00 |
| UPI Debit Discount | 2.50% + $0.00 |
| Interac Switch Fee | 0.00% + $0.0158 |
| MasterCard Debit Discount Rate | 2.50% + $0.00 |

## Banking & Funding Information

Billing Frequency

**Monthly**

Funding Run

**9:30 pm EST**

## Equipment Details

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| MODEL CODE AND NAME | UNIT PRICE W/O TAX AND S&H | MONTHLY MAINTENANCE FEE | QTY | PURCHASE TYPE | INDUSTRY TYPE | TOTAL PRICE W/O TAX AND S&H |
|---|---|---|---|---|---|---|
| Clover Flex 4 | 0.00 | $0.00 | 1 | Rent | RETAIL | |

See Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

## Terminal Configuration Details

| CLOVER | |
|---|---|
| AUTO CLOSE TIME | 09:00 PM |
| AUTO SETTLE | Auto Settle |

## Clover Software Plan

| CLOVER SOFTWARE PLAN | |
|---|---|
| Clover software plans are billed separately through the Clover App Market. If you move to a new software plan in the Clover Dashboard, your monthly billing may change. See the Clover Dashboard for any applicable fees.<br>Payments<br>No monthly service plan fee. | $0.00 |

Freight Charge

$25.00

## Shipping Address

Address

4861 HWY 17

Suite #

PO,BOX 630

City

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SCHEDULE "A" TO BY-LAW 2026 –

Mattawa

Province

ON

Postal Code

P0H 1V0

Shipping Method

Overnight Shipping

**Total Freight Charges**

$25.00

## ☐ 5. Business Information

Company Name

THE CORPORATION OF THE TOWNSHIP

DBA/Outlet Name OF PAPINEAU-CAMERON

THE TOWNSHIP OF PAPINEAU - CAMERON

Business Address

4861 HIGHWAY 17

Suite #

PO,BOX 630

City

Mattawa

Jurisdiction of Business Formation

ON

Business Phone

7057445610

Mo/Yr The Business Started

05-1991

Organization Type

Public Body (Government)

Province

ON

Seasonal Merchant

No

Pricing Grid Indicator

None

Charge Back Delivery Type

Mail And Dispute Manager

Amex Opt Blue Marketing Material

Yes

PCI Compliance Product

PCI Compliance NO - Will opt the merchant in to not receive surveys

Hierarchy Bank

Caisse Populaire Alliance Limitee

Hierarchy Business

2902447

Sales Representative

William McMartin

Currency

CAD

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SCHEDULE "A" TO BY-LAW 2026-

Postal Code

**P0H 1V0**

Statement Delivery

**Email**

MCC

**9399**

### Transaction Return Policy

Return Policy

**Full Refund**

Separate return policy for credit card sales?

**No**

**% of refunds submitted in:**

0-3 days

**100%**

4-7 days

**0%**

8-14 days

**0%**

14+ days

**0%**

*By providing your email address, you consent to receive information to your email about special promotions and new product updates. You can withdraw your consent any time. The collection, use and disclosure of your email address are governed by the terms of the Privacy Policy.

## ☐ 6. Owner Information

### Owner 1

Owner/Partner/Officer Name

City

**Mattawa**

D.O.B

Home Phone

**7057445610**

Ownership %

**0%**

Email

**clerk@papineaucameron.ca**

Title

Province

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CAO/CLERK-TREASURER

ON

Residential Address

Postal Code

P0H 1V0

Owner Type

Authorized Signor

### Identity Verification Document 1

Document Type

Document Number

Place Issued

ON-Ontario

Principals must jointly or otherwise represent at least 51% ownership in the business.

## ☐ 7. Payments Accepted

DiscoverFullService

American Express/JCB

Interac Flash

Visa Debit

MasterCard

Visa

China Union Pay Credit

China Union Pay Debit

MasterCard Debit

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## ☐ 8. Certification of Non-US Taxpayer Status

**Please consult your tax advisor if you have any questions with respect to this section.**

Have you listed a U.S. address in this application (e.g., a business address, a residence address or a correspondence address)?

No

Have you instructed us to direct your payments from us under this Agreement to a bank account maintained in the U.S.?

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No

Have you requested us to make any payments to you under this [merchant agreement] in U.S. dollars?

No

## ☐ 9.Agreement Approval

On the date we approve your Form (the "Effective Date"), you agree to be bound by the provisions on this Form and ou terms and conditions found at https://merchants.fiserv.com/content/dam/firstdata/ca/en/pdf/CA-Merchant-Terms.pc (collectively, your "Agreement"). Capitalized terms, not otherwise defined in this Form, will have the meaning described i our terms and conditions. In the event of a conflict between provisions in our terms and conditions and your Forn (including any schedule to your Form [if applicable]), our terms and conditions will govern.

In the event that your Agreement is terminated prior to the end of the current term, you will be responsible to our affiliate fo the Equipment fair market value, per location (if applicable). We will assess an early termination fee of $500 penalty pe location as set forth in Article V of your agreement. If we terminate your Agreement for fraud, in addition to any applicabl Equipment financing and early termination fees, you will also be charged a security review fee of $600 for each of you locations. The parties agree that the initial term of this agreement shall begin on the Effective Date and continue in full forc for the term of Four years (the "initial term") and will auto-renew for terms of six months (each, a "renewal term").

Pass Through Fees are fees imposed by the Payment Card Networks that we pass through to you. Pass Through fees ar subject to change from time to time as the sole discretion of the Payment Card Networks. As such, you agree to pay a Payment Card Network interchange fees, assessment fees, and any other fees and charges imposed by the Payment Car Networks such as, but not limited to, Visa Canada, Mastercard Canada, Interac, Discover and Amex, and applied t payment card transactions from time to time (the "Pass Through Fees"). You agree that you are responsible for the fu amount of any increase imposed by the Payment Card Networks on any of the Pass Through Fees applied to paymer cards you accept.

The fees described in this section F of your Form are in addition to any charges or other amounts owing that are describe elsewhere in your Agreement. All fees set out in your Form will be charged in the month we approve your request fo services for each location.

If you indicate that you wish to accept card types not supported by us, you agree to allow us or our representative t contact the Association(s) in order to complete the appropriate application(s). It is our policy to obtain and validate certai information (including birthdates and other personal identification provided) in order to verify you and your principals identities, including matching records or credit information, while processing your Form and periodically, during the term c your Agreement.

You acknowledge that we outsource various services we provide in connection with our Services to affiliates and othe service providers outside of Canada. As such, your Personal Information obtained in connection with your Agreement ma be transferred by us or our affiliates to agents and service providers outside of Canada for the purposes set out in th "Confidentiality" section of your Agreement and your Personal Information may be processed outside of Canada an accordingly, subject to the legal requirements applicable in such foreign jurisdictions. Our ability to offer the Services an perform our obligations under your Agreement will depend on the ability of our affiliates and service providers to perforn the Services which will, in turn, be subject to the laws of the foreign jurisdiction where those affiliates or service provider are located.

**Each person whose information is on this Form consents to allow us to obtain credit, financial and relate personal or business information (including a credit information report) about them from any credit bureau o credit reporting agency in connection with the Agreement, and further consents to the collection, use an disclosure of Personal Information as described in the "Confidentiality" section of the Agreement and in the Fiser "Privacy Principles" document available at the website address:**

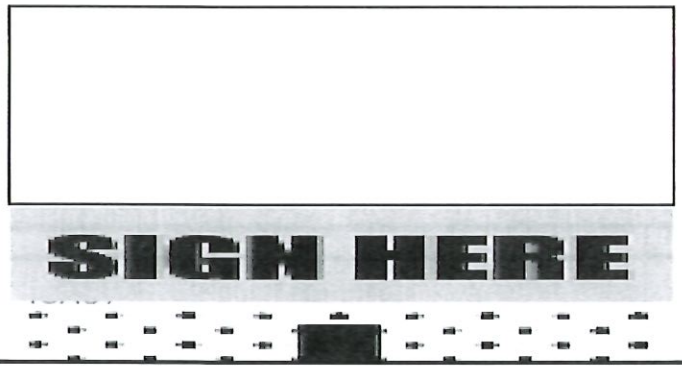
https://www.fiserv.com/en/about-fiserv/privacy-notice.html?rdf=/privacy&rdc=2021-10-01&rdr=2023-12-31 **or toll free at 1 888-263-1938. We may also obtain and share personal information with credit reporting and fraud preventio agencies to help detect and prevent fraud.**

**The parties hereby confirm their express wish that any documents and notices related thereto be drawn up i English and declare themselves to be satisfied therewith, the whole, however, without prejudice to any document which may from time to time be drawn up in French and English. Par les présentes, les parties confirment qu'elle souhaitent expressément que cette convention et tous les documents et avis connexe soient rédigés en anglais elles s'en déclarent satisfaites sans préjudice, toutefois, à tout document ou avis qui pourrait, de temps à autre être rédigé à la fois en français et en anglais.**

**Business Principal Signature:** DRAFT



SCHEDULE "A" TO BY-LAW 2026-




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## □ 10.General Terms & Conditions

Preface

Thank you for selecting Fiserv Canada Ltd. (FCL) for your payment processing needs. In these terms and conditions, unless otherwise specified, the terms "we," "us," or "our" refer to FCL, and the terms "you" or "your" refers to you, the merchant, the entity that executed the card acceptance form (the Form). FCL offers a comprehensive suite of services allowing merchants to: (1) select the types of payment cards they wish to accept; (2) choose from several point□of-sale (or POS) equipment and financing options; and (3) add telephone/mail order, Internet, and other emerging payment choices. Upon accepting the services that we have agreed to provide, you agree to be bound by these terms and conditions of this Agreement.

Introduction

FCL has relationships with Visa Canada Corporation and its affiliate Visa U.S.A. Inc. (collectively Visa), and Mastercard International Inc. (**Mastercard**). FCL or its affiliates has the relationship with Interac (**Interac**) Discover Financial Services (**Discover**), Amex Bank of Canada (**American Express**), UnionPay International (**UPI**), and other applicable companies, which enables FCL to offer merchants a suite of payment services in one, comprehensive agreement. FCL continues to develop and enhance our payment services and marketing channels. You may, from time to time, be contacted by independent companies who have contracted with us to market the payment services set forth in your Agreement.

FCL, is the member of Visa and MasterCard, is a licensee of the Payment Networks permitting it to acquire Visa and MasterCard transactions, and has sponsored FCL with the Payment Networks as a **Member Services Provider** (as defined in the Payment Network Rules). Accordingly, FCL shall perform certain functions in connection with authorization, processing, and settlement for you hereunder. You acknowledge that, notwithstanding anything contained in any or all of this Agreement (which includes the Annex(es), Operating Guide, attachment(s), schedule(s) or supplement(s) referred to herein, or amendments to any of the aforesaid) to the contrary, the Bank's obligations hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Agreement and the Payment Network Rules, and the Bank shall not have any obligation or liability of any nature in connection with any related services or any services of any kind provided by FCL or its affiliates provided hereunder or pursuant hereto.

**Article 1. Relationship Administration**

1. **Exclusive Provider.** You agree that during the initial and any subsequent renewal terms of your Agreement, you will use FCL as your exclusive provider for authorization, processing, and settlement of card transactions undertaken in all of your location(s) in Canada, and all other activities necessary for us to perform the functions specified in the Agreement (collectively, the Services). Subject to the Payment Network Rules (as defined in Section 3), the Services may be performed by our affiliates and/or service providers. In addition, one or more of our affiliates and/or service providers will assist in providing terminals or other equipment, terminal financing and local support functions in connection with the Agreement.

2. **Payment Account Requirements.** You agree to establish three accounts to enable us to provide the Services to you: (1) your Current Account, as defined in Section 2.1, will be where we transfer your Settlement Funds, as defined in Section 2.7; (2) your Settlement Fund Account, as defined in Section 2.7, will be where we maintain your Settlement Funds, prior to transferring them to your Current Account; and (3) your Reserve Account, which you agree to fund, all as described below in Section 2.10.

2.1. **Current Account.** You agree to establish an account at a financial institution of your choosing, to be debited and credited by us for: (1) provisional funding of your card transactions; (2) your Merchant Processing Rate, as defined in Section 18; (3) your Chargebacks, as defined in Section 10; and (4) any other charges, fines, fees, penalties, payment of current or past due amounts for equipment rental or purchase, Payment Networks fees, costs arising from replacement or damage to equipment, and other amounts due in connection with an Event of Default, as defined in Section 23.3, or other charges assessed by us, the Payment Networks, network operators, and others as pertains to this Agreement (your Current Account). Establishing your Current Account requires that you provide us with a cancelled cheque (or letter from your financial institution) and take all steps required by your financial institution to allow us to debit/credit your Current Account on a recurring basis, for the purposes set forth below (the Authorization), including consenting to the disclosure of any relevant information contained in your Agreement for purposes of obtaining the Authorization.

2.2. **Preauthorization.** Your financial institution's treatment of each debit shall be the same as if you had issued a cheque authorizing it to pay as indicated and to debit the amount specified to your Current Account. You confirm that this means your financial institution is not required to verify that a pre□authorized debit has been issued in accordance with your instructions or that some precondition to payment has been met or satisfied.

2.3. **Payment Networks.** You agree that if any payment is dishonored by your financial institution, for any reason, we shall issue another debit in substitution for the dishonored debit until such debit is honored. You acknowledge that this authorization to debit/credit your Current Account is provided for our benefit and your financial institution and is provided in consideration of your financial institution agreeing to process debits against your Current Account in accordance with the rules of the Payment Networks. You will be charged a fee for each credit and debit, which cannot be processed (an NSF Fee as described on your Form), and all subsequent funding may be suspended until you notify FCL that credits and debits can be processed or you provide a new Authorization (from your then current financial institution). Your financial institution must be able to process and accept credits and debits electronically.

2.4. **Notice For Non-Recurring Debits.** You waive the right to receive any notice, written or otherwise, from us of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates for regular recurring debits. However, for debits other than regular recurring debits and/or one-time payments owing in connection with this Agreement, we will obtain your authorization prior to initiating any such debit.

2.5. **Authorization Revocation.** You may cancel your Authorization at any time by providing written notice to FCL, which shall be effective five business days [a day, other than Saturday or Sunday, on which banks in Ontario are generally open for business (a Business Day)] after receipt. To obtain a sample cancellation form, or for more information on the right to cancel this Authorization, you understand that you may contact your financial institution or visit www.cdnpay.ca. This Authorization applies only to the method of payment; however, you agree that revocation of this Authorization is considered an Event of Default as set forth in Section 23.3. This Authorization may be discontinued by us at any time and without notice to you. You confirm that the debits authorized hereunder are for business purposes.

2.6. **Merchant Recourse.** You can contact us at the address or phone number below, to make inquiries, obtain information, or seek any recourse rights. You understand that you have recourse rights if any debit does not comply with this Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.

2.7. **Settlement Funds.** Subject to our rights under this Agreement, all settlement funds received from Payment Networks and owing to you pursuant to this Agreement (the Settlement Funds) will be held by us until transferred to your Current Account in accordance with Section 9 (the Settlement Funds Account). Such funds will not constitute a deposit with us, will bear no interest, charges, or fees, nor will they be eligible for insurance with Canada Deposit Insurance Corporation.

2.8. **Entitlement to Funds.** You are entitled to funds in your Settlement Funds Account, once we transfer them to your Current Account. As permitted by law, we may, from time to time combine, consolidate, or merge any or all of your funds and other accounts; and set off, apply, or transfer any and all such sums standing to satisfy any debt or liability that you owe us, including any debt or liability incurred to effect any required currency conversions.

2.9. **Settlement Funds Information and Service Providers.** FCL may record or store information related to your Settlement Funds and Settlement Funds Account in any form or by any means as we see fit and are under no obligation to retain original documents, instruments, or vouchers other than those belonging to you, which you have entrusted to us pursuant to the provisions of the Services contemplated in your Agreement. We may use services provided by an electronic data processing service bureau/organization in connection with keeping any Settlement Funds Account or Reserve Account.

2.10. **Reserve Account.** You understand that we may require you to establish a reserve account based upon you committing an Event of Default or upon receipt of your notice of termination of this Agreement (the Reserve Account). You understand that the amount you will be required to fund in this Reserve Account will be determined based on factors such as: (1) the amounts of previous settlements, Chargebacks, assessments, and fines/penalties; (2) the frequency and amounts of credits and adjustments; (3) the value of any goods and/or services billed in advance of fulfillment; and (4) the amount of any fees or discounts due along with any current or anticipated Payment Networks fees or fines. Upon receipt of notice from us, you agree to fund the Reserve Account as set forth in your notice; except, in instances of an Event of Default, you agree to fully fund said Reserve Account immediately. You agree to fund the Reserve Account through any combination of: (1) debits to your Settlement Funds Account and Current Account (and any other accounts held by us or our affiliates); (2) deductions or off sets to any payments otherwise due to you; or (3) your delivery to us of a letter of credit, issued or established by a financial institution acceptable to us. In the event you fail to fund the Reserve Account, we may fund it as set forth in subsections (1) and (2) above. If funds in your Reserve Account are not sufficient to cover Chargebacks, adjustments, Merchant Processing Rate, and other charges due from you, or if we have released funds in your Reserve Account, you agree to promptly pay us such sums upon request. In the event of termination of this Agreement, you agree to immediately establish a Reserve Account which will be held by the Bank for the greater of ten months after termination of your Agreement or for such longer period of time consistent with our liability for card transactions in accordance with the Payment Network Rules, defined in Section 3. Amounts maintained in the Reserve Account may bear interest. We may, to the extent permitted by law and without notice, from time to time, set off, apply, or transfer any and all sums standing to the credit of the Reserve Account in or towards the satisfaction of any indebtedness or liability you may incur to us under your Agreement.

