

## SUMMARY OF IMPORTANT MERCHANT AGREEMENT TERMS

Summarized below are certain important provisions of the Merchant Agreement to help answer certain questions you might have. You are however obligated to the complete terms of the Merchant Agreement.

1. By submitting a Merchant Application or by using other payment processing services ("Services"), you are agreeing that you have read and agree to the full terms and conditions contained in the Merchant Agreement. The Merchant Agreement governs your rights and obligations regarding your use of the Services. The Merchant Agreement will not be legally binding until our underwriting department approves your Merchant Application.

2. To be eligible, you must: (a) live or have a principle place of business in Canada; (b) not be engaged in any illegal activity or any other activity that may harm or damage Intuit's reputation; (c) not be listed on the VISA Terminated Merchant File, MasterCard MATCH, or any other prohibited merchant list.

3. You must meet the eligibility requirements in our [Acceptable Use Policy](#). If you are engaged in any of the restricted activities or businesses prohibited under our Acceptable Use Policy, you may not use our Services.

4. You can find rates and fees in the [Pricing Schedule](#). The Pricing Schedule is incorporated by reference into the Merchant Agreement.

5. You must be an officer, authorized agent, principle/owner or otherwise authorized to act on behalf of the business.

6. In addition to the business on whose behalf you are acting, you personally are a party to the Merchant Agreement and you will be personally liable for any amounts the business owes to Intuit. We may debit your personal bank account, if required, for amounts the business owes to us.

7. You agree to us making inquiries to verify your identity and determine your personal and the business' current and ongoing creditworthiness, including, obtaining your credit report, in connection with the approval of your Merchant Application. We may share or report your personal and credit information to third parties.

8. You are responsible for refunds, returns, and liable for customer disputes including Chargebacks. There are many reasons why a Chargeback may occur. Intuit typically does not control what transactions are charged back or the ultimate resolution of a Chargeback. When Chargebacks occur, we will debit from your settlement funds, reserve or bank account for Chargeback amounts and fees.

9. If you wish to dispute any charge or settlement of a transaction we have processed on your behalf, you must notify us within 45 days of the date of the statement where the charge or settled transaction appears.

10. We have assumed certain risks by agreeing to provide you with card processing and other payment processing services. Accordingly, we may take certain actions to mitigate our risk, including monitoring of your transactions, setting a reserve, suspending or terminating the Agreement under certain circumstances. We may suspend the disbursement of the proceeds from your card and other payment transactions to you for the time that we may need to investigate

suspicious or unusual transactions or processing activity and that such suspension may subject you to additional fees.

11. We will rely on the information you provided in the Merchant Application and you agree that the information provided in the Merchant Application is true, complete and accurate. You agree that your failure to provide accurate information in connection with the Merchant Application may result in our withholding of funds or terminating the Merchant Agreement.

12. You agree to communicate and conduct business with us electronically. You understand you will receive electronic mail messages from us.

13. You acknowledge that you will enter into the Merchant Agreement (including the PAD Authorization in Section 10) electronically (by clicking "I Agree" during the application process) and without the need for written signatures.

14. From time to time, we amend the Merchant Agreement and any policies regarding the Services, with or without notice. From time to time we may also amend the Pricing Schedule upon 90 days' prior written notice to you. In that event that we amend the Pricing Schedule, subject to Section 43, all such amendments will be binding on you and they will be your responsibility to pay, effective upon the date specified in the notice.

June 2015

## **INTUIT MERCHANT AGREEMENT**

Thank you for selecting the Services offered by **Intuit Canada ULC** and/or its subsidiaries and affiliates (referred to as "Intuit", "we", "our" or "us") for your payment processing needs. Please review this Merchant Agreement ("Agreement") thoroughly as it is a legal contract between Intuit, you and the business entity on whose behalf you are acting. In this Agreement, "you" and "your" refers to you, the business, its designated agents, principles, guarantors or owners (collectively "Merchant"). This Agreement is effective as of the date we approve your Merchant Application. By submitting the Merchant Agreement and using the Services, you are agreeing to the terms of this Agreement.

### **A. GENERAL TERMS**

**1. Agreement.** This Agreement describes the terms governing your use of payment processing services (collectively, "Services"), which will enable you collect payment from your customers. This Agreement governs your use of the Services and includes by reference:

- [Intuit's Privacy Statement](#), [Acceptable Use Policy](#) and [Pricing Schedule](#) provided to you on this website or to you otherwise.
- Additional Terms and Conditions, as provided, which may include those from third parties (such as the Commercial Entity Agreement).
- Any terms provided separately to you for the Services, including product or program terms, ordering/pricing, activation, payment terms, etc.

**2. Eligibility.** The Services may be available in Canada, excluding Quebec. To be eligible to use the Services, you: must not be domiciled, reside, or have a principle place of business outside of Canada; must not be engaged in any illegal activity or any activity reasonably likely to cause notoriety, harm or damage the reputation of Intuit, our sponsor banks, card or payment network (such as VISA, MC, American Express, Discover); must not be listed on a VISA Terminated Merchant File, MasterCard MATCH, or any other third party or governmental prohibited merchant or individual lists; and must comply with our [Acceptable Use Policy](#). You may only use the Services for the business and purpose described by you in your Merchant Application.

