



Shopify Terms and Conditions

The following terms and conditions apply to the software application provided to you by Moneris Solutions Corporation (“**Moneris**”), which enables you to use Moneris’ payment services on an integrated basis with the hosted commerce platform provided by Shopify, Inc. or its affiliates (“**Shopify**”) (such application, the “**Application**”). For certainty, the term “Application” refers only to that software provided or made available to you by Moneris, and not to any services, including any software, made available by Shopify. You are responsible for obtaining any necessary rights, licenses or permissions as required by Shopify to use its services and for complying with all terms and conditions that apply to your use of Shopify’s services. Moneris makes no representations or warranties concerning Shopify’s services.

Without limiting any other agreement, terms or conditions between you and Moneris, including, without limitation, as set forth in your merchant agreement with Moneris (“**Merchant Agreement**”), you hereby agree and acknowledge that:

- (i) Moneris is solely responsible for the Application;
- (ii) Shopify is not liable for any fault in the Application or any harm that may result from its installation or use;
- (iii) except where expressly stated by Shopify, Shopify cannot provide assistance with the installation or use of the Application; and
- (iv) Moneris is solely responsible for any liability which may arise from your access to or use of the Application (for clarity, excluding liability pertaining to Shopify’s hosted commerce platform itself), including: (A) the development, use, marketing or distribution of or access to the Application, including support of the Application; or (B) Moneris’ access, use, distribution or storage of information pertaining to you.

You may not download, install or use the Application unless you have a valid Merchant Agreement. Except as set forth in the Merchant Agreement, Moneris makes no representations or warranties concerning the Application, including any warranty of non-infringement or fitness for a particular purpose.