2.11. **Reserve Account Security.** You irrevocably grant us a lien and security in and to any of your funds in the Reserve Account that we may require that you establish and fund as otherwise set forth in your Agreement. To this end, in addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you, at any time, and from time to time, without demand, but upon written notice to you, or to any other person (any such demand being hereby expressly waived), to set off and to appropriate and to apply any and all such funds against and on account of your obligations to us and our affiliates under your Agreement, whether such obligations are liquidated, unliquidated, fixed, contingent, matured, or unmatured.

2.12. **Special Reserve Account.** You agree that upon notice of your intent to terminate your Agreement, from the date of your termination notice through the actual date of termination and thereafter, you will maintain at a minimum,

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an amount equal to the sum of: (1) the total dollar amount of your Chargebacks; (2) any reserves or letters of credit that you have on deposit with us; and (3) our Merchant Processing Rate during the previous six months of the date of your termination notice, with such amounts to be held in your Reserve Account in accordance with your Agreement.

3. **Payment Network Rules.** The parties to this Agreement acknowledge that they agree to be bound by all applicable operating rules and regulations (the Payment Network Rules) of FCL (https://merchants.fiserv.com/en-ca/?customer-center/getting-started.html), Visa (visa.ca), MasterCard (mastercard.ca), Discover Rules and Regulations (see Article 7), Interac Rules (see Article 8), American Express Rules (http://www.americanexpress.ca/merchantguide), UnionPay International (see Article 10), any other Payment Network that is applicable to this Agreement (collectively, the Payment Networks) and including the Payment Card Industry Data Security Standards (PCI DSS) (www.pcisecuritystandards.org/) and any Payment Networks, network, or government agency rules related to the protection of consumer and transaction information security. The parties also acknowledge that the Payment Networks publish and make available their Payment Network Rules, bulletins, alerts, and directives and agree that it is each party's sole responsibility to review and comply with any such publications as may be applicable to them for compliance with the Payment Network Rules and this Agreement.

3.1. **Merchant Use of Payment Networks and Our Marks.** You acknowledge that you are familiar with the names, logos, symbols, and trademarks (collectively, the Marks) as published by us and the Payment Networks and agree that you will prominently display standard decals, signs, service marks, and other promotional materials as required by us and the Payment Networks. You agree not to alter any Marks, display one Payment Networks' Mark more prominently, indicate that any Payment Network endorses your products or services, or violate any other Rule or our requirements related to the use and display of any Mark.

3.2. **Cardholder Documentation.** You agree that you will only process (including imprinting, transmitting, or depositing proceeds from) transactions for your own goods and services. You will ensure that every transaction receipt (or other evidence of Cardholder indebtedness) accurately describes the goods or services sold and delivered.

3.3. **Delivery of Goods and Services.** You agree that you will not process transactions related to your goods and services that you do not provide to the Cardholder at the point-of-sale (Prepayment Transactions) unless we have provided you with written consent to process such transactions. You agree to formally notify FCL (via the channels identified in Section 22) and request approval from us, at least 60 days in advance of your intention to conduct Prepayment Transactions.

3.4. **PCI Data Security.** You agree that you, your employees, agents, representatives, subcontractors, providers of point-of□sale solutions or systems or equipment, and any other party to whom you may provide access to payment card data will comply with PCI security standards at all times. At a minimum, you agree to:

1. Install and maintain a secure network firewall to protect payment card data (data) across public networks
2. Encrypt stored data and data sent across networks
3. Use and regularly update antivirus software and keep security patches up to date
4. Restrict access to data by business "need to know", assign a unique ID to each person with computer access to data, and track access to data by unique ID
5. Not to use vendor-supplied defaults for system passwords and other security parameters
6. Regularly test security systems and processes
7. Maintain a policy that addresses information security
8. Restrict physical access to payment card data.
9. Not to store or retain Card Validation Codes (three-digit values printed in the signature panel of most payment cards, and a four-digit code printed on the front of an American Express Card)
10. Not to store or retain Magnetic Stripe data, PIN data, or AVS data. Only Cardholder account number, Cardholder Name, and Cardholder expiration date can be retained subsequent to transaction authorization
11. To destroy or purge all Media containing obsolete transaction data with Cardholder information
12. To keep all systems and Media containing Card account number, Cardholder, or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party

You agree you may be subject to ongoing validation of your compliance with PCI security standards, and we retain the right to conduct an audit at your expense, performed by us or a third party designated by us to verify your compliance, or that of your agents or third-party providers, with security procedures and the Agreement.

You agree to notify us as soon as reasonably practicable and in no event more than 24 hours after becoming aware of (1) any suspected or actual data security breach in any of your systems or databases used to conduct or in any way process payment card transactions or to store payment card data, including websites or electronic links used to conduct payment card transactions, and (2) any noncompliance by you with the PCI security standards. Such breaches shall include third-party incursions that could in any way result in access to payment card transaction information, payment card account information, or Cardholder information.

You must, at your own expense (1) perform or cause to be performed an independent investigation (including a forensics analysis) of any data security breach of Card or transaction data, (2) perform or cause to be performed any remedial actions recommended by any such investigation, and (3) cooperate with us in the investigation and resolution of any security breach.

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4. **Confidentiality.** The parties agree that, unless they obtain consent from the other party, each applicable Payment Network, the Cardholder, and the issuer of the Cardholder's payment card, they will not use, disclose, sell, or disseminate any payment card information obtained in connection with a payment card transaction except for purposes of authorizing, completing, and settling card transactions and resolving Chargebacks, retrieval requests, or similar issues involving card transactions, other than as may be required for a court or governmental agency request, subpoena, or order. Neither party will obtain ownership rights in any information relating to and derived from card transactions except as set forth in the Payment Networks Rules. The parties also agree not to hold each other liable for any disclosure of confidential information made pursuant to the terms of this Agreement.

4.1. **Protecting Cardholder Information.** Personal information means information about an identifiable individual as defined and limited by the Personal Information Protection and Electronic Documents Act (PIPEDA Canada) or similar, applicable provincial privacy regulation (Personal Information). Payment card information is considered Personal

Information. You agree that you will not compile lists of payment card information or transaction information. You also agree to secure all Personal Information, including transaction receipts, contracts, rental/lease agreements and warranty information. The parties agree that securing Personal Information includes limiting access to select personnel (required for compliance with your obligations under this Agreement) and destroying such Personal Information in a manner that ensures that it is not readable, when no longer required for purposes of compliance with your Agreement.

4.2. **Collection, Use, and Disclosure of Personal Information.** You (and if necessary, each principal, guarantor, or other individuals that have signed your Form) agree and consent to the fact that we may, from time to time, use your credit, financial, and related Personal Information provided by you or otherwise obtained in connection with this Agreement and any update, renewal, or extension of same for the following purposes: (1) evaluate current and ongoing credit worthiness; (2) evaluate your eligibility for the Services and establish, administer, service, and collect in respect of the Services and enforce provisions of your Agreement; (3) to share personal and credit information with and collect such information from our affiliates, agents, representatives, credit reporting agencies, businesses, and financial institutions pursuant to the provision of the Services contemplated in your Agreement; (4) to verify your identity including matching records or credit information; (5) to share Personal Information in connection with your Authorization, POS equipment (the Equipment) sale/rental, automatic debit process and with third parties to register a security interest as contemplated in your Agreement; (6) for detecting and preventing fraud and complying with anti-money laundering and terrorist financing regulations, including checking your identity against watch lists established by regulatory agencies or similar bodies in Canada and foreign countries; (7) for evaluating the performance of our merchant portfolio; (8) to allow our service providers to collect, use, store, or process Personal Information on our behalf; (9) to meet legal, regulatory, audit, processing, and security requirements; or (10) from time to time, to determine your eligibility for and occasionally to communicate with you regarding additional products, services, or business opportunities (you may withdraw consent for this purpose by contacting us at 1-888- 263-1938). We may otherwise collect, use, and disclose Personal Information as permitted or required by law. You also authorize us to obtain financial, credit, and other information relating to you, from credit reporting agencies, businesses, and financial institutions with which you make arrangements with, and references you have provided, in connection with our decision to provide the Services and monitor your financial and credit status and to help us manage risks including to help detect and prevent fraud. Additionally, you agree to authorize us to share information concerning you and your business with any of our agents and/or affiliates and applicable Payment Network, Payment Network members, and credit reporting and debt recovery agencies in connection with the performance of the Services set forth in your Agreement and to help manage our risks including to help detect and prevent fraud. You understand that some of our affiliates or service providers may be located outside Canada, and your Personal Information may be transferred or processed outside of Canada, subject to legal requirements applicable to us and our service providers or affiliates, including those requirements set forth by foreign jurisdictions. We may also use your (and each principal guarantor or other individuals that have signed your Form) business and Personal Information and disclose such information to parties connected with or involved in the proposed or actual financing, insuring, securitization, sale, assignment, or other disposal of all or part of our respective businesses or assets (including, for example, your Agreement, accounts or amounts owing to us) for the purposes relating to the evaluation and/or performance of these transactions. Successors and assignees of our business or assets may collect, use, and disclose your business or Personal Information as described in this section.

4.3. **Authorization to Obtain Personal Information.** You warrant that you have the necessary consent of your principals, guarantors, and other individuals whose Personal Information we have obtained in connection with this Agreement for the purposes described above. For further information about FCL's Personal Information practices, you may obtain a copy of FCL's Privacy Principles available at the website address https://merchants.fiserv.com/en-ca/ and/or toll-free at 1-888- 263- 1938. The consents contained in your Agreement will be valid for so long as required to fulfill the purposes described above. Authorized employees and agents of ours, that require access to your Personal Information will have access to your file, which will be accessible through our affiliates' merchant services facilities in the United States. If you wish to access or make corrections to your Personal Information in our possession, you may notify FCL as set forth in Section 22.

4.4. **Third-Party Arrangements.** Subject to the Payment Network Rules, the parties agree that if they make arrangements with a third party to collect, process, or store Personal Information (including names, account numbers, Social Insurance Numbers, addresses, telephone numbers, or birthdays), each party is solely responsible for ensuring such third party complies with Payment Networks, PCI DSS, network, and our requirements related to Personal Information, including payment card and transaction information, confidentiality, and security. The parties also agree that any third-party arrangement will be documented with a written and executed contract, which includes obligations substantially similar to the ones in your Agreement regarding confidentiality, information security, and PCI DSS. You further agree to provide our representatives with reasonable access to your facilities and records for the purpose of performing any reasonable inspection and/or copying of your books and records.

5. **Facility and Infrastructure.** You acknowledge and agree that you are solely responsible for the implementation, maintenance, and security of your locations, the Equipment used in processing transactions under this Agreement, communication lines, power supply services, and all other facility and infrastructure costs.

6. **Merchant Employee Responsibilities.** You agree to ensure that all Equipment is monitored during and closed/turned off after business hours to minimize the risk of unauthorized use. You agree to develop security procedures and train your employees on them. Security procedures will include your use of employee shift logs (maintained for a minimum of 12 months), and directions/conditions for contacting us in the event your employees suspect that your Equipment has been lost, stolen, or tampered with. Article 2. Card Transactions The following sections summarize the procedures required for you to accept credit and debit cards issued by Visa, MasterCard, Interac, and any other Payment Network payment cards that you accept for payment of your goods and services.

7. **Card Acceptance and Authorization.** You agree to accept credit and debit cards issued by members of the Payment Networks identified on your Form. When a Cardholder or authorized user presents a credit or debit card for payment, you agree that you will perform the following tasks:

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7.1. **Fair Acceptance.** You agree to: (1) sell your goods and/or services at the ticketed or posted price; (2) not impose fees or special conditions not required or allowed by the Payment Networks Rules (including minimum or maximum transaction amounts); and (3) not offer a discount unless clearly disclosed as a discount from the price available for all other means of payment.

7.2. **Card Examination.** You agree to swipe or imprint the card, or where applicable, permit cardholder to insert the chip card into a chip card reader or tap their card/phone/contactless form factor on the contactless reader, only to allow Cardholders to purchase your goods and/or services. You agree to: (1) inspect the card signature panel for signs of tampering or alteration (not applicable to chip and contactless transactions); (2) verify that the signature on the card matches the transaction record (not applicable to chip and contactless transactions); (3) not require Cardholders to supply Personal Information (e.g., home/ business address or driver license number) as a condition for completing the transaction, unless instructed during the authorization process; (4) not allow an individual, who is not the Cardholder, to use the card for purchases; and (5) not allow the use of a card to submit a transaction to refinance or transfer a previous debt or to pay for a dishonored cheque.

7.3. **Transaction Authorization.** You agree to obtain an authorization approval code (AA Code) for all transactions. You agree that failure to obtain an AA Code for a sales transaction may result in a Chargeback and/or the termination of your Agreement. AA Codes can be obtained through your Equipment, the voice response unit (VRU), or the interactive voice response (IVR) system. Any fees that may be related to authorizations will be charged as a "Request for Authorization Approval Code," whether or not the transaction is approved. You understand that an AA Code only indicates the availability of credit on an account at the time the authorization is requested and does not warrant that the person presenting the card is the rightful Cardholder, nor is it a promise or guarantee that you will not be subject to a Chargeback or debit.

7.4. **Transaction Referral.** You agree that if you receive a referral response to an attempted authorization, you will not attempt another authorization on the same card through your Equipment. You further agree that you are responsible for all Payment Networks assessed fines, fees, or termination of your Agreement for actions related (but not limited) to: (1) failure to obtain an AA Code; (2) submitting a transaction after receiving a decline (even if a subsequent Authorization attempt results in an AA Code); or (3) attempting to submit multiple/partial transactions or multiple authorizations and transaction(s).

7.5. **Manual Card Acceptance.** If accepting card transactions manually or your Equipment is unable to read a card that you swipe or you do not have chip card enabled Equipment, you agree that you will obtain authorization from us for every purchase that exceeds your merchant floor limit (which we will provide you from time to time), using transaction forms supplied or approved by us. You understand that unembossed cards cannot be authorized manually and if accepted for payment, expose you to a higher risk of Chargeback liability. You agree that, if you choose to process card transactions manually, you must: (1) imprint the embossed information from the card and the merchant plate (your name and merchant number) onto the transaction record; (2) verify that the signature on the transaction record matches the signature on the back of the card; (3) provide a transaction record to the Cardholder; (4) keep a copy of the transaction record for a minimum of 18 months (longer if required by local regulations); and (5) issue credit vouchers for refunds (if Cardholder is entitled) where the original purchase was made with a card.

7.6. **Issuing Credit Vouchers.** You agree that you are responsible for issuing credit vouchers to cover any refund, price adjustment or other money adjustment due to the Cardholder (other than any involuntary refund required by applicable law). You further agree that you: (1) will not return cash if a card was used in the original purchase; (2) will process each refund or adjustment as specified in the applicable Payment Network Rules; (3) may establish a policy limiting refunds or acceptance of returned goods, provided that it follows the refund/return procedures established by each Payment Network including the proper disclosure of such policy; and (4) will not accept money from a Cardholder to effect a deposit to the Cardholder's account.

7.7. **Suspect Transactions.** If the appearance of the card being presented or the behaviour of the person presenting it is suspicious in nature, you agree to immediately call the voice authorization centre (1-800-370-0466) and ask to speak to a code 10 operator for a "Code 10 Authorization." You agree to answer all questions and follow operator's instructions. If you swipe cards, you agree to confirm that the account number displayed on the Equipment and transaction record matches the number on the card. You agree that if the numbers do not match, you will not accept the Card for payment, EVEN THOUGH AN AUTHORIZATION CODE FOR THE MAGNETICALLY SWIPED CARD NUMBER MAY BE RECEIVED.

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8. **Submission /Deposit of Card Transactions.** You agree that you shall present for payment only valid charges that arise from transactions between you and bona fide Cardholders. You agree to enter each sales transaction into your Equipment (unless your Equipment is not working), conduct, at least once a day, an end-of□day balance of the sales transactions for each piece of Equipment and electronically deliver transaction records for all Card transactions, to be processed and settled, prior to the deadlines which you will be advised of from time to time. Failure to do so may result in non-compliance fines.

9. **Transaction Settlement.** You understand that we will only settle your transactions as specified in your operating procedures guide (the Operating Guide also referred to as Your Payment Acceptance Guide), which is provided as part of your FCL welcome kit. After presentment of your transactions, we will initiate an electronic funds transfer of applicable Settlement Funds from your Settlement Funds Account to your Current Account. You understand and agree that while settlement will generally occur within two to three Business Days after the Business Day that you presented the transaction, we will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including any Payment Network or financial institution, but excluding our service providers and affiliates.

9.1. **Settlement Calculation.** You agree that we will generally settle card transactions based on gross sales, less credits/refunds, adjustments, the applicable Merchant Processing Rate when due, Chargebacks, and any other amounts that you owe us.

9.2. **Provisional Debit/Credit.** You agree that all deposits, credits (and other payments) to your Settlement Funds Account and to your Current Account are subject to our final audit, Chargebacks, and Payment Networks imposed assessments, fees and fines. You agree that we may debit/credit your Settlement Funds Account, Current Account and/or Reserve Accounts for any deficiencies, overages, fees, Merchant Processing Rate and pending Chargebacks

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and any pending Payment Networks assessments, fees and fines, including any pending PCI related fees, fines and/or assessments. We may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

9.3. **Merchant Receivables.** Upon our payment of all amounts owed to you, in connection with the processing of a card transaction, you agree to assign to us (and grant us a security interest in) all of your rights, title, and interest in and to the amounts or receivables owed from the applicable Payment Networks or network organization, and further agree that we have the sole right to receive payment under such receivables. You agree to represent and warrant that you have the only claim, demand, defence, or set off against such receivable except as authorized in writing by us. You further represent and warrant that you have no knowledge, nor have received any information that would affect the collection of the amount involved from the Cardholder.

