Automated Billing Updater (ABU) Schedule
Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the "**Agreement**") contains the additional terms and conditions that apply if we provide ABU Service (as defined below) to you. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you first use the ABU Service. For greater certainty, this Schedule is part of the Agreement and remains subject to all of the other applicable terms and conditions of the Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Agreement, the terms and conditions of this Schedule will govern with respect to the ABU Service. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the ABU Service after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

DEFINITIONS

The following is a list of definitions that will assist you in understanding this Schedule.

"ABU Service" *means a Card Brand sanctioned and/or supported account billing updater service that enables you to obtain updated Cardholder information when your customers' Cardholder account information changes due to reasons including but not limited to Card expiry, Card reissuance and portfolio sales.*

"Cardholder Record" *means a Cardholder's Card information.*

"Match" *means that the ABU Service provides updated information for a Cardholder Record submitted by you.*

ABU SERVICE TERMS AND CONDITIONS

(a) To request an update for your customers' Cardholder accounts, you will submit an encrypted file of the applicable Records, in the form prescribed by us from time to time (a **"Query File"**).

(b) We will obtain from the Card Brands available update information for the Cardholder Records and provide the information to you in an encrypted file. We are not responsible for ensuring that all Cardholder Records submitted by you receive updated information and cannot advise you in advance if updated information is available for any particular Cardholder Record. We will only provide updated information for a Cardholder Record if such information is available and provided by the applicable Card Brand.

(c) You represent and warrant that you have all of the necessary authority and consent from the Cardholder with respect to the collection, use and disclosure of any personal information in respect of your use of the ABU Service.

(d) We will make commercially reasonable efforts to make the ABU Service generally available, but cannot guarantee the availability of the ABU Service at any particular time. For greater certainty, we are entitled at any time, and without prior notice, to interrupt your access to the ABU Service for any reason, including without limitation for security considerations or to do maintenance work.

(e) You may terminate the ABU Service at any time upon sixty (60) days prior written notice.

(f) The fees for the ABU Service are payable in accordance with your Card Acceptance Form and the terms of the Agreement.

BE PAYMENT READY

(g) You agree that we may debit your bank accounts or otherwise collect the fees referenced above in accordance with the terms of the Agreement. In the event that any such debit cannot be processed, you will immediately pay Moneris the amount of the debit together with applicable interest. An account statement will be sent to you by mail or provided electronically, detailing the specifics relating to the monthly charge.

(h) We will not be liable for any claims, losses, costs, exemplary, punitive, special, incidental, direct, indirect or consequential damages caused by the unavailability or performance failure of the ABU Service, including without limitation lost profits, lost revenues, lost business opportunities or loss of goodwill.