



BE PAYMENT READY

Fraud Tools Schedule Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the “**Agreement**”) contains the additional terms and conditions that apply if we provide Fraud Tools (as defined below) to you. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Moneris Merchant Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you first use the Fraud Tools. 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 Fraud Tools. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the Fraud Tools 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.

*“**Device Analysis**” means analysis that scores a specific device used in a proposed Ecommerce Transaction to assist in identifying fraud and authenticating returning customers.*

*“**Device Intelligence Report**” means any report of the results of the Device Analysis and containing a Device Score.*

*“**Device Score**” means the score provided using the Device Analysis for a single proposed Ecommerce Transaction.*

*“**Device Intelligence Report Request**” means a request made to obtain a Device Intelligence Report. For greater certainty, depending on the solution you use to obtain the Transaction Risk Management Tool, a request for a Device Intelligence Report may be automatic for each Ecommerce Transaction conducted by you, or you may need to make a separate request to obtain a Device Intelligence Report in respect of each Ecommerce Transaction for which you wish to obtain a Device Intelligence Report.*

*“**Ecommerce Transaction**” means any Transaction in which a Cardholder, using a device and a Card, initiates an online transaction to pay for your goods or services.*

*“**Fraud Tools**” means the products and services that we make available for use by you in connection with your management of fraud, including CVD, AVS, Verified by Visa, MasterCard Secure Code and the Transaction Risk Management Tool.*

*“**Transaction Risk Management Tool**” means the service whereby we provide to you a Device Analysis and a Device Intelligence Report with respect to a single proposed Ecommerce Transaction.*

*“**Transaction Information**” means any information gathered by us in connection with performing the Device Analysis for you.*

FRAUD TOOLS TERMS AND CONDITIONS

- (a) You will use the Fraud Tools in accordance with any and all specific requirements for such Fraud Tools as required by the Card Brands.
- (b) You will use the Fraud Tools solely in compliance with applicable law including, without limitation, privacy laws.



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- (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 information pertaining to the Ecommerce Transaction and/or the Cardholder (including Transaction Information provided by you) in respect of your use of the Transaction Risk Management Tool.
- (d) The fees for the Fraud Tools are set out in your Card Acceptance Form. You agree that we may debit your bank account or otherwise collect these fees in accordance with the terms of the Agreement. In the event that any such debit cannot be processed, you will immediately pay to us 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 fees.
- (e) You are solely responsible for the content and accuracy of any information, including without limitation Transaction Information, provided by you, and we take no responsibility for reviewing or checking the accuracy thereof.
- (f) You agree that (i) no Device Intelligence Report or related information provided by us in connection with the Transaction Risk Management Tool will be considered to be a consumer report subject to any applicable consumer reporting legislation, including the Consumer Reporting Act (Ontario), or any similar statute under Canadian federal law or Ontario other provincial law (collectively, "**Consumer Reporting Legislation**"), fair credit reporting laws and any similar applicable statute; and (ii) you will not use the Device Intelligence Reports (or any other data provided by us in connection with the Transaction Risk Management Tool) for making credit eligibility decisions or for any other purpose set out in any Consumer Reporting Legislation.
- (g) You acknowledge that Transaction Information will, in an anonymous format, become part of a third party database for use by such third party in providing the Transaction Risk Management Tool to you and other third parties.
- (h) If you decline to proceed with the Ecommerce Transaction for any reason, you will notify the Cardholder of the fact that the Ecommerce Transaction has been declined and, upon request by the Cardholder, provide information regarding the nature and source of the information that led to the decline by you.
- (i) The Fraud Tools (including, without limitation, the Transaction Risk Management Tool and each Device Score and Device Intelligence Report) is provided to you on an "as is" and "as available" basis. We do not make any warranty with respect to and specifically disclaim any warranties and conditions with respect to the operation of the Fraud Tools or any particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, and non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice. We do not warrant that the Fraud Tools will be uninterrupted or error-free. For greater certainty, we are entitled at any time, and without prior notice, to interrupt your access to the Fraud Tools for any reason, including without limitation for security considerations or maintenance work.
- (j) Our sole liability for failure to provide any of the Fraud Tools or provide any Device Score or Device Intelligence Report with respect



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to an Ecommerce Transaction will be to refund the applicable Fraud Tools fee associated with the respective Ecommerce Transaction. For greater certainty, and notwithstanding anything to the contrary, in no event will we 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 Fraud Tools, including without limitation lost profits, lost revenues, cost of procurement of substitute services, lost business opportunities or loss of goodwill. Our total liability for any and all claims arising in connection with the Fraud Tools shall not exceed, in the aggregate, the sum you have actually paid to us for the Fraud Tools during the three (3) months immediately preceding the event that first gave rise to the first claim for which we are found liable in connection with the Fraud Tools under the Agreement, less any costs and expenses incurred by us in providing the Fraud Tools to you during such three (3) month period.

- (k) You will indemnify and hold us, our licensors, parent companies and affiliates, and each of their respective officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with (i) your use of the Fraud Tools, including without limitation the Transaction Risk Management Tool or any of the materials provided to you in connection with the Transaction Risk Management Tool; (ii) a claim alleging that use of any information or data from us or you, which you request to be used to perform the Transaction Risk Management Tool for you, infringes the rights of, or has caused harm to, a third party; (iii) a claim arising from the breach by you of any of Moneris' privacy policies or security policies with respect to the Fraud Tools; (iv) any refusal to process a

transaction based on any Device Score or other Transaction Risk Management Tool provided to you hereunder.