10. **Transaction Chargebacks.** A Chargeback is a disputed card transaction that is returned to us by a card issuer. Upon notice of a dispute, you agree that it is your responsibility to resolve it directly with the Cardholder. If we receive a Chargeback notice, we will debit your Settlement Funds Account, Current Account, or Reserve Account for the amount of the Chargeback. In some cases, a card issuer may request a copy of the transaction record prior to initiating a Chargeback. We will forward these requests to you and deliver your response to the card issuer. You understand that you must respond to these requests within the time frames and manner stated. Due to the short time requirements imposed by the Payment Networks, your failure to respond timely will be communicated to the card issuer and may result in a Chargeback(s) as well as Payment Networks related costs or fees. You agree that comprehensive Chargeback procedures are published by each Payment Network and the following is intended to serve only as a general guideline for compliance:

10.1. **Document Request Procedures.** To address a card issuer's transaction record request, you should: (1) make a legible copy of the transaction record, centered on a letter size sheet of paper (one transaction record per page); (2) write the case number on the copy; (3) include copies of hotel folios, car rental agreements etc. that may be applicable to the disputed transaction; (4) include a copy of the credit voucher, if applicable; and (5) fax or mail the copies to the number/address on the request. You understand that letters are not acceptable substitutes for transaction records. If the information you provide is both timely and, in our sole discretion, sufficient to warrant representment and/or reversal of the Chargeback, we will do so on your behalf. You understand that representment and/or reversal are contingent upon card issuer/Cardholder acceptance under the applicable Payment Network Rules.

10.2. **Chargeback Reasons.** You understand that at the time of a transaction, if you do not follow proper procedures, the transaction may be subject to Chargeback. The following outlines the most common types of Chargebacks, categorized into seven broad groups: (1) "Card Authorization Issues" including no account number verification, full authorization not obtained, expired card; (2) "Cancellations and Returns" including credit not processed and cancellation of a recurring transaction; (3) "Fraud" including counterfeit transaction, unauthorized or fictitious account number; (4) "Non-Receipt of Goods and Services"; (5) "Processing Errors" including late presentment of a transaction record, incorrect account number, code, or amount; (6) "Quality of Goods and Services" including defective goods; and (7) "Non□Receipt of Information" including the codes: "transaction document not received" or "document was illegible."

10.3. **Europay/MasterCard/Visa (EMV) Chip Card Compliance**. You agree that if you choose not to upgrade to Equipment that has been certified EMV chip card compliant and enabled, you may be liable for payment of any transactions submitted for Chargeback by the applicable EMV chip card issuer(s), due to lost, stolen, and never received issue fraud claims.

## Article 3. Additional Services

11. **Mail, Telephone and Internet (eCommerce) Order Services**. You agree that you will obtain prior express consent (including any requests to accept payment in currency other than Canadian dollars from us before providing telephone, mail, and eCommerce (collectively, Card Not Present or CNP) services to Cardholders. We will review your request on your Form and notify you of our decision. You may only engage in CNP orders provided they do not exceed the percentage of your CNP transaction volume as set forth on your Form. You agree that failure to adhere to this requirement may result in termination of your Agreement. You agree that you must register as a merchant conducting Internet transactions and obtain a special Electronic Commerce Indicator code, to be added to your authorization and settlement records, before conducting eCommerce transactions. You understand that failure to complete this registration can result in Payment Networks imposed fines and penalties.

11.1. **CNP Chargeback Risk.** You understand that CNP transactions have substantially higher risk of Chargeback, since there is no electronic/imprinted card presentment record or signed transaction record, and you assume all risk associated with accepting CNP transactions.

11.2. **CNP Order Best Practices.** To reduce the likelihood of Chargebacks related to CNP orders, we recommend that you: (1) obtain the card expiration date; (2) clearly print Cardholder's account number, effective and expiration dates, date of transaction, description of goods and services, amount of transaction (including shipping, handling, insurance etc.), Cardholder's name, billing address and shipping address, AA Code, your name and address (city and province required); (3) write "MO" for mail and "TO" for telephone orders on the transaction record signature line; (4) maintain a signed Cardholder authorization to submit mail orders; and (5) obtain written transaction verification on telephone orders.

11.3. **Prior Notice of CNP Payment Services.** In addition to the notice and approval required during the acceptance process, you agree to provide FCL 60 days' prior written notice of your intent to convert all or part of your business to CNP payment services. You agree to wait until you receive written approval from us before offering CNP payment services. You understand and agree that the sale or disclosure of Personal Information, or other card transaction information to third parties is prohibited, the violation of which may result in Payment Networks and regulatory sanctions and termination of your Agreement.

11.4. **Internet Notice Requirements.** You agree to review and abide by all Payment Network Rules and requirements for the acceptance of payment, display of Marks, retention of records, dispute processing, information security, and any other requirements set forth in any guideline, bulletin, alert, or other Payment Network publication related to Internet payment services, notices, and disclosures. We require that the following (if applicable) be included/displayed in any Internet website that advertises acceptance of Payment Networks cards applicable to this Agreement: (1) a

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complete description of the goods or services offered, including technical requirements, if any; (2) your customer service telephone number or e-mail address; (3) any applicable export or legal restrictions or conditions; (4) your consumer data privacy and transmission of Personal Information policies; (5) a description of your transaction security processes; (6) an itemized list of prices including taxes, shipping charges, and the method of shipping; (7) a description and estimated amount of any additional charge(s) (e.g., delivery charges, customs fees) that applies or may apply; (8) the total amount payable and the amount and frequency of any periodic payments; (9) a description of any trade-in arrangement and allowances; (10) service related information (e.g., where will services be performed, for whom, third-party providers, etc.); disclosure of the country where the merchant outlet is located; (11) all required Payment Networks trade and service marks; and (12) your physical address. You further acknowledge and agree that FCL is not responsible for the security of the Cardholder data or information stored on our or any Internet service provider's computers, systems, or website(s) and that you will be solely responsible for any liability, fines, or penalties arising from its use, storage, or dissemination of cardholder data.

11.5. **Switched Transactions.** You agree that under no circumstances will we be liable for any settlement amounts pertaining to switched transactions. You understand that your sole recourse shall be to the applicable card issuer or Payment Network.

11.6. **Card on File (Stored Credential) Transactions.** Merchants that process partial and full prepayments, Installment transactions, and Recurring transactions using Stored Credentials (also referred to as Card on File) must obtain cardholder consent. When capturing a Stored Credential for the first time, you agree to establish an agreement with the Cardholder that contains all of the following:

1. A truncated version of the Stored Credential (for example, last four digits of the Account Number), as it may be updated from time to time
2. How the Cardholder will be notified of any changes to the agreement
3. How the Stored Credential will be used, and
4. The expiration date of the agreement, if applicable.

In addition, before processing an Installment Transaction, Recurring Transaction, or Unscheduled Card on File Transaction, you agree to obtain the Cardholder's express informed consent to an agreement that contains all of the following:

1. The Transaction amount (including all associated taxes and charges) or a description of how the Transaction amount will be determined 2. The Transaction currency
3. Cancellation and refund policies
4. The location of the Merchant Outlet
5. In addition, for Installment Transactions, both:

(a) Total purchase price

(b) Terms of future payments, including the dates, amounts, and currency

6. In addition, for Recurring Transactions, the fixed dates or intervals on which the Transactions will be processed
7. In addition, for Unscheduled Card-on-File Transactions, the event that will prompt the Transaction (for example: if the Cardholder's balance falls below a certain amount)

When capturing a Stored Credential for the first time, you agree to do all of the following:

1. Either:

– Submit an Authorization Request for the amount due

– If payment is not required, submit an Account Verification

2. If the initial Authorization Request or Account Verification is not approved, not store the Cardholder's credentials.

For a Transaction using a Stored Credential initiated by the Cardholder, you agree to validate the Cardholder's identity (for example: with a login ID and password) before processing each Transaction. For an Installment Transaction, you agree to the following:

• If an Authorization Request for a subsequent payment is declined, you agree to notify the Cardholder in writing and allow the Cardholder at least seven days to pay by other means.

• You agree not to process an initial Installment Transaction until the merchandise or services have been provided to the Cardholder.

• You agree to provide a simple cancellation procedure, and, if the Cardholder's order was initially accepted online, provide an online cancellation procedure.

• You agree not to complete a Transaction:

– Beyond the duration expressly agreed by the Cardholder

– If the Cardholder requests that the Merchant or its agent change the payment method

– If the Cardholder cancels according to the agreed cancellation policy

– If you receive a Decline Response

For an Installment Transaction, if the Cardholder cancels within the terms of the cancellation policy, you agree to provide the Cardholder both of the following within three business days:

• Cancellation or refund confirmation in writing

• Credit Transaction Receipt for the amount specified in the cancellation policy

You agree to refund the full amount paid if you do not adhere to the terms of the sale or service.

12. **Dynamic Currency Conversion (DCC).** In some instances, we may offer you DCC services. If DCC is available and you wish to offer it to Cardholders, you agree to: (1) obtain our prior written approval to offer DCC; (2) inform Cardholders that DCC is optional; (3) not impose any additional requirements on the Cardholder to have the transaction processed in local currency; (4) not misrepresent that DCC is a service provided by Payment Networks or network organizations; and (5) comply with all transaction, receipt, and DCC requirements communicated by us, the Payment Networks, and network organizations.

13. **New Products and Services.** From time to time, FCL may notify you about new products and services that may be available and the terms and conditions under which you can obtain them. If your Equipment is capable of supporting these

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new products and services and you submit a transaction that engages them, you are deemed to have accepted any terms and conditions related to such new products and services.

**Article 4. Equipment**

14. **General.** FCL or its affiliates may offer you an Equipment rental plan, Equipment purchase, or lease plans, all as described in your Agreement. You understand that while any Equipment lease or purchase agreement that you have is between you and FCL or its affiliates, we will, from time to time, perform services related to your Equipment. References to "we," "us" and "our" include both FCL and its affiliates. Equipment plans, signup, and pricing information are provided on your Form. You agree that, regardless of the Equipment plan, you shall not assign your rights or obligations with respect to, or pledge, lend, or create a security interest in, or directly or indirectly create, incur, assume, or allow to exist any other consensually or judicially imposed liens, security interests or encumbrances on, or part with possession of, or lease or sublease the Equipment to any other person, firm, or organization without our prior written consent. (Any such assignment, lease, delegation, sublease, pledge, security interest lien, or other action in the absence of such consent shall be void.) You waive the benefits of all provisions of any law, statute, or regulation which would in any manner affect our rights and remedies in connection with your purchase, rent or lease of Equipment or license of Software, including the Limitations of Civil Rights Act of Saskatchewan.

14.1. **Commercial Use/Compatibility.** Under no circumstances will Equipment be provided for home or personal use, by you or your principals, employees or other individuals, nor shall you use or allow the Equipment to be used in any manner or for any purpose for which it is not designed or reasonably suited. You acknowledge that the Equipment and/or software you purchase, lease, or rent from us may not be compatible with another processor's systems. In no case do we have any obligation to make such software and/or Equipment compatible with any other processing systems. In the event that you elect to use another processing service provider, upon the termination of your Agreement, you acknowledge that you will not use the Equipment and/or software obtained under your Agreement.

14.2. **Equipment/Software Setup, Security, and Maintenance.** You agree that all transactions initiated with your Equipment are assumed to be authorized by you and you are responsible for any losses incurred in connection with misused or compromised passwords. Where applicable, you will immediately replace setup or default passwords and change them regularly and when an individual leaves your employment. You agree not to install PIN pads in locations that would allow others to view Cardholder's use of the pad without also installing shielding or other appropriate countermeasures. You agree to notify us immediately if the Equipment is not working or if the Out of Balance message continues to display. You acknowledge and agree that you are solely responsible for the security of all Equipment used in processing transactions under your Agreement. You are also responsible for any unauthorized use of the Equipment, regardless of whether such unauthorized use was made by you, your employees, agents, customers, or other third parties. You must review all Equipment user documentation and understand Equipment functionality, capabilities, PIN security measures, and cryptographic keys loaded onto the Equipment. You will ensure that no device is connected to your Equipment (regardless of whether this Equipment was provided by us) or permit any physical alteration or modification of your Equipment without our express written permission. You agree that we or our representatives may enter your premises for purposes of inspecting, examining, or repairing the Equipment at any time. You agree that the Equipment shall be kept at the address(es) indicated and shall not be removed without our prior written consent (except where normal use of the Equipment requires temporary removal). Under no circumstances are we responsible for any injuries, damages, penalties, claims, or losses incurred by you or any other person caused by the installation, manufacture, selection, purchase, lease, rental, ownership, possession, modification, condition, use, return, or disposition of the Equipment and you agree to reimburse us, defend us, and hold us harmless against any claims for any such losses, damages, penalties, claims, injuries or expenses, whether before or after termination of this Agreement.

14.3. **Cards Not Supported By Us.** You understand that the Equipment may allow you to accept cards that are not supported by us and we will calculate our processing fee (for cards we do not support) by taking a percentage of the total amount of the charges made on the card (during the statement period) or a per transaction fee for all such card transactions during the period.

15. **Equipment Purchase.** If you agree to purchase Equipment from us: (1) we warrant that Equipment purchased by you is free and clear of all liens and encumbrances; (2) Software, defined as computer programs, related documentation, technology, know-how, and processes embodied in or provided in connection with the Equipment, will be provided to you in the form of a nonexclusive license to use, for purposes of operating your Equipment (but no right is given to reverse engineer, disassemble, or decompile the Software); (3) you agree to pay the Equipment purchase price as set forth in your Form (including any return/exchange conditions), which also includes insurance, licenses, shipping/handling, supplies, and any other applicable fees and charges; (4) you agree to pay us the full Equipment purchase price and applicable taxes upon receipt of our invoice or upon your agreement, we will collect the full Equipment purchase price and the applicable goods and services taxes (GST), value added taxes (VAT), and other federal and provincial sales, use, social service, harmonized, and similar taxes by debits or deductions from your Settlement Funds Account or Current Account; (5) you agree to comply with all governmental laws, rules, and regulations relating to the purchase of the Equipment; and (6) you agree that Equipment maintenance and repair is your responsibility; and (7) all Equipment purchased hereunder are final sale; provided that if you return unused Equipment to FCL (at your own expense) that is in its original packaging within 30 days of your purchase of such Equipment, FCL will refund you the purchase price of such Equipment less a restocking fee of 20% of the purchase price of such Equipment. To initiate a return described in the previous sentence, you must contact our customer service department. Should your Equipment become inoperable, we can provide you with rental Equipment under the terms described below.

16. **Equipment Rental.** If you rent Equipment from us, you agree that: (1) your acceptance of any piece of Equipment shall occur at the earlier of your actual acceptance after installation, delivery to you if your site is not ready for installation or seven days after shipment of Equipment that we have not agreed to install for you; (2) the rental fees shown on your Form do not include any GST, VAT, and other federal and provincial sales, use, social service, harmonized, and similar taxes, all of which you shall pay together with (and in addition to) your rental fees; (3) we are authorized by you to collect rental fees and applicable taxes, on each piece of rented Equipment, for the rental period by initiating debit entries to your Settlement Fund Account or Current Account or by deducting such amounts from settlement amounts due to you, on the 17th day of

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each month (or on such other date as agreed to by the parties) for as long as you are in possession of our Equipment; (4) we retain title to the Equipment and ownership and copyright interest in all Software, documentation, technology, know-how, and processes embodied in connection with the Equipment and the rental thereof, and that your sole right to the Equipment is to use same for the term of the rental and subject to the terms of this Agreement; and (5) the Equipment is rented "as is" with no representations or warranties, expressed or implied, statutory or otherwise, including, without limitation, as to the suitability of the Equipment for any particular purpose, quality, merchantability, fitness for a particular purpose, or otherwise.

16.1. **One Year Limited Warranty.** FCL warrants that the Payment Card Acceptance Device (**Covered Hardware**) purchased will be free from manufacturer induced defects in materials or workmanship for a one-year period beginning on the date of shipment (**Limited Warranty**). This Limited Warranty does not include damage to, or accident or misuse of the Covered Hardware which may include, but is not limited to: damage resulting from smashed or cracked units or screens; extraneous materials (e.g., cat hair, soil, dust) in the interior of the unit; contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; improper or inadequate maintenance; or, other visible damage. The Limited Warranty also does not apply to defects or damage resulting from Company or any third-party supplied software, interfacing, or supplies; negligence; accident; acts of nature such as flood or lightning damage; loss or damage in transit; improper site preparation; failure to follow written instructions on proper use; unauthorized modification or repair; or normal wear and tear, and otherwise due to normal aging. If the Covered Hardware should otherwise become defective as a result of induced defects or workmanship within the Limited Warranty period, FCL will repair or replace it free of charge (except that applicable call tag and shipping charges will apply). Replacement hardware will be warranted for the remainder of the Limited Warranty period. This Limited Warranty is non□transferable. Notwithstanding this Limited Warranty, it may be necessary or desirable for a Merchant to upgrade its Covered Hardware or purchase new Payment Card Acceptance Device from time to time, and Company will be charged for any such upgraded or new equipment. This Limited Warranty does not apply to any software (including system software). For the avoidance of doubt, this Limited Warranty does not apply to the cash drawer or any peripherals used in connection with the Covered Hardware. FCL does not warrant that the operation of Covered Hardware will be uninterrupted or error free.

If damage or defects to the Covered Hardware are not covered under the Limited Warranty, applicable fees (e.g., no trouble found, no trouble found plus cosmetic refurbishment, repair, replacement, beyond economic repair/scrap) will apply, such fees to be mutually agreed upon in good faith by the parties.

17. **Use of Other Equipment.** If you choose to use equipment not supplied by us, you understand and agree that you are solely responsible for ensuring that this equipment conforms to and is installed in accordance with our rules and standards. You further understand and agree that if a third party's equipment is used to electronically process card transactions, such third party becomes your agent for the delivery of card transactions to us via the applicable processing network. You agree to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable Payment Network or network organization including any violation that results in a Chargeback to it. You agree to remain liable to us to process and submit sales drafts according to your Agreement and further agree that in no case will we be liable for any losses arising out of your use of a third party's equipment. You understand and agree to abide by the Payment Network Rules requiring that you deploy only devices that are PCI compliant, and certified in accordance with the Payment Network Rules, and certified and approved by us prior to deployment.

Article 5. Service Fees and Charges

18. Merchant Processing Rates. You agree to pay the fees and charges set forth on your Form and any alternative price schedule as agreed to by the parties. You understand that the merchant processing fees and charges that you owe us for the Services that we provide to you (the Merchant Processing Rate) are calculated one of two ways. Under both methods, you understand that your Merchant Processing Rate is exclusive of any applicable GST, VAT, and other federal and provincial sales, use, social service, harmonized and similar taxes, which are your sole responsibility. Regardless of how your Merchant Processing Rate is calculated, such rate is composed of the following three components: (1) our "Processing Fee," which is based on risk factors like your representations of your method for doing business, anticipated transaction amount(s), expected annual transaction volume and other factors; (2) "Payment Networks Interchange Rates," based on type of card and card program (e.g., "MasterCard Electronic – Consumer Programs"); and (3) "Payment Networks and Other Fees and Assessments," which include cross-border fees and United States dollars conversion costs.

18.1. **Merchant Processing Rate Calculation Method 1:** For each transaction, you are billed separately for each of the three cost components listed in Section 20.

18.2. **Merchant Processing Rate Calculation Method 2:** A standard Merchant Processing Rate is developed specifically for you based on a combination of the three cost components listed in Section 20 and our assumption that your transactions will qualify for certain reduced interchange levels set by the applicable Payment Networks. If a transaction fails to qualify for such reduced interchange levels, then the applicable Payment Networks will downgrade the transaction, and we will process such transaction at the higher applicable interchange level. In this event, you understand that you will be subject to interchange downgrade fees (also referred to as Interchange adjustment/Bill-Back/Interchange differential) and any applicable Non-Qualified Surcharge (as set forth on your Form) and agree to accept said fees and Surcharge which will be billed back to you and reflected on your monthly statement.

18.3. **Merchant Processing Rate Adjustments.** Subject to your rights under Section 23.1, we may adjust your Merchant Processing Rate: (1) if your actual annual Visa and/or MasterCard Credit volume is lower or the average Visa and/or MasterCard Credit transaction size is higher by 15% or more, or if you materially alter your method of doing business (e.g., there is a significant increase in CNP transactions or a change in the merchant category code (MCC)); and (2) to reflect increases or decreases in Payment Networks Interchange Rates or Payment Networks and Other Fees and Assessments that we pass through to you.

19. **Financial Information Requests, Billing Inquiries and Error Resolution Rights.**

19.1. **Requests For Financials.** Upon our request, you agree to provide us with your most recent quarterly and/or annual audited financial statements as such statements become available to you. If you or your parent is publicly traded, we will obtain said financial statements through other means, so long as you (or your parent) remain publicly

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traded. You also agree to provide such other financial statements and information concerning your business and your compliance with this Agreement as we may reasonably request.

19.2. **Error Resolution.** You agree to notify FCL in writing of discrepancies or billing errors within 45 days of the date of the applicable statement or invoice. If you fail to notify FCL within the 45-day period, you will be deemed to have accepted the fees and charges set forth in the applicable statement or invoice and we will have no obligation to investigate.

20. Early Termination and Fair Compensation. You acknowledge and agree to pay us the amounts on your Form and calculated in Sections 20.1 and 20.2 below: (1) if you terminate this Agreement prior to the expiration of the applicable term; or (2) if this Agreement is terminated due to an Event of Default. Any recovery pursuant to this section shall in no way limit our right to receive Equipment payments or any other payments due from you pursuant to your Agreement. You agree to pay said fair compensation to us within 15 days after your receipt of our calculation of the amounts due.

20.1. **Merchants With Annual Card Volume Less Than Or Equal To $5,000,000 (this threshold is subject to change at our discretion).** You agree to pay us $500 per location as well as the fees set forth on your Form in the event of early termination of this Agreement.

20.2. **Merchants With Annual Card Volume Greater Than $5,000,000.** You agree to pay us an early termination fee equal to 80% of the product of: (1) the average net monthly Merchant Processing Rate, as calculated in Section 20.3; multiplied by (2) the number of months, including any pro rata portion of a month, then remaining in the initial term or any renewal term, as applicable.

20.3. **Average Net Merchant Processing Rate Calculation.** The average net monthly Merchant Processing Rate shall equal one-twelfth of the gross Merchant Processing Rate payable pursuant to your Form, less applicable interchange fees and assessments due pursuant to this Agreement during the 12 months immediately preceding the date on which: (1) FCL received notice from you of your intent to terminate this Agreement early; or (2) we learned of your early termination in violation of this Agreement; or (3) we terminate this Agreement early pursuant to Section 23.3 (whichever produces the higher amount). If this Agreement has been in place less than 12 months, the estimated average net monthly Merchant Processing Rate shall equal the aggregate gross fees paid hereunder by you, divided by the number of months this Agreement was effective.

**Article 6. General Terms and Conditions**

21. **Assignment/Third-Party Services.** The parties agree that this Agreement is binding upon the parties, their heirs, successors, and assigns and some of the Services in connection with this Agreement may be provided by third parties.

21.1. **Our Right to Assign/Subcontract.** Subject to the Payment Network Rules, you agree that we may transfer this Agreement and our rights and obligations hereunder (including FCL's rights and obligations in respect of any purchase, rental, or lease of Equipment) to our affiliates and/or any third party with notice to you, and in particular, but without limitation, thereafter any amounts owing by you hereunder will be owed to any such transferee, free from any rights of set-off or other defenses you may have, all of which you waive. You also agree that we may delegate our duties hereunder to any subcontractors without notice to you. Without limiting any of our other rights in this section, we may assign the Authorization (set forth in Section 2.1), whether directly or indirectly, by operation of law, change of control, or otherwise, by providing you written notice.

21.2. **Your Right to Assign.** You agree that your transfer or assignment of any right or obligation or interest in this Agreement, without our prior written consent, which will not be unreasonably withheld, by operation of law or otherwise, is voidable by us.

22. **Notices**. Except as otherwise specifically provided, the parties agree that all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services, which may be delivered via statement message or other means) shall be delivered via mail or courier if to you at the addresses set forth by you on your Form and if to Fiserv Canada Ltd. at: Attention: President, 2630 Skymark Ave., Suite 400, Mississauga, Ontario, L4W 5A4. Notices and other communications may also be delivered via e-mail or website publication as agreed to by the parties, from time to time.

23. **Term and Termination.** The parties agree that this Agreement shall take effect on the date when we approve your Form (the **Effective Date**). The parties agree that the initial term of this Agreement shall begin on the Effective Date and continue in full force for a term of four years (or such term as mutually agreed to by the parties). The parties also agree that this Agreement will auto renew for terms of six months (each, a **Renewal Term**). You understand that any transaction documents accepted by us after the date of termination will be returned to you and will not be credited/debited. You agree that termination of this Agreement shall not affect our rights or your obligations relating to any applicable termination fees or Chargebacks that occurred prior to the date of termination, even if the Chargebacks are instigated after the date of termination. Upon termination of this Agreement, you agree to immediately send us all the data relating to card transactions made up to the date of termination.

23.1. **Your Termination Without Cause.** In the event we notify you of: (1) an increase in or any additional fees (subject to 30 to 60 days prior notice); or (2) an interchange rate reduction announced by the Payment Networks and we elect not to pass through the full reduction of the new interchange rates, you may terminate this Agreement without further cause or penalty. You may exercise this right to cancel within 70 calendar days after the effective date of the change. You must contact us at 1-888-263-1938 within 70 calendar days after the effective date of the fee change to exercise your right to cancel and to obtain instructions on cancellation procedures. You may cancel this Agreement by calling us at 1-888-263-1938 at least 30 days prior to the end of the initial term of this Agreement to provide notice and obtain instructions on cancellation procedures. You agree that continued use of our Services or the Equipment, after the effective date of any modification constitutes acceptance throughout the initial or any renewal term of this Agreement. You agree that upon confirmation of your notice of termination, you will fund your Reserve Account as set forth in Section 2.10.

23.2. **Your Termination For Cause.** If we materially breach a term of this Agreement or the Payment Network Rules that are applicable to us, you understand that you have the right to provide FCL with written notice of your intent to terminate this Agreement, unless we remedy our material breach within 30 days of receipt of your notice. If we fail to remedy a material breach, you may terminate immediately following the end of such 30-day period unless you withdraw your notification. You further understand that you have the right to immediately terminate this Agreement and

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exercise all of your rights and remedies under applicable law and this Agreement if any of the following events occurs: (1) bankruptcy or insolvency proceedings commenced by or against us; or (2) we breach or misrepresent any of our warranties or representations with respect to this Agreement.

23.3. **Our Termination For Cause.** You agree that if you materially breach a term of this Agreement or the Payment Network Rules that are applicable to you, we have the right to provide you with written notice of our intent to terminate this Agreement (including any rental or lease of Equipment), unless you remedy your material breach within 30 days of receipt of our notice. You further agree that we may immediately terminate this Agreement (including any rental of Equipment) and exercise all of our rights and remedies under applicable law and this Agreement if any of the following events (the Events of Default) occurs: (1) a material adverse change in your business or financial condition including bankruptcy or in solvency proceedings commenced by or against you; (2) any merger, amalgamation, assignment, or transfer of your or your parent's voting control; (3) the sale of all or a substantial portion of your assets; (4) fraud; (5) irregular card sales, excessive Chargebacks, or any other circumstances which, in our judgment, may increase our risk of loss; (6) any improper use or presentation of the Marks; (7) you breach or misrepresent any of your warranties or representations with respect to this Agreement; or (8) you cancel or revoke your Authorization.

23.4. **Equipment, Transaction Supplies and Advertising.** Within 30 days of termination of this Agreement for any reason, you shall return the Equipment to FCL or a $500 fee will be charged to you. If you purchase the Equipment, FCL will return the Equipment back to you after removing all of our proprietary software. Upon termination of this Agreement due to an Event of Default, you agree that all amounts payable, including Equipment purchase/lease/rental payments shall be immediately due and payable in full without demand or other notice of any kind. You acknowledge that you do not own any transaction forms or advertising materials provided by FCL and agree to immediately cease use and certify destruction of or return, at your expense, all forms and materials bearing any Marks. You agree to cease all representations that you honour Payment Networks or other cards processed by us, unless you have entered into a separate agreement with another service provider/ financial institution(s) as applicable.

23.5. **Reporting Termination.** If we terminate this Agreement for cause, you acknowledge that we may be required to report your business name and the names and other identification of your principals to the Payment Networks. You expressly agree and consent to such reporting in the event you are terminated as a result of the occurrence of an Event of Default or for any reason specified by the Payment Network(s) as cause. Furthermore, you agree to waive and hold us harmless from and against, any and all claims which you may have as a result of such reporting.

24. **Survival.** The parties agree that provisions governing processing and settlement of card transactions, all related adjustments, fees, and other amounts due from you and the resolution of any related Chargebacks, disputes, or other issues involving card transactions will continue to apply even after termination of this Agreement, until all card transactions made prior to such termination are settled or resolved. In addition, the provisions of Article 4 and Sections 2, 4, 10, 11, 19 through 21 (inclusive), 23 through 28 (inclusive) and 32 of this Agreement shall survive any termination.

25. **Representations, Warranties, Limitations on Liability, Exclusion of Consequential Damages.**

25.1. **Your Representations and Warranties.** Without limiting any other warranties under this Agreement, you represent and warrant that each card transaction submitted to us for processing: (1) represents a bona fide sale/rental of merchandise or services not previously submitted; (2) represents an obligation of the Cardholder for the amount of the card transaction; (3) the amount charged for the card transaction is not subject to any dispute, setoff, or counterclaim; (4) is only for the merchandise or services (including taxes, but without any surcharge) sold or rented and, except for any delayed delivery or advance deposit card transactions expressly authorized by this Agreement, the merchandise or service was actually delivered to or performed for the person entering into the card transaction simultaneously upon your acceptance and submission of the card transaction for processing; (5) does not represent the refinancing of an existing obligation of the Cardholder (including any obligation otherwise owed to you by a Cardholder or arising from the dishonour of a personal cheque); (6) to your knowledge or notice of any fact, circumstance or defence which would indicate that was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectability of the Cardholder's obligation arising from such card transaction or relieve the Cardholder from liability with respect thereto; and (7) was entered into by you and the Cardholder. You further agree to cooperate and provide information requested by FCL, as FCL determines is necessary to facilitate compliance with any applicable law.

25.2. **Our Representations and Warranties.** Without limiting any other warranties hereunder, we represent and warrant that we possess the resources, expertise, knowledge, and skills necessary to perform the Services in accordance with the terms and conditions of this Agreement.

25.3. **SERVICE AGREEMENT.** THIS AGREEMENT IS A SERVICE AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

25.4. **INDIVIDUAL LIABILITY.** IN NO EVENT SHOULD ANY PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25.5. **MAXIMUM LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING THE INDEMNIFICATION SECTION BELOW), OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OR: (1) $5,000,000; OR (2) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY

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PRECEDING 12 MONTHS. THE LIMITATIONS SET FORTH IN THIS SECTION 25.5 SHALL NOT APPLY TO OUR OBLIGATION TO DELIVER SETTLEMENT FUNDS TO YOU PURSUANT TO SECTION 9.

26. **Indemnification.** The parties agree to indemnify each other from and against any losses, actions, causes of action, claims, demands, costs, liabilities, expenses, damages, sanctions fines, legal fees, or penalties arising from: (1) a party's misrepresentation or breach of warranty, covenant, or any provision under this Agreement; (2) a party's employees'/agents' fraud, gross negligence, willful misconduct, or failure to comply with this Agreement and the Payment Network Rules; or (3) actions where we have provided third-party indemnification(s).

27. **Choice of Law; Venue; Waiver of Jury Trial.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein. Each party agrees: (1) that any action or proceeding relating to this Agreement may be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally agrees and submits to the jurisdiction of such Ontario court; (2) that it irrevocably waives any right to, and will not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens; and (3) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this section. The parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to this Agreement. You additionally agree to waive personal service of process and consent that service of process upon you may be made by certified or registered mail, return receipt requested, at the address provided on your Form.

28. **Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly by a force majeure event. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

29. **Severability.** The parties intend for every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

30. **Entire Agreement and Waiver.** The parties agree that this Agreement (along with any attached amendments or schedules, if applicable) constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

31. **Complaints.** You have certain rights under the Code of Conduct for the Credit and Debit Card Industry in Canada (the Code) in relation to your contract and statements for payment card processing services which we have made available for you on our website at https://merchants.fiserv.com/en-ca/code-of-conduct/. Code of Conduct related complaints with respect to FCL may be directed to FCL's Chief Compliance Officer at the address for FCL provided in Section 22, or reported on our website at https://merchants.fiserv.com/en-ca/. All other complaints and service issues may be directed to our customer service department at 1-888- 263-1938.

32. **Audit Rights.** You will allow us to conduct, or to engage a third party designated by us to conduct examinations and audits of your compliance with the applicable provisions of the Agreement.

## Article 7. Discover Card Brand Rules and Regulations

33. **Sublicense to Use Program Marks.**

33.1. **Sublicense.** You are granted a limited sublicense to use the Program Marks, solely in connection with your acceptance of Discover Network Cards. Program Marks means the brands, emblems, trademarks, and/or logos that identify Discover Cards. Additionally, you shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to you by us or otherwise approved in advance in writing by FCL.

33.2. **Display of Program Marks.** You must display, at each of your locations, in catalogs and websites, signage, or logos showing the Program Marks in such manner and with such frequency as accorded any other payment cards accepted by you.

33.3. **Restriction on Use of Program Marks.** You are prohibited from using the Program Marks other than as expressly authorized in writing by FCL. You may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials, provided that all such uses by you must be approved in advance by us in writing. You shall not use the Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Program Marks. You recognize that you have no ownership rights in the Program Marks. You shall not assign to any third party any of the rights to use the Program Marks.

33.4. **Termination of Sublicense.** Your sublicense to use the Program Marks shall terminate upon the earlier of (1) the termination of your Discover Agreement, (2) delivery of notice by us or by Discover Network to you of the termination of the sublicense, or (3) termination of the license of the Program Marks by Discover Network to us. You must immediately discontinue use or display of the Program Marks, upon termination of the License.

34. **Honoring Cards**. The following rules are requirements strictly enforced by Discover:

1. You cannot establish minimum or maximum amounts as a condition for accepting a Card, with the following exception: you may limit the maximum amount a Discover Cardholder may spend if, and only if, you have not received a positive authorization response from the Card issuer.
2. You cannot impose a surcharge or fee for accepting a Card.
3. You cannot establish any special conditions for accepting a Card.
4. You cannot require the Cardholder to supply any personal information (e.g., home or business phone number; home or business address; or driver's license number) unless instructed by the Authorization Center. The exception to this is for a mail/telephone/Internet order or delivery required Transaction and card-present key-entered Transaction in order to obtain an Address Verification (AVS). Any information that is supplied by the Cardholder must not be in plain view when mailed.
5. Any tax required to be collected must be included in the total Transaction amount and not collected in cash.
6. You cannot submit any Transaction representing the refinance or transfer of an existing Cardholder obligation deemed uncollectible.

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7. You cannot submit a Transaction or sale that has been previously charged back.
8. You must create a Sales or Credit Draft for each Card Transaction and deliver at least one copy of the Sales Draft or Credit Draft to the Cardholder.
9. You cannot submit a Transaction or sale to cover a dishonored check.
10. Failure to comply with any of the Rules may result in fines or penalties.

35. **Merchant Creation of Sales Drafts, Transaction Receipts, and Sales Drafts**. You must prepare a Sales Draft for each card transaction and provide a Transaction Receipt or a copy of the Sales Draft to the Cardholder at the time of completion of the transaction. Prior to completing the Sales Draft, you must verify the card has not expired and has been signed by the Cardholder. You shall ensure that the Sales Draft for each Transaction is legible and contains all of the following information prior to transmission to us:

1. Date of transaction;
2. Total amount of the transaction, including tax;
3. Discover Network Card account number;
4. Expiration date of the card;
5. Authorization Code;
6. Merchant's doing business as name and physical address (city/town and country);
7. Valid Cardholder signature; and
8. If manually imprinted, ensure the Discover Network scripted "D" is clearly legible on the imprint.

36. **Submission of Sales and Credit Drafts to Us.** You may present for payment only valid charges that arise from a transaction between a valid Cardholder and your establishment. If you deposit or attempt to deposit transactions that arise from sales between Cardholders and a different business than the one approved by us in our Agreement with you, then the transaction may be charged back, we may suspend or debit funds associated with all such transactions, and we may immediately terminate your account and the Agreement.

36.1. You shall collect all Sales Drafts and transmit the Sales Drafts to us within 30 days of the transaction date, the date that you conduct the Discover Network Card Sale.

36.2. Sales Drafts submitted to us for Settlement after 30 days from the transaction date may be rejected or, if accepted and processed, are subject to Chargeback to you.

36.3. You may not submit Sales Drafts for goods or services ordered until the goods or services have been delivered or furnished to the Cardholder.

36.4. You may present for payment only valid charges that arise from a Transaction between a valid Cardholder and your business. If you deposit or attempt to deposit Transactions that arise from sales between Cardholders and a different business than the one approved by us in our Agreement with you, then the Transaction may be charged back, we may suspend or debit funds associated with all such Transactions, and we may immediately terminate your account and the Agreement.

36.5. You must promptly complete and submit a Credit Draft for the total amount of the refund within five days. Failure to do so may result in Chargebacks to you.

36.6. The refund amount may not be for more than the original Credit Card sale amount.

36.7. For Discover transactions, factoring is considered merchant fraud and is strictly prohibited, unless you are registered with us. Factoring is the submission of authorization requests and/or Sales Drafts by a merchant for Card transactions by another business. If you submit Sales Drafts on behalf of another Person, you will suffer any losses associated with the disputes of the Discover Card Sales. Also, if any fraud is involved, you could face criminal prosecution.

37. **Requirements Applicable to All Authorization Requests.** Submission of an Authorization Request that does not fully comply with the applicable provisions of this Agreement may result in assessment of additional fees to you, a declined Authorization response or a Chargeback to you of the Discover Network Card Sale.

38. **Request for Cancellation of Authorization.** If a Discover Network Card Sale is cancelled or the amount of the card sale changes following your receipt of Authorization for the sale, you must call us and request a cancellation of the Authorization. An Authorization may be cancelled at any time within eight days of your receipt of the Authorization but must be cancelled before sales drafts relating to the sale have been submitted to us. Once Sales Draft relating to the card sale has been submitted to Discover Network, the Authorization cannot be changed. You must provide the following information to FCL:

1. Discover Merchant Number used in the authorization;
2. Expiration date on the card being presented;
3. Brief reason the Authorization is being cancelled;
4. The card number;
5. Original amount of the Authorization;
6. The new amount of the total transaction (if any); and
7. The original Authorization Code for the Authorization being cancelled.

39. **Discover Network Card Security Features.** All Discover Network Cards contain common characteristics and distinctive features. Security features common to all Discover Network Cards include:

1. Distinctive Discover Network/NOVUS or Discover Network Acceptance Mark, depending on the date of issuance of the card.
2. Cards display a three-dimensional hologram on the front of the Card OR a three-dimensional holographic magnetic stripe on the back of the Card. Valid cards do not display holograms on both front and back.
3. Card Numbers are composed of 16 digits and are displayed on the front of the Card.
4. Card Numbers are clear and uniform in size and spacing within groupings.
5. On embossed Cards, the stylized "D," appears on the same line as the embossed Member Since date (if present) and the Valid Thru date.
6. The embossed Valid Thru date, if present, appears in mm/yy format and indicates the last month in which the Card is valid.

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7. "DISCOVER" or "DISCOVER NETWORK" will appear in ultraviolet ink on the front of the Card when it is held under an ultraviolet light. 8. An underprint of "void" on the signature panel becomes visible if erasure of the signature is attempted.
9. An overprint on the signature panel reads "Discover" or "Discover Network." On some Cards, the overprint may display the name of the Card (e.g., Discover Platinum).
10. The last four digits of the Card Number are displayed on the signature panel in reverse indent printing.
11. CID is printed in a separate box to the right of the signature panel on the back of the Card.
12. A Discover Zip Indicator may appear on the back of a standard rectangular plastic Card indicating the Card can be used to conduct Contactless Card Transactions.

**NOTE:** Valid Cards may not always be rectangular in shape (e.g., Discover 2GO Cards) and certain valid Contactless Payment Devices approved by us for use in accessing Card Accounts (e.g., contactless stickers, key fobs, and Mobile Commerce Devices) and to conduct Contactless Card Transactions may not display the features described above. Card expiration date and other features listed above are not displayed on such Contactless Payment Devices.

40. **Reminders for Preventing Fraudulent Discover Network Card Usage.** In addition to complying with Authorization requirements as stated in your Agreement, you shall pay careful attention to both the Discover Network Card presenter and the Discover Network Card presented. In particular, you should:

1. Check the signature panel for signs of erasure or alteration to the signature on the back of the card.
2. Verify that the signature on the signed receipt is reasonably similar. You should not accept the card if the word "VOID" appears in the signature panel.
3. Check the card expiration date and do not accept any expired card.
4. Examine the card for signs of alteration.
5. If you have any doubts about the validity of the card or the card presenter, you may request additional identification.
6. When using a POS device and printer to process transactions, you must verify that the card number printed on the Transaction Receipt matches the number embossed on the front of the card.
7. Follow procedures for Address Verification if the transaction is a Card Not Present transaction.
8. Enter the CID for all Authorization Requests for all Card Not Present transactions.

41. **Discover Network Cardholder Verification and Discover Network Card Retrieval.** Occasionally in response to an Authorization request, we may direct you to obtain certain information from the card presenter to verify the card presenter's identity. Also, in response to an Authorization request, we may direct you to take and retain a Discover Card from the card presenter. If we direct you to retain a card, you must call FCL's Authorization Center and follow the instructions we provide. Do not use any force or effort if the card presenter refuses to give up the card, and do not take any action that will alarm or embarrass the card presenter. You will bear all responsibility for claims, liabilities, costs, and expenses as a result of any failure by you, your employees, vendors, or agents, that attempt to retain a card without the issuer's direct request or that fail to use reasonable, lawful means in retaining or attempting to retain a card.

42. **Signature on Discover Network Card.** You must verify that there is a signature on the signature panel on the back of the card and verify that the name on the back of the card is reasonably similar to the name embossed on the front of the card.

43. **Unsigned Cards.** If a card presented to you is not signed, you must request two pieces of identification, one of which must be government-issued picture identification. When you have confirmed that the person presenting the card is the Cardholder, you must require Cardholder to sign the back of the Discover Network Card.

43.1. If you are unable to positively identify the Discover Network Card presenter as the Cardholder, or if you have reason to suspect fraud, you should contact FCL.

44. **Verification of Discover Network Card Expiration Date.** For each Discover Network Card Sale, you must check or obtain the expiration date of the Discover Network Card and confirm that the Discover Network Card is not expired prior to completing the sale. The Discover Network Card is valid through the last day of the month embossed on the card.

44.1. If the card has expired, you must not accept it for a sale.

44.2. If you are suspicious that the card presenter is not an authorized user of the card, you should call us at the telephone number we provided to you.

45. **Credit Transaction Receipt and Credit Drafts Requirements.** You must ensure that all Transaction Receipts and Sales Drafts created as a result of a Credit, whether generated by electronic means or completed manually on paper, include the following information:

1. Discover Network Card Account Number;
2. Discover Network Cardholder's name;
3. Discover Network Card expiration date:
4. Merchant's name, location (city/town and country), and Discover Network Merchant Number;
5. Quantity and brief description of merchandise or service returned/refunded;
6. Date of the Credit issuance;
7. Total amount of the Credit, including taxes, and the name of the currency used; and
8. Signature of an authorized representative of the Merchant.

46. **Refunds/Exchanges (Credits).** You must promptly complete and submit a Credit Draft for the total amount of the refund which must include the following information:

1. The account number and expiration date;
2. The Cardholder's name;
3. Your 'doing business as' name and address (city and country);
4. Your Discover Merchant Account Number;
5. A description of the goods or services;
6. The Transaction date of the Credit;
7. The total amount of the Credit; and
8. The signature of your authorized representative or employee.

46.1. Full refunds must be for the exact dollar amount of the original Transaction including tax, handling charges, etc. (You must identify the shipping and handling charges incurred.)

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46.2. The refund amount may not be for more than the original Credit Card sale amount.
46.3. Have the Cardholder sign the Credit Draft, give the Cardholder the appropriate copy, and deposit the Credit Draft immediately. Failure to process a Credit within five calendar days may result in a Chargeback.
46.4. Authorization is not required for refunds. You cannot intentionally submit a sale and an offsetting Credit at a later date solely for the purpose of debiting and crediting your own or a customer's account.
46.5. You are responsible for paying all refunds submitted to us on your merchant account.
46.6. We assume no responsibility for verifying any credits or refunds. You are responsible to secure your terminals and to institute appropriate control to prevent employees or others from submitting refunds that do not reflect valid returns or reimbursements of prior transactions.
46.7. Retention of Records for Retrievals and Chargebacks. You must retain legible copies of all Sales and Credit Drafts or any other transaction records for the longer of (1) 365 days or (2) the resolution of any pending or threatened disputes, claims, disagreements, or litigation involving the Card transaction. You must also keep microfilm or other copies of Sales Drafts for no less than three years from the date of the Discover transaction.
46.8. You must provide all Sales and Credit Drafts or other Transaction records requested by us within the shortest time limits established by us. You are responsible for any deficiencies in Card Transaction data transmitted or otherwise delivered to us.
46.9. Discover Network Card Not Present Sales; Discover Network Card Identification Data (CID). You must obtain the three-digit CID in all Card Not Present Card Sales. The CID must be included in all Authorization requests you send to us for an Authorization response with respect to Card Not Present Card Sales. Failure to include the CID may result in a Chargeback to you. You are strictly prohibited from retaining, archiving or otherwise storing the CID in any form or format for any reason, including the recording of the CID on Transaction Receipts or Sales Drafts.

47. **Mail and Telephone Order Sales.** You must comply with the following procedures for Mail and Telephone Order Sales:

1. For each mail or telephone order sale, you must transmit the CID with the authorization request. If you accept a card sale without receiving a prior authorization approval and without transmitting the CID in the authorization request, the sale may be subject to Chargeback to you.
2. For each sale, you must verify the name and billing address of the Cardholder using the electronic Address Verification Service. Completing an Address Verification is not a guarantee against possible Disputes, only a tool by which to reduce the risk or occurrence of fraudulent activity.
3. You must obtain the following information from the Cardholder for each mail or telephone order sale: Cardholder name, card account number, card expiration date, billing address, and shipping address. You must retain the information along with the shipping date for the document retention period noted in this document. You shall provide the shipping date to the Cardholder at the time of each telephone order sale and upon request for each mail order sale.
4. You must not transmit Sales Drafts to us for merchandise or services ordered by a Cardholder until the merchandise or services have been shipped, delivered, or furnished to the Cardholder; except that you may accept a Discover Network Card for a deposit on a purchase of merchandise or services and you may transmit the Sales Drafts relating to such deposit prior to the time of shipment or delivery of the merchandise or services purchased in such sale.
5. At the time of delivery of merchandise or services ordered in a mail or telephone order sale, you must provide the Cardholder with an invoice or other similar documentation. You also must obtain the Cardholder's signature as proof of delivery. If the Cardholder requests delivery to a third party, you must obtain the signature of a party designated by the Cardholder as proof of delivery. You must retain this proof of delivery for the document retention period as set forth in this document. If a Cardholder takes delivery of merchandise ordered by mail or telephone at your retail location, you must obtain an imprint of the Discover Network Card and the Cardholder's signature on the Sales Drafts.

48. **Card Sales over the Internet.** You must obtain our prior approval before accepting any Discover Network Card transactions over the Internet and you must comply with the requirements as noted below:

1. You shall accept only those Internet Discover Network Card transactions that are encrypted in accordance with our designated protocol. We may, at our discretion, withhold settlement until security standards can be verified. However, our designated protocol, including any specifications with respect to data encryption, may change at any time upon 30 days' advance written notice. You may not accept Discover Network Card Account Numbers through Electronic Mail over the Internet.
2. You shall not accept any Internet Discover Network Card transactions unless the transaction is sent by means of a browser which supports our designated protocol.
3. You must obtain an authorization decision for the sale using an electronic means of transmission that is approved by us.
4. You must submit the CID to us. If you do not submit the CID to us, the sale may be subject to Chargeback.
5. You must obtain address verification for the sale from FCL.
6. You must submit Sales Drafts using an electronic means of transmission.
7. You may not submit Sales Drafts to us using non□electronic means.
8. You must not submit Sales Drafts to us until the merchandise or services ordered are delivered to the Cardholder.
9. Any transaction over the Internet that fails to comply with our requirements is subject to immediate Chargeback. We may collect any amounts owed by you with respect to Chargebacks on transaction from the proceeds of Settlement amounts otherwise payable for any Card transactions. We may, at our discretion, terminate the Agreement immediately if you fail to comply with these terms.

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49. **Special Circumstances/Businesses; Card Acceptance During Store Closings or Liquidation.** You must comply with the following requirements during the liquidation and/or closure of any of your outlets, locations, and/or entire business:

1. Post signs visible to customers stating "All Sales Are Final";
2. Stamp receipts or print Sales Drafts with notice that "All Sales Are Final"; and
3. Contact FCL to advise of the closure of locations and/or liquidation of your establishment.

50. **Delayed Delivery or Deposit Balance.** In a delayed delivery Transaction where a Cardholder makes a deposit toward the full amount of the sale, you should execute two separate Sales Drafts, the first for a deposit and the second for payment of the balance upon delivery of the merchandise or the performance of the services. You must label one Sales Draft "deposit" and the other "balance," as appropriate. You must obtain the "deposit" authorization before submitting the sales data for the "deposit" or the "balance" to us. If delivery of the merchandise or service purchased will occur more than 90 calendar days after the "deposit" authorization, you must obtain a subsequent authorization for the "balance." In addition, you must complete Address Verification at the time of the "balance" authorization, and you must obtain proof of delivery upon delivery of the services/merchandise purchased. You may not submit sales data relating to the "balance" to us for processing until the merchandise/service purchased has been completely delivered.

51. **Recurring Transaction and Preauthorized Order Regulations.** If you process recurring Transactions and charge a Cardholder's account periodically for recurring goods or services (e.g., monthly insurance premiums, yearly subscriptions, annual membership fees, etc.), the Cardholder shall complete and deliver to you a Cardholder approval for such goods or services to be charged to his account. The approval must at least specify the Cardholder's name, address, account number and expiration date, the Transaction amounts, the timing or frequency of recurring charges and the duration of time for which the Cardholder's permission is granted. The approval must also include the total amount of recurring charges to be billed to the Cardholder's account, including taxes and tips and your Merchant Number.

51.1. If the recurring Transaction is renewed, the Cardholder must complete and deliver to you a subsequent written request for the continuation of such goods or services to be charged to the Cardholder's account. You may not complete a recurring Transaction after receiving a cancellation notice from the Cardholder or issuer or after a request for authorization has been denied.

51.2. If we or you have terminated your Merchant Agreement, you may not submit authorization requests or sales data for recurring Transactions that are due after the termination date of your Merchant Agreement.

51.3. You must obtain an authorization for each Transaction and write "Recurring Transaction" on the Sales Draft in lieu of the Cardholder's signature. A positive authorization response for one recurring Transaction Card Sale is not a guarantee that any future recurring authorization request will be approved or paid.

51.4. For all recurring Transactions, you must submit the three-digit Card Validation Code number with the first authorization request, but not subsequent authorization requests. Also, the Sales Draft must include a general description of the transaction, your merchant name and a toll-free customer service number that the Cardholder may call to obtain customer assistance from you or to cancel the written approval for the recurring transaction.

51.5. All Recurring Transactions or Preauthorized Orders may not include partial payments for goods or services purchased in a single Transaction.

51.6. You may not impose a finance charge in connection with a Recurring Transaction or Preauthorized Order. 51.7. If you process recurring payment Transactions, the Recurring Payment Indicator must be included in each authorization request. Penalties can be assessed for failure to use the Recurring Payment Indicator.

52. **Discover Cash at Checkout Transactions.** You may issue Cash at Checkout in connection with a Discover Card sale, provided that you comply with the following requirements:

1. You must deliver to us a single authorization request for the aggregate total of the goods/services purchase amount and the Cash at Checkout amount of the Card sale.
2. You may not submit separate authorization requests for the purchase amount and the Cash at Checkout amount.
3. The Sales Draft must include both the purchase amount and the Cash at Checkout amount, and you may not use separate Sales Drafts for the purchase amount and Cash at Checkout amount.
4. No minimum purchase is required for you to offer Cash at Checkout to a Cardholder provided that some portion of the total card sale must be attributable to the purchase of goods or services.
5. The maximum amount of cash that you may issue as Cash at Checkout is $100.00. (Cash at Checkout may not be available in certain markets. Contact us for further information.)

53. **Cash Advances and Cash Equivalent.** You may not accept a card in exchange for advancing cash or cash equivalents to a Cardholder and will be subject to Chargeback to you, regardless of whether your agreement with the Cardholder describes a cash advance or cash equivalent as a sale of goods or services.

54. **Merchants in the Lodging Industry.** Provided below are our requirements for Merchants in the lodging industry, who take reservations and require Cardholders to pay advance deposits. Failure to comply may result in Chargeback. Please note that for all Discover Network Card transactions that are not swiped through your terminal or POS device you must for the procedures described above for card not present sales. 55. Requirements for Guaranteed Reservations. You may bill the Cardholder for one night's lodging (plus applicable taxes) if you have complied with all of your obligations as noted below.

56. **Notice to Cardholder of Rights and Obligations.** At the time of reservation, you must verify that the Cardholder plans to guarantee their reservation. If a guarantee is requested, you must advise the Cardholder of the rights and obligations and inform the Cardholder of the room rate and reservation confirmation number and advise the Cardholder to retain this information. You must advise the Cardholder of the following:

1. Accommodations of the type requested will be held until check-out time on the day following the scheduled arrival date.
2. If the Cardholder seeks to cancel the reservation, the Cardholder must do so before 6:00 p.m. (local time) on the scheduled arrival date. Resorts may move the 6:00 p.m. (local time) deadline back no more than three hours to 3:00 p.m. (local time), provided that the Cardholder has been verbally informed of the date and time the cancellation privileges expire.
3. When the reservation is made, the Merchant should provide a telephone number for the Cardholder to call to cancel the reservation.
4. If the reservation is not cancelled within the allowed time frame and the Cardholder does not use the accommodation and the Merchant does not use or rent the room to another guest, the Merchant may bill the Cardholder for a No-show charge equal to one night's lodging (plus applicable taxes).

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57. **Record of Guaranteed Reservation.** You must preserve a record of the following information for each guaranteed reservation:

1. Cardholder's name as it appears on the Card, if present;
2. Card Number (truncated) and Card expiration date;
3. Anticipated arrival date and length of stay;
4. The cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
5. Any other pertinent details related to the reserved accommodations.

58. **Written Confirmation of Guaranteed Reservations.** You must provide Cardholders with written confirmation of each guaranteed reservation. The confirmation must contain:

1. Cardholder's name as it appears on the Card, if present;
2. Card Number (truncated) and Card expiration date;
3. Reservation confirmation number;
4. Anticipated arrival date and length of stay;
5. The cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
6. Any other pertinent details related to the reserved accommodations.

59. **Cancellation of Guaranteed Reservations.** If a Cardholder seeks to cancel a reservation in accordance with your cancellation policy and specified timeframes, you must provide the Cardholder with a cancellation number and instructions to retain a record of it. You shall forward written confirmation of the cancellation of each guaranteed reservation within three Business Days of Cardholder's request for written confirmation. This cancellation confirmation must contain:

1. Cardholder's reference that charges were placed on the Card, if applicable, or a guarantee that a No-show charge will not be placed on the Card;
2. Cardholder's name as it appears on the Card, if present;
3. Card Number, truncated and Card expiration date;
4. Reservation cancellation number;
5. Date of cancellation;
6. The name of the Merchant's employee that processed the cancellation; and
7. Any other pertinent information related to the reserved accommodations.

60. **Sales Drafts for No-Show Charges.** If the Cardholder does not cancel a reservation in accordance with your cancellation policy and specified time frames and the Cardholder does not use the accommodations and you do not rent the room to another guest, you may charge the Cardholder for a No-show charge by preparing and transmitting Sales Drafts with the following information:

1. Cardholder's name as it appears on the Card;
2. Card Number (truncated) and Card expiration date;
3. Hotel name and location imprinted on the Sales Data;
4. Room rate (as quoted when the reservation was made), including applicable taxes;
5. Transaction date;
6. Authorization Code;
7. Employees initials; and
8. The words "No-Show" printed on the signature line.

61. **Requirements for Advance Deposit.** You may require Cardholders to pay a deposit at the time of a reservation, if you comply with the requirements noted below. The amount of the deposit cannot exceed the cost of seven nights lodging (plus applicable tax) and the deposit must be applied to the entire bill. When you require an advance deposit, you must provide Cardholders with the information required below. Note: Cardholders may NOT be charged a No-show penalty in addition to a forfeited advance deposit.

62. **Obligations with Advance Deposits.** If you make advance deposits for reservations, you must comply with the following requirements:

1. Hold reserved accommodations until checkout time following the last day covered by the advance deposit;
2. Specify a reservation cancellation time frame including the date and time when cancellation privileges expire;
3. Fully reimburse an advance deposit when the Cardholder cancels a reservation within the specified time frame; and
4. Provide a written disclosure informing the Cardholder of his or her rights and obligations and that failure to cancel a reservation within the specified time frame may result in forfeiture of all or part of an advance deposit. Note: Cardholders may NOT be charged a No-show penalty in addition to a forfeited advance deposit.

63. **Sales Drafts Requirements for Advance Deposits/Folio.** For each advance deposit taken by you, you shall prepare Sales Drafts in the amount of the advance deposit and transmit it to us immediately after taking the reservation for the advance deposit. Sales Drafts must contain the following information:

1. Cardholder's name as it appears on the Card;
2. Card Number (truncated) and Card expiration date;
3. Cardholder's complete mailing address and telephone number;
4. Transaction date;
5. Anticipated arrival date and length of stay;
6. Reservation confirmation number;
7. Authorization Code; and
8. Advance deposit amount (including applicable taxes).

64. **Written Confirmation.** You must provide the Cardholder with written confirmation of an advance deposit that contains the following information:

1. Cardholder copy of the advance deposit Transaction Documentation;
2. Reference that charges were placed on the Card Account;
3. Cardholder's name as it appears on the Card;
4. Card Number (truncated) and Card expiration date;
5. Reservation confirmation number;

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6. Anticipated arrival date;
7. The cancellation policy in its entirety, including the date and time the cancellation privileges expire; and
8. Any other pertinent information related to the reserved accommodations.

65. **Cancellation of Reservations with Advance Deposits.** If the Cardholder requests cancellation of a reservation in accordance with your cancellation policy and time frames, you must issue a Credit to the Cardholder's Discover Network Card Account for the full amount of the advance deposit charged to the account within seven days of the Cardholder's request. In addition, you must:

1. Provide a cancellation number to the Cardholder and instructions to retain a record of the number; and
2. Prepare Sales Drafts for the Credit and transmit the Sales Drafts to us within the time frames prescribed.

66. **Sales Drafts Required for Cancellation of Reservations with Advanced Deposits.** You must prepare and transmit Sales Drafts to us for each cancellation that includes the following information and you must send a copy of the Sales Drafts documenting the Credit to the Cardholder within the time frames prescribed:

1. Cardholder's name as it is embossed on the card;
2. Card Number (truncated) and Card expiration date;
3. Cardholder's complete mailing address and phone number;
4. Transaction date;
5. Reservation Cancellation Number;
6. Advance deposit amount; and
7. Words "Advance Deposit" on the signature line.

67. **Requirements for Overbooking.** If the accommodations reserved by a Cardholder pursuant to a guaranteed reservation or with an advance deposit are unavailable upon arrival, you must at your own expense provide the Cardholder with the following:

1. Comparable accommodations for one night at a similar Merchant location (including applicable taxes);
2. Transportation to the alternative Merchant location; and
3. Forwarding of all calls and messages to the alternate Merchant location.

68. **Requirements for Priority Check-out Service.** If you offer priority checkout services, you must comply with the following requirements:

1. Require the Cardholder to sign the registration card at the time of check-in acknowledging responsibility for all charges. Obtain an authorization decision for the estimated amount of the accommodations at check-in by swiping the card through your terminal or POS device.
2. Complete Sales Drafts at checkout by entering the total amount of charges incurred during the stay including restaurant, telephone, and miscellaneous expenses.
3. Write the words "Priority Check-out" on the signature line of the Sales Drafts.
4. Obtain a final Authorization approval code for any additional amounts from the check-in estimate to equal the total amount to be billed to the Cardholder.
5. Mail the Cardholder (at the address shown on the registration card) a copy of the Sales Drafts and itemized lodging bill.
6. Transmit completed Sales Drafts to FCL within the applicable time frame.

69. **Requirements for Estimated Authorization.** If you seek to obtain an authorization decision for the estimated amount of charges to be billed to a Cardholder, you shall comply with the following procedures. At the beginning of the Cardholder's stay and on a periodic basis thereafter, you may obtain an authorization decision as set forth in herein for an amount equal to the estimated total of a Cardholder's charges based on his/her length of stay and other criteria. You must obtain an Authorization decision for the amount of the estimated charges expected during the length of a Cardholder's stay and to obtain additional Authorization decisions for the actual charges that exceed the amount originally estimated by you for which you obtained Authorization decision.

69.1. At check-in, you may estimate the Cardholder's total charges based on the below requirements and obtain an authorization decision for the amount of that estimate:

1. Intended length of stay;
2. Room rate;
3. Applicable taxes;
4. Applicable service charges; and
5. Any miscellaneous charges, as dictated by experience.

70. **Changes to Estimated Charges.** You must monitor the charges made during the course of a Cardholder's stay to ensure that the actual charges do not exceed the amount indicated in the estimated authorization. The following conditions apply:

1. If the actual charge activity exceeds the amount of the estimated Authorization, then you must secure a positive Authorization decision or approval for the amount in excess of the estimated Authorization. Note: Such amounts should not be cumulative and each additional Authorization decision should cover a separate portion of the total amount. If an Authorization request is declined, no charges occurring after that date will be accepted by us for that Cardholder.
2. A final (or additional) Authorization decision is not required if the final amount (total sum) of the Discover Network Cardholder's charges does not exceed the sum of the previously authorized charges, plus a 20% tolerance.
3. The dates, authorized amounts, and their respective Authorization approval codes must be individually recorded on the Sales Drafts.

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71. **Data Security.** The following is information regarding the protection of Cardholder data. Failure to comply may result in substantial fines and liabilities for unauthorized disclosure and termination of this agreement. The requirements for Data Security apply to you and all third parties you may engage to enable your ability to accept Discover Network Cards.

71.1. Visa, MasterCard, American Express, Diners Club International, Discover, and JCB have aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting PCI Data Security Standard defines the requirements with which all entities that store, process, or transmit payment card data must

comply. PCI is the name used to identify those common data security requirements. Discover Information Security and Compliance (DISC) is Discover's data security program based on the PCI Data Security Standard and industry aligned validation requirements.

71.2. PCI enables Acquirers, issuers, and merchants to implement a single security program, based on common security requirements, validation requirements, and tools to ensure the protection of Cardholder data. PCI compliance validation is focused on any system or system component(s) where Cardholder data is retained, stored, or transmitted, including: 1. All external connections into your network; 2. All connections to and from the authorization and settlement environment; and 3. Any data repository outside of the authorization and settlement environment.

71.3. The Payment Networks or we may impose fines or penalties, or restrict you from accepting Cards if it is determined that you are not compliant with the applicable data security requirements. We may in our sole discretion, suspend or terminate Card processing services under your Merchant Agreement for any actual or suspected data security compromise.

71.4. The PCI Data Security Standard and detailed information including the PCI Self-Assessment Questionnaire which you should complete, can be found at the PCI Data Security Council's website: www.pcsecuritystandards.org.

71.5. The PCI Data Security Standard and information about DISC can be found at Discover's DISC website: https://www.discoverglobalnetwork.com/solutions/pci□compliance/pci-overview/

71.6. At all times, you must comply with PCI DSS Security Standard and the other obligations with respect to data security as part of your merchant agreement which may be amended from time to time. We may impose restrictions, fines or prohibit you from accepting payment cards if we determine that you are not in compliance with the Data Security requirements. You understand and acknowledge that it is solely your responsibility to maintain compliance with the Data Security requirements and to pay any and all fines levied by the applicable Payment Network or networks for your non-compliance. You also understand and acknowledge that you are solely responsible for the compliance of any and all third parties that are given access by you, to Discover Network Cardholder data, and for any third-party POS VAR (Value Added Reseller) software that you may use.

71.7. We may, in our sole discretion, suspend or terminate Discover Network Card processing services under your Merchant Agreement for any actual or suspected data security compromise. Notwithstanding anything in this Agreement to the contrary, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses resulting from your failure to comply with the Data Security requirements.

71.8. You may be subject to, and we retain the right to conduct, an audit performed by us and a third party designated by us to verify your compliance with the data security requirements.

71.9. You must notify FCL as soon as reasonably practicable, and in no event more than 24 hours, after becoming aware of (1) any suspected or actual data security breach in any of your systems or databases used to conduct or in any way process Discover Network Card transactions or to store Discover Network Cardholder information, including websites or electronic links used to conduct Discover Network Card transactions, and (2) any noncompliance by you with the Data Security requirements. Such breaches shall include third-party incursions that could in any way result in access to Discover Network Card transaction information, Discover Network Card account information, or Discover Network Cardholder information.

71.10. You must, at your expense (1) perform or cause to be performed an independent investigation (including a forensics analysis) of any data security breach, (2) perform or cause to be performed any remedial actions recommended by any such independent investigation, and (3) cooperate with us in the investigation and resolution of any data security breach.

71.11. You must provide FCL or Discover Network as requested, with the following information concerning any suspected or actual data security breach:

1. The date of such breach;
2. Details concerning the compromised data (e.g., Discover Network Card numbers and expiration dates, Discover Network Cardholder names and addresses);
3. The method of such breach;
4. Your security personnel contacts;
5. The name of any Person (including any law enforcement agency) assisting you with your investigation of such breach; and
6. Any other information which we reasonably request from you concerning such breach, including any forensics report(s).

71.12. You will provide the information requested as soon as is reasonably practicable and the information listed above shall in any event be provided to FCL within 48 hours of your initial notification to FCL of such breach.

71.13. You must provide FCL or Discover Network as requested, with copies of any reports concerning such breach as soon as practicable. You must not issue any press release or other public announcement concerning such breach until after you have provided us and Discover Network with the information requested above.

72. **Audit Rights.** You will allow FCL to conduct, or to engage a third party designated by us to conduct, annual examinations and audits of your compliance with the applicable provisions of Discover rules and with applicable law.

**Article 8. American Express (OptBlue)**

73. If you accept American Express Cards through the OptBlue Program, in addition to the terms and conditions set out in this Agreement, you also agree to comply with the American Express Program Merchant Guide, made available from American Express at www.americanexpress.ca/merchantguide.

(a) You authorize us to submit Transactions to, and receive settlement from, American Express.

(b) You agree that (1) we may disclose Transaction Data, Merchant Data, and other information about you to American Express; and (2) American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.

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(c) You agree to and acknowledge that American Express may use the information obtained in the CAF to screen and/or monitor you in connection with American Express Card marketing and administrative purposes.
(d) You may opt out of receiving future commercial marketing communications from American Express by contacting FCL.

**Note:** You may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

(e) You acknowledge and agree that you: (1) may be converted from the OptBlue Program to a direct American Express Card acceptance relationship with American Express if and when your transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon conversion, (2) you will be bound by American Express' then-current Card Acceptance Agreement; and (3) American Express will set pricing and other fees payable by you for American Express Card acceptance.
(f) You agree not to assign to any third party any payments due to you under the Agreement and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at your Establishments free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that you may sell and assign future Transaction receivables to us or our affiliated entities and/or any other cash advance funding source that has a commercial relationship with us or its affiliated entities, without consent of American Express.
(g) Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against you.
(h) You may opt out of accepting American Express at any time without directly or indirectly affecting your rights to accept Cards bearing Marks of other Card Networks.
(i) You must not bill or collect from any Amex Card member for any purchase or payment on the American Express Card unless Chargeback has been exercised, you have fully paid for such Charge, and you otherwise have the right to do so. (j) You must remove American Express Licensed Marks from your website and wherever else they are displayed upon termination of the Agreement or your participation in the OptBlue Program.
(k) We may assign the Agreement with respect to American Express Card acceptance to American Express in the event of termination of our agreement with American Express.
(l) You acknowledge that American Express charges FCL a wholesale discount rate and not interchange, and American Express operates a non-interchange based network.

## Article 9. Interac Rules

The Interac Direct Payment (**IDP**) Service enables customers to pay for goods and services by debiting money directly from their accounts using either a CHIP and PIN card, or Contactless card (**Interac Flash**).

**Processing IDP Transactions**

All IDP transactions must be authorized via the POS Terminal or PIN pad. When a Debit Cardholder presents an Interac Debit Card, you agree to:

- Sell goods and/or services at the ticketed or posted price;
- Process a refund, if you agree to accept a return of merchandise;
- Not to provide cash to Cardholder when Interac Flash is used. Interac Flash transactions can only be used to purchase goods and services you sell;
- Not to impose minimum or maximum purchase amount;
- Notify Cardholder of any fees (surcharges) prior to completing the transaction, and permit cardholder to cancel the transaction without penalty; and,
- Not to discriminate between Interac Debit cards.

You agree to follow the following steps to complete the IDP transaction:

- Enter the information for the transaction into the POS Terminal;
- Ask the Cardholder to follow the instructions displayed by the POS Terminal including entering his or her PIN and verify the amount of the transaction by using the PIN pad; If you accept Interac Flash, have the cardholder tap his or her card to complete the transaction;
- If an incorrect or unauthorized PIN is entered, the POS Terminal will indicate a message that the PIN is incorrect or unauthorized. Cardholder must be permitted at least three consecutive attempts to enter the correct PIN for one transaction. You may decline a transaction after any three consecutive PIN failures;
- Provide the Cardholder with the transaction record (regardless of whether the transaction was approved or declined);

You agree to:

- Respond to any tracing requests (i.e., a request for information about the nature or disposition of an IDP transaction) in accordance with the Interac Requirements and any instructions from us;
- Promptly advise us if a POS Terminal is not working; and
- You agree that you are responsible for the validity and integrity of all Data that you submit in the context of a Debit Card transaction, and that in no event will we be responsible for any acts or omissions by you that cause such Data to be entered or submitted for processing in a manner that does not meet such reasonable technical requirements as we may prescribe.

**Disputed Debit Transactions**

- You agree not to refund any Debit Card transactions that are under dispute as to whether funds were or were not debited correctly from the account of a Cardholder.
- You agree to inform the Cardholder that he or she must contact their own financial institution with respect to such disputes.
- You agree to be liable for any attempts by you or your employees or agents to correct such disputes in the event of any incorrect debit, including, without limitation, a double debit of the Cardholder's account or a cash refund.

**Failure to Comply**

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Your access to the IDP Service may be terminated if you fail to comply with any terms of this Merchant Agreement or instructions from us.

**Cardholder Confidentiality**

You agree:

- To take all reasonable precautions to protect information encoded on Debit Cards while the Card is being used for an IDP transaction.
- That the Cardholder's PIN is confidential to the Cardholder, and you agree not to require the Cardholder to divulge or disclose in any manner his or her PIN or allow the PIN to be displayed in clear text form.
- To situate the POS Terminal or PIN pad in such a manner as to minimize potential disclosure of the PIN during its entry by the Cardholder.
- To comply with any and all applicable Federal and Provincial laws and regulations dealing with the protection and disclosure of private information about or belonging to Cardholders.

**Submission/Deposit of Batches**

You agree to settle your terminal daily.

- All Batches must be properly completed and submitted daily. Instructions for closing and submitting Batches are provided in your POS Quick Reference Guide. Late submission will result in a delay in funding and may incur additional charges.
- Batches must be transmitted to us by 9:00 PM ET in order to be processed on the date of transmission

**Security**

- You must follow security procedures as advised by us, and to ensure that your employees are familiar with them.
- You will not allow any device to be connected to a POS Terminal, or any part of it, without our written permission.
- You are responsible for the security of all equipment that you may use to process IDP transactions and are liable for any unauthorized use of it, regardless of whether such unauthorized use was made by you, your employees, agents or customers. You are also responsible for security measures to protect your customers' PINs and the cryptographic keys loaded on your POS Terminal.
- You will take all reasonable precautions to ensure that all POS Terminals are closed and unavailable for use after business hours. You will advise us immediately if you suspect that any POS Terminal has been tampered with or if any PIN pad has been lost or stolen.
- You agree to maintain accurate logs of employee shifts and provide these logs to us within 24 hours of a request to do so as part of an investigation of a fraud incident. In the case of a suspected fraud, you agree to provide all necessary assistance and information to us, Interac, and/or the Interac Debit Card issuer necessary to investigate security incidents.

**Confidentiality of Interac Material**

Any materials or information related to the Interac Requirements provided to you are confidential information of Interac, and you shall maintain such information in confidence and shall not disclose, or permit the disclosure of, such confidential information to any third party. You may use this information only for the purpose of fulfilling your obligations under your Merchant Agreement. You acknowledge that you will be liable hereunder for any breach of such confidentiality obligations. Your obligations in respect of these materials will survive termination of your Merchant Agreement.

## Article 10. Interac Debit for In-App and In-Browser Payments

The Interac Debit for In-App and In-Browser Payments (abbreviated as Interac In-App) service enables customers to pay for goods and/or services by debiting money directly from their accounts using their mobile wallet or the Merchant's website. For further clarity, payments made for goods and/or services purchased using a customer's mobile wallet and an Online Merchant's native application on a Mobile Device are referred to as Interac In-App transactions, whereas, payments made for goods and/or services purchased, using a supported browser, through a mobile wallet on an Merchant's website are referred to as Interac In-Browser transaction. Interac Debit for In-App and In-Browser Payments is subject to all Interac Rules specified in Article 9.

## Article 11. UnionPay International

If you accept UnionPay (UnionPay or UPI), in addition to the terms and conditions set out in this Agreement.

(a) You authorize us to submit transactions to and receive settlement from UPI.

(b) You agree that (1) we may disclose Transaction Data, Merchant Data, and other information about you to UPI; and (2) UPI may use such information to conduct payment card transactions, and for authorization, clearing, settlement, analytical, fraud protection use, anti-money laundering investigations, and any other limited business uses as is necessary for the UPI Network to function.

(c) The UPI Acceptance Mark shall be displayed at all locations and at appropriate prominent places. You agree to ensure that the display of UPI marks is as obvious as marks/logos of other similar Payment Card Networks. UPI lawfully and entirely owns all intellectual property rights in respect of each of the UPI Marks and only UPI Acceptance Marks provided by us can be used. Following termination, you agree to remove all Marks displayed.

(d) You agree not to use Transaction Receipts (paper or electronic), UPI logos or marks, UPI acceptance devices or services (including terminals, payment gateways, UPI QRCs, etc.) for purposes beyond the Merchant agreement, nor shall a third party not included in the agreement be allowed to use them.

(e) You agree not to assign to any third party any payments due to you under the Agreement and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at your Establishments free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that you may sell and assign future Transaction receivables to us or our affiliated entities and/or any other cash advance funding source that has a commercial relationship with us or its affiliated entities.

(f) You agree not to give cash out on UnionPay cards.

(g) You agree to keep Transaction Receipts (paper or electronic) and original records related to transactions for at least one year. You agree to bear financial losses incurred due to inappropriate retention or loss of Transaction Receipts.

(h) You may opt out of accepting UPI at any time without directly or indirectly affecting your rights to accept Cards bearing Marks of other Card Networks.

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(i) You agree and acknowledge that deposits for valid UPI transactions are subject to China's National Holiday schedule and as such will be delayed from time to time. Information about China's National Holidays can be found at http://www.gov.cn.

**Article 12. TransArmor Data Protection Services**

74. **TransArmor Service.** The following is a description of the TransArmor Data Protection Services available to you, subject to the terms of this Agreement. The TransArmor Data Protection Services are available during a calendar year only if you have less than one (1) million Visa Card transactions and less than one million Mastercard Card transactions in such year.

(a) **Data Protection** that provides encryption of cardholder data at your payment environment and replaces the data with a token or randomly generated number

75. **Fees.**

(a) **TransArmor Data Protection Services Fee.** The fee for access to the TransArmor Data Protection Services is found in Section D of your Card Acceptance Form (CAF). You understand and agree that the payment of your fees does not affect your compliance responsibilities and obligations associated with your Merchant Account. We may increase your fees for the TransArmor Data Protection Services as provided in your Agreement.

76. **Data Protection.**

76.1. **Definitions.**

**Cardholder Information** means the data contained on a Card, or otherwise provided to Customer, that is required by the Payment Network or us in order to process, approve and/or settle a Card transaction.

**Card Replacement Expenses** means the costs that the we or you are required to be paid by the Payment Network to replace compromised Cards as the result of (1) a Data Security Event or (2) a security assessment conducted as the result of a Data Security Event.

**Data Security Event** means the actual or suspected unauthorized access to or use of Cardholder Information, arising out of your possession of or access to such Cardholder Information, which has been reported (1) to a Payment Network by you or us or (2) to you or us by a Payment Network. All Security Event Expenses and Post Event Services Expenses resulting from the same, continuous, related, or repeated event or which arise from the same, related, or common nexus of facts, will be deemed to arise out of one Data Security Event.

**Data Protection Service** — encrypts Cardholder Information at the point of transaction and replaces it with a unique identifier (a token) that is returned with the authorization response to be used instead of the card number for that transaction.

**Forensic Audit Expenses** means the costs of a security assessment conducted by a Payment Network or PCI Security Standards Council to determine the cause and extent of a Data Security event.

**Multi-Pay Token** means the option to support businesses that need to submit a financial transaction in a card-not□present situation. These tokens are unique to each merchant that uses them and are stored in place of the primary account number (PAN).

**Payment Network Assessment** means a monetary assessment, fee, fine, or penalty levied against you or us by a Payment Network as the result of (1) a Data Security Event or (2) a security assessment conducted as the result of a Data Security Event. The Payment Network Assessment shall not exceed the maximum monetary assessment, fee, fine, or penalty permitted upon the occurrence of a Data Security Event by the applicable rules or agreement in effect as of the inception date of this Agreement for such Payment Network.

**Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals. and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed and nuclear materials.

**Post Event Services Expenses** means reasonable fees and expenses incurred by us or you with our prior written consent, for any service specifically approved by us in writing, including without limitation, identity theft education and assistance and credit file monitoring. Such services must be provided by or on behalf of us or you within one year following discovery of a Data Security Event to a Cardholder whose Cardholder Information is the subject of that Data Security Event for the primary purpose of mitigating the effects of such Data Security Event.

**Program Year** means the period from June 1st through May 31st of each year.

**Registered PAN** means the process of creating a Client specific Token for a PAN.

**Security Event Expenses** means Payment Network Assessments, Forensic Audit Expenses, and Card Replacement Expenses.

**Token/Tokenization** means a form of data substitution replacing sensitive payment card values with non-sensitive token, or random number values.

**Token Request** means your ability to obtain a Multi-Pay Token for credit card information only without an immediate authorization required which permits you to store a Multi□Pay Token for future transactions involving its customer.

76.2. **Eligible Point-of-Sale Device.** The Data Protection Service can only be used with a point-of-sale device, gateway and/or VAR that are certified by us as Data Protection eligible. It is your responsibility to ensure that you have eligible equipment in order to use the services.

76.3. **Grant of License.** Subject to the terms of this Agreement, we grant to you a non-transferable, non-assignable, non□exclusive, revocable sub-license during the term of this Agreement to use the Data Protection Service and the Data Protection Service Marks (as identified in the Data Protection Rules and Procedures) in Canada in accordance with this Agreement, including without limitation the Data Protection Rules and Procedures. Upon expiration or termination of this Agreement for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the Data Protection Service shall cease. (a) Services. The Data Protection Service only applies to Card transactions sent from you to us for authorization and settlement pursuant to the Agreement, and specifically excludes electronic check transactions.

76.4. **Responsibilities of Client.** You must comply with the following regarding your use of the Data Protection Service:

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(a) You are required to comply with the Payment Network Rules, including taking all steps required to comply with the Payment Card Industry Data Security Standards (PCI DSS). You must ensure that all third parties and software used by you in connection with your payment processing are compliant with PCI DSS. Use of the Data Protection Service will not, on its own, cause you to be compliant or eliminate your obligations to comply with PCI DSS or any other Payment Network Rule. You must demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance

(b) or by successful completion of the applicable PCI DSS Self□Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with Payment Network Rules and PCI DSS. (b) Use of the Data Protection Service is not a guarantee against an unauthorized breach of your point-of-sale systems or any facility where you process and/or store transaction data (collectively, Merchant Systems).

(c) You must deploy the Data Protection Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your Merchant Systems including replacing existing Card numbers on your Merchant Systems with Tokens. Full Card numbers must never be retained, whether in electronic form or hard copy.

(d) You must use the Token in lieu of the Card number for ALL activities subsequent to receipt of the authorization response associated with the transaction, including without limitation, settlement processing, retrieval processing, chargeback and adjustment processing, and transaction reviews. (e) If you send or receive batch files containing completed Card transaction information to/from us, you must use the service provided by us to enable such files to contain only Tokens or truncated information. (f) You must use truncated report viewing and data extract creation within reporting tools provided by us.

(g) You are required to follow rules or procedures we may provide to you from time to time related to your use of the Data Protection Service (Data Protection Rules and Procedures).

(h) You will use only unaltered version(s) of the Data Protection Service and will not use, operate, or combine the Data Protection Service or any related software, materials or documentation, or any derivative works thereof with other products, materials, or services in a manner inconsistent with the uses contemplated in this Agreement.

(i) You will promptly notify us of a breach of any these terms.

76.5. **Tokenization Limited Warranty.** We warrant that the Token returned to you, as a result of using the Data Protection Service, cannot be used to initiate a financial sale transaction by an unauthorized entity/ person outside the Merchant Systems. This warranty is referred to herein as the Limited Warranty and is subject to the terms and conditions set forth in this Agreement. To be eligible for the Limited Warranty, you must maintain a processing relationship with us and be in compliance with all the terms of the Agreement, and any other agreement relating to Cards eligible for the Data Protection Service. Subject to the terms, conditions and limitations set forth in the Agreement, we agree to indemnify and hold you harmless from direct damages, including third-party claims, resulting from our breach of the Limited Warranty. The express remedy for our breach of the Limited Warranty set forth in this paragraph constitutes our entire liability and your sole and exclusive remedy for our breach of the Limited Warranty. The Limited Warranty is void if (1) you use the Data Protection Service in a manner not contemplated by, or in violation of, the Agreement, including this Agreement, or any other agreement relating to Cards eligible for the Data Protection Service or (2) you are grossly negligent or engage in intentional misconduct.

77. **Duties in the Event of a Data Security Breach.**

(a) You shall contact us immediately and, as directed by us, investigate, perform all remedial events, and cooperate fully with us, in the event of a Data Security Event. In all events, you shall not take any action, or fail to take any action, without our prior written consent, which prejudices our rights hereunder.

(b) Under all circumstances, you shall not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense.

78. **Processor Technology and IP.** All technology used by us or our licensors in connection with performing the TransArmor Data Protection Services including, software, portals, data processing systems (each of the foregoing, in object code and source code form), report templates, documentation, and materials (collectively, Processor Technology), and any of our or our licensor's patents, trademarks, copyrights, trade secrets, and other intellectual property (Processor IP), and any derivative works of or modifications to the Processor Technology or Processor IP, is the sole and exclusive property of, and is valuable, confidential, and proprietary to Processor or its licensors. Except as otherwise expressly provided herein, you shall not acquire any rights in any Processor Technology or IP as a result of receiving the TransArmor Data Protection Services. You will not file any action, in any forum that challenges the ownership of any of the TransArmor Data Protection Services, Processor Technology, or Processor IP. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the TransArmor Data Protection Services in the event of a challenge by you. No additional rights are granted by implication, estoppel, or otherwise.

79. **Data Collection.** In the course of providing the TransArmor Data Protection Services, we may collect information relating to activities on your network (the Data) including, but not limited to, network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use the Data or aggregations thereof for any reasonable purpose.

80. **Service Does Not Guarantee Compliance or Security.** You acknowledge and agree that your use of the TransArmor Data Protection Services does not guarantee your compliance with any of the rules or security standards established by the Payment Networks. You further acknowledge and agree that your use of the TransArmor Data Protection Services does not guarantee the security of your IP addresses or that your systems are secure from unauthorized access. You are responsible for establishing and maintaining your own security policies and procedures, and for compliance with the Payment Network Rules and security standards, including any obligation to notify a Payment Network and/or us of any suspected breach of your systems or any suspicious transactions or fraudulent activity. You are responsible for any fines or penalties imposed by any Payment Network any other expenses and liabilities pursuant to the Agreement. In the event of a

suspected breach of your systems or any suspicious transactions or fraudulent activity, you authorize us to share the details of any questionnaire or compliance report with the Payment Networks, and grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile. You agree and authorize payment for the additional scan. You further agree to cooperate with an investigation into such matter to include complying with the Payment Network and us pursuant to the terms of the Agreement. In addition to your obligations under the Agreement to comply with all laws, you are solely responsible for monitoring legal developments applicable to the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an ongoing compliance program.

81. **Use of TransArmor Data Protection Services and Portals.** Your use of our or our vendors' services, portals, and reports is subject to the following restrictions: (1) TransArmor Data Protection Services, portals, and reports may only be used for the stated purposes in this Agreement for your internal business purposes in accordance with all applicable laws (including any export control laws); and (2) access to TransArmor Data Protection Services portals shall be limited to only those employees and/or contractors who have an obligation of confidentiality with you and only to those who have a requirement for such access on a need to know basis and you shall be solely responsible for disabling portals accounts for those employees and /or contractors who no longer require access. You shall promptly notify us of any unauthorized use of the TransArmor Data Protection Services. You shall not (1) decompile, reverse engineer, disassemble, or otherwise derive the source code from any component of the TransArmor Data Protection Services or portals including the software embedded therein; (2) modify, enhance, translate, alter, tamper with, upgrade, or create derivatives works of the portals, software, or documentation; (3) distribute, lease, license, sell, assign, sublicense, or otherwise disseminate or transfer its rights to use any portion of the TransArmor Data Protection Services to any third party or (4) strip out or alter any trademark, service mark, copyright, patent, trade secret, ownership, or any other proprietary or Intellectual Property notices, legends, warnings, markings, or indications on or within any component of the portals, software, or documentation; or attempt (1), (2), (3) and/or (4) above. You shall notify us immediately if you know, suspect, or have reason to know that you or anyone you have granted access to the TransArmor Data Protection Services violated any provision of this Agreement. Further, you agree not to share your personal information (DDA, tax ID, MID, etc.) with a third party so they may gain access to the TransArmor Data Protection Services.

82. **Disclaimers.** We do not make and hereby expressly disclaim all representations or warranties including, without limitation (1) that access to the TransArmor Data Protection Services will be uninterrupted or error free; (2) that security breaches will not occur with respect to any information communicated through the TransArmor Data Protection Services, the Internet, or any common carrier communications facility; and (3) as to the results that may or may not be obtained by you in connection with your use of the TransArmor Data Protection Services. WE DO NOT MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) OF ANY KIND INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, AND ALL SUCH WARRANTIES, GUARANTEES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED. ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS". USE OF THE SERVICES DOES NOT GUARANTY SECURITY OR PREVENT A SECURITY BREACH OR COMPROMISE. WE MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED THAT PARTICIPATION AND/OR USE OF OUR SERVICES WILL DETECT EVERY VULNERABILITY ON YOUR SYSTEM, IF ANY, OR THAT OUR VULNERABILITY ASSESSMENTS, SUGGESTED SOLUTIONS, OR ADVICE WILL BE ERROR FREE OR COMPLETE. CUSTOMER AGREES THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR USEFULNESS OF ANY INFORMATION PROVIDED BY US, OR FOR ANY USE OF SUCH INFORMATION. You acknowledge and agree that we shall not be liable to you for any claims, damages, losses, obligations, costs, or expenses or other liability arising directly or indirectly from or otherwise concerning (1) any termination, suspension, delay, or disruption of service (including billing for a service) by the Internet, any common carrier, or any third-party service provider; (2) any failure, disruption, or malfunction of any of the TransArmor Data Protection Services, the Internet, or any communications network, facility, or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (3) your failed attempts to access the TransArmor Data Protection Services or to complete transactions via any of the TransArmor Data Protection Services; (4) any failure to transmit, obtain, or collect data or for human, machine, or software errors or faulty or erroneous input by you; (5) any damages resulting from any delays and/or losses arising in connection with the TransArmor Data Protection Services provided hereunder; or (6) any loss of or inability to access data or information stored or generated by TransArmor Data Protection Services.

83. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement or elsewhere, our cumulative liability to you for any claim related to this Agreement, and your use of TransArmor Data Protection Services (whether arising from tort, statute, contract, or otherwise) shall in all cases be limited to the actual, direct, and proven out-of-pocket losses, damages, or expenses suffered or incurred by you. Furthermore, our cumulative liability to you shall not, in any case, exceed the TransArmor Services Fees paid to us by you during the 12-month period immediately preceding the date the event giving rise to the claim occurred. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall we be liable to you or to any third party for any indirect, special, incidental, consequential, punitive, or unproven losses, damages, or expenses of any kind, including, without limitation, lost profits or loss of goodwill arising from the use or inability to use TransArmor Data Protection Services including, without limitation, the inability to access your data or information generated or stored on TransArmor Data Protection Services, and regardless of whether such claim arises in tort, in contract, or by statute or regulation, each of which is hereby excluded, regardless of whether such damages were foreseeable or whether you have been advised of the possibility of such damages. The parties acknowledge and agree that the provisions and limitations of this section are of the essence of this Agreement and that absent them, the parties would not have agreed to this Agreement.

84. **Miscellaneous; Termination.** Except as may be provided in the Agreement, a person who is not a party to this Agreement, shall have no rights or remedies under this Agreement. Our obligations hereunder are subject to our ability to obtain and maintain any and all required governmental licenses, permits or other authorizations, and our ability to comply with any and all laws, regulations, orders and other governmental directives which may be imposed related to the

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TransArmor Data Protection Services. We may terminate any or all of the TransArmor Data Protection Services at any time for any reason.

**Article 13. PCI Rapid Comply Services.**

85. **PCI Rapid Comply Services.** If you elect to enroll, PCI Rapid Comply Services are available to you, subject to the terms of your Card Acceptance Form and this Agreement. As a subscriber of PCI Rapid Comply Services:

(a) We give you access to tools that you can use to help you meet your PCI DSS compliance obligations. PCI Rapid Comply provides access to online PCI DSS SAQ to validate PCI data standards. If an internet scan is required to complete the SAQ, you will have access to such scanning services. PCI Rapid Comply does not include a Liability Warranty.

(b) Your use of PCI Rapid Comply Services does not (1) guarantee compliance with any laws, Payment Network Rules, or applicable standards (including the PCI DSS), (2) affect your obligation to comply with laws, Payment Network Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Security Event. We make no promise that use of PCI Rapid Comply Services will detect every vulnerability on your system, or that our vulnerability assessments, suggested solutions, or advice are error free or complete. You agree that we are not responsible or liable for the accuracy or completeness of any information provided by us. Your use of PCI Rapid Comply Services involves inherent risks, including system performance, availability, and data corruption. You have sole responsibility to back up and/or otherwise protect your data, systems, and service.

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(c) You further acknowledge and agree that your use of PCI Rapid Comply Services does not guarantee the security of your IP addresses or that your systems are secure from unauthorized access. You are responsible for establishing and maintaining your own security policies and procedures, and for compliance with the Payment Network Rules and security standards, including any obligation to notify a Payment Network and/or us of any suspected breach of your systems or any suspicious transactions or fraudulent activity. You are responsible for any fines or penalties imposed by any Payment Network and any other expenses and liabilities pursuant to the Agreement. In the event of a suspected breach of your systems or any suspicious transactions or fraudulent activity, you authorize us to share the details of any questionnaire or compliance report with the Payment Networks, and grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile. You agree and authorize payment for the additional scan. You further agree to cooperate with an investigation into such matter to include complying with the Payment Network and us pursuant to the terms of the Agreement.

In addition to your obligations under the Agreement to comply with all laws, you are solely responsible for monitoring legal developments applicable to the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an ongoing compliance program.

86. **Fees.**

86.1. **PCI Rapid Comply Services Fee.** The fee for access to PCI Rapid Comply Services is provided on your Card Acceptance Form. You understand and agree that the payment of your fees does not affect your compliance responsibilities and obligations associated with your Merchant Account. We may increase your fees for PCI Rapid Comply Services as provided in your Agreement.

86.2. **Compliance Fee.** Clients opting out of the PCI Rapid Comply Services will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability scan, if required, of up to five IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

86.3. **Non-Receipt of PCI Validation Fee.** You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

1. You obtain any quarterly or other periodic PCI-approved vulnerability scans that the Payment Network Rules require you to obtain (for example, if you accept Internet transactions);
2. You remediate vulnerabilities identified by your scans in ways that enable you to comply with the Payment Network Rules and applicable standards (including the PCI DSS); and
3. You confirm that you are following certain data security protocols by (1) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (2) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

87. **License Grant.** Subject to the terms of this Agreement, we hereby grant to you a non-exclusive, non-transferable, non-assignable revocable sublicense to (1) access and use the PCI Rapid Comply Service solely for the benefit of you and only on a single computer or computer network owned or licensed by you, (2) access and use the PCI Rapid Comply Service solely for its intended use, and (3) use all applicable end user documentation. Upon expiration or termination of the Agreement or this Agreement for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the PCI Rapid Comply Service shall cease.

88. **Access.** You acknowledge and agree that, although you will generally have access to the PCI Rapid Comply Service 24x7x365 (except in the event of a force majeure event), access to customer accounts and certain other services may not be available on a continuous basis and the PCI Rapid Comply Service will be subject to periodic downtime to permit, among other things, hardware and/or software maintenance to take place.

89. **Data Disposal.** From time to time, your account data or information, which is over 180 days old, may be deleted, purged, or otherwise disposed. In addition, only a limited amount of your account data or information may be available online. Therefore, you are advised to print and download your account data and information, for record keeping purposes, on a periodic basis. You specifically agree that we are authorized to delete or dispose of your data or information and shall not be responsible for the deletion or disposal of your data or information from the PCI Rapid Comply Service. You assume

full responsibility to back up and/or otherwise protect your data against loss, damage, or destruction prior to and during all phases of the PCI Rapid Comply Service, and to take appropriate measures to respond to any potential adverse impact of the systems or disruption of service.

90. **Copyrighted Material.** The PCI Rapid Comply Service (including the website), contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, software, photos, video, and graphics. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, whether copyrighted, trademarked, or proprietary, or otherwise. You may download copyrighted material solely for your own internal use as contemplated under this Agreement. Except as expressly provided by copyright law, any copying, redistribution, or publication must be with the express permission of the owner. In any copying, the redistribution or publication of copyrighted material and any changes to or deletion of author attribution or copyright notice is expressly prohibited.

## Article 14. Clover Services

91. If you elect to use the Clover Service, the following additional terms and conditions shall apply. The Clover Service is provided to you by FCL. The Clover Service, transactions processed, and other matters contemplated under this article are subject to the terms and conditions of the Agreement, as applicable.

92. **Definitions.** Capitalized terms used herein shall have the meanings given to such terms as set forth in this article. **Clover** means Clover Network, Inc. **Clover Marks** means the trademarks or service marks of Clover, an affiliate of Processor. **Clover Service** means the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation, and derivative works released by FCL from time to time. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by you separately from the Clover Service (e.g., any applications downloaded by you through an application marketplace). The Clover Service is deemed part of the Services, as defined in and provided under the Agreement. **Customer** means a Person who makes a purchase of goods or services from you, the transaction for which utilizes the Clover Service. **Customer Information** means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service. **Device** means a tablet, smartphone, or other mobile or fixed form factor identified by FCL from time to time as compatible with and capable of supporting the Clover Service. **Third-Party Services** are the services, products, promotions, or applications provided by someone other than FCL.

93. **License Grant.** During the term of the Agreement, FCL grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to electronically access and use the Clover Service solely in Canada to manage your establishment and conduct associated point-of-sale activities within Canada in accordance with the terms of this Agreement. The Clover Service is for your internal business use only. This Agreement does not grant you any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain our, our affiliates', our vendors', or our licensors' (as applicable) sole and exclusive property, and any and all right, title, and interest associated with the Clover Service not expressly granted by FCL in this Agreement are deemed withheld.

94. **Restrictions**. You may not, nor may you permit any third party to do any of the following: (a) access or attempt to access the Clover Service (or any part) that is not intended or made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas, or algorithms of the Clover Service (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (d) create derivative works of or based on the Clover Service (or any part) or the Clover Marks; (e) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted herein; (g) access or use (in any format) the Clover Service(or any part) through anytime-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship the Clover Service (or any part) outside of Canada, or access the Clover Service (or any part) from outside Canada, without in any case obtaining our advance written consent; (j) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or the Clover Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on our infrastructure, network capability or bandwidth; or (l) use the Clover Service (or any part) except as permitted in Section 93 above.

You shall not take any action inconsistent with the stated title and ownership in Section 93 above. You will not file any action, in any forum that challenges the ownership of any part of the Clover Service, any related software, materials, or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Clover Service in the event of a challenge by you.

95. **Clover Service Limitations and Requirements.**

95.1. You may access the Clover Service through your Device using a wired (ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service maybe subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

95.2. You may use the Clover Service to conduct point-of-sale activities offline; transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Clover System is restored.

95.3. The Clover Service does not function with every mobile device. FCL may alter which Devices are approved as compatible with the Clover Service in our discretion from time to time.

95.4. We may perform maintenance on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.

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95.5. You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website at www.clover.com.

95.6. You shall comply with the following requirements in connection with your use of the Clover Service:

(a) With respect to each Customer who requests the delivery of transaction receipts via text message or e-mail, such Customer must enter their phone number or e-mail address in the appropriate space displayed on the Device themself; you are NOT permitted to add or modify any Customer Information (including but not limited to phone number and e-mail address) on behalf of a Customer.

(b) With respect to each Customer who desires to receive marketing material or other communications from you via text message or e-mail, such Customer must check the appropriate consent check box displayed on the Device themself; you are NOT permitted to add or modify a Customer's consent indication on their behalf.

(c) You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer's provided phone number, street address, and/or e-mail address if the Customer has specifically consented by checking (themself) the applicable box displayed on the Device.

(d) NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME PROVINCES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED THEIR CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (1) YOUR USE Of CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, PROVINCIAL, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (2) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (3) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

(e) If TransArmor software is resident on your Device at the time we provide you with the Device and therefore part of the Clover Service, it will be used to perform such encryption and tokenization (TransArmor Service) and the additional terms set forth in Article 12 apply. However, you will only receive the applicable TransArmor service subscribed by you as set forth in the Application.

(f) You are responsible to provide and obtain any disclosures and consents related to Canada's Anti-Span Legislation that may be required in connection with your communications and agreements with your Customers.

96. **Fees.** You shall pay FCL the fees for Clover Service as set forth on the Application.

97. **Term and Termination.** Notwithstanding Article 6, subsection 23, upon as much advance notice as is commercially practicable, we may suspend or terminate the Clover Service if (a) we determine that you are using Clover Service for any fraudulent, illegal, or unauthorized purpose, (b) you violate the terms of this article or an Event of Default occurs under the Agreement, we terminate our agreement with any third parties that are involved in providing the Clover Service, or (d) FCL otherwise decides to discontinue providing the Clover Service. You acknowledge and agree that an occurrence of (a) or (b) above may be deemed an Event of Default under the Agreement, thereby affording FCL all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Agreement without notice.

98. **Third-Party Services.** The Clover Service may contain links to third-party services (e.g., an application marketplace). If you decide to use third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with third-party services (including obtaining and maintaining any required third-party hardware and/or software that is required for the third-party services to work with the Clover Service). Your access of any third-party services is at your own risk. Third-party services are not governed by the terms and conditions of this Agreement. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD□PARTY SERVICES (e.g., APPLICATION MARKETPLACE AND ANY APPLICATIONS AVAILABLE AT SUCH APPLICATION MARKETPLACE) IS DOWNLOADED AT YOUR OWN RISK. FCL WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND FCL EXPRESSLY DISCLAIMS ANY LIABILITY RELATED TO ALL THIRD-PARTY SERVICES. FCL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD-PARTY SERVICES OR PRODUCTS.

99. **Account Registration.** We may require you to register and create a Member or Merchant account to use the Clover Service. If and when prompted by our registration process, you agree to (a) provide true, accurate, current, and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current, or incomplete, we have the right to terminate your Clover Service account (Account) and refuse any and all current or future use of the Clover Service.

100. **Privacy and Data Use**. All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Services (collectively, Account Data), is collected by Clover and not FCL; therefore, the use and sharing of such Account Data is controlled by the Clover Privacy Policy (available at www.clover.com). You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement.

101. **Protecting Your Information.** You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details, and any other security or access information used by you to use or access the Clover Service are kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to any third party (including Clover) containing Account Data. When we receive communications containing Account Data, we assume you sent it to us. You must immediately notify us if you become aware of any loss, theft, or unauthorized use of any Account Data. We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

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102. **Accuracy of Information.** You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

103. **Clover Service Disclaimer. USE OF THE CLOVER SERVICE OR ANY EQUIPMENT PROVIDED** WITH THE CLOVER SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED AS IS AND FCL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR FREE, OR THAT THE CLOVER SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

104. **Indemnity.** Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(b) Your failure to comply with all terms and conditions in this article;
(c) Your use of any Customer Information obtained in connection with your use of the Clover Service;
(d) The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or e-mail address collected through the use of the Clover Service; or
(e) Any other party's access and/or use of the Clover Service with your unique username, password, or other appropriate security code.

105. **Notices.** We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement.

106. **Amendment.** We have the right to change or add to the terms of this article at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Clover Service with notice provided to you as set forth in Section 105 above. Any use of the Clover Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

107. **Ideas.** You may choose or we may invite you to submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service (Ideas). By submitting any Idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) we are free to use and disclose any Idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use, or disclosure of any portion of any Idea.

107.1. **Third-Party Beneficiaries.** FCL Affiliates and any Persons FCL uses in providing the Clover Service are intended third-party beneficiaries of this article, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this Section 108, nothing in this article is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this article.

## ☐ 11. Confirmation

**By signing below, you:**
**(i) confirm that you have received and read this Merchant Processing Agreement which includes the Confirmation Page and**
**(ii) agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**
**(iii) acknowledge that you have executed the Agreement using an electronic signature process and that signature reflects your agreement to be bound to the General Terms and Conditions set forth in the Agreement.**

**Business Principal Signature:**

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SIGN HERE

[redacted]

SCHEDULE "A" TO BY-LAW 2026-

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