**3. Your Personal Guarantee.** Intuit requires that an individual authorized to act on behalf of the business, be a party to this Agreement and personally guarantee (the "Guarantor") business' full and faithful performance of its duties and obligations under this Agreement. You agree that in addition to obligating the business, you are providing your unconditional and irrevocable personal guarantee of the business' performance of its obligations under this Agreement. Your personal guarantee is a general, continuing, absolute and irrevocable guarantee, and includes your guarantee for payment of monies owed by the business to Intuit. You agree and understand we may proceed directly against you as Guarantor without first exhausting our remedies against the business entity. This guarantee shall remain effective despite, and you as Guarantor shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by us or any other person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, whatsoever, whether similar or dissimilar to the foregoing that might in any manner (but for the operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to you as Guarantor, even if known by us, other than the due payment and performance in full of all of the obligations owed to Intuit under this Agreement. Intuit's decision to enter into this Agreement and continuing to provide the Services to the business is conditioned on the your personal financial stability, and you, as Guarantor, hereby authorized us, to conduct any necessary identity and credit checks at any time to determine your creditworthiness as Guarantor. Late payments, missed payments, non-payment and other defaults on your Merchant Account will be reflected in your business and/or personal or individual credit report.

**4. Verification; Credit Checks.** You agree and authorize us (directly or through third parties) to make any inquiries we consider necessary to verify your identity, account information or to determine your current and ongoing creditworthiness and the current and ongoing credit worthiness of the Guarantor, and in particular, you consent to us obtaining credit, financial, and related personal or business information about you (including a consumer, credit or other report) from any credit bureau or credit reporting agency from time to time in connection with this Agreement for such purposes. This may include asking you to confirm ownership of your email address, mobile/phone numbers, bank accounts, or by verifying your information against third party databases (including by obtaining your individual and business credit report, personal profile or other information from one or more third party databases). If you are a QuickBooks merchant, you agree that we may access and use your QuickBooks information for underwriting, identity verification or fraud analysis purposes. You further agree and authorize us to share credit reports and any other information we have on you or the business with any third party, to the extent such parties provide Services to you or us. Additionally, you agree that your bank and the consumer reporting agencies may release any and all individual and business credit and financial information to us. You further authorize us to disclose any information obtained from any source (including credit reports) to any governmental, administrative or regulatory entity, our respective

vendors and affiliates for fraud or verification purposes or to comply with applicable law or investigation. You acknowledge and agree that we may request that you provide additional information at any time, including but not limited to: a copy of a government issued ID (such as a passport or driver's license); your business license; taxpayer ID number; financial or bank statements; or your personal or business tax returns. These authorizations will be valid so long as required to fulfill the purposes described in this Agreement.

**5. Participating Sponsor Banks; Commercial Entity Agreements.** You acknowledge and agree that this Agreement is between you and Intuit, not with any other third party (including, but not limited to, any card or payment network such as MasterCard, VISA, Discover, American Express, or any of our sponsor banks), however, these third parties are third party beneficiaries of this Agreement. We may require that you enter into separate and direct agreements (a "Commercial Entity Agreements") with one or more of our sponsor banks or card network if your processing volume exceeds certain threshold amounts. We will notify you if this occurs. A copy of the [Commercial Entity Agreements](#) can be found at [quickbooks.intuit.com/legal/payments](http://quickbooks.intuit.com/legal/payments). Your continued use of the Services after we notify you will constitute your agreement to the terms and conditions of the Commercial Entity Agreement, except that if increased or new pricing terms apply, including but not limited to card processing rates and fees, we will provide you with at least 90 days prior notice and subject to Section 43, your continued use of the Services after receipt of the notice and the expiry of 90 days will constitute your agreement to the terms and conditions and contained in the Commercial Entity Agreements.

You agree that our sponsor bank and all parties to a Commercial Entity Agreement may rely on the information you provided in your Merchant Application for approval and underwriting of your Commercial Entity Agreement. Terms of the Commercial Entity Agreement will govern your use of the specific services contemplated under the Commercial Entity agreement.

**6. Merchant Application; Updating Your Information.** You must complete a Merchant Application and be approved by our underwriting department prior to your use of the Services. Once approved, you will be issued a Merchant Account (see Section 13 below). You agree that the information you provided in the Merchant Application (or otherwise requested by Intuit as part of an application or investigation process) is true, accurate and complete. On an ongoing basis, you agree to update us with the current address of your home and business, all "Doing Business As" (DBA) names used by you, list of principles, owners or officers, home addresses, personal and business telephone, URL (web address), email addresses, and a complete description of goods sold and services provided by the business. If the scope or nature of your business or the type of products or services you offer changes, you agree to notify us prior to a change. You are liable to us for all losses and expenses incurred by us arising out of your failure to report any changes to us. Intuit reserves the right to immediately terminate this Agreement or suspend your access to the Services in the event of a change in information you previously provided to us.

**7. Pricing and Payment.** For a list of rates and fees, see the [Pricing Schedule](#). The Pricing Schedule is subject to change upon us providing you with 90 days' prior notice. All fees due in connection with the Service are non-refundable, whether such fees are set-up fees, transaction fees, monthly subscription fees or other fees. You agree to immediately pay to us all fees set forth in your Merchant Application, the Pricing Schedule and/or other provisions of this Agreement or any other agreements you may have with Intuit. You agree that you will also be responsible for any Chargebacks and any fees, fines or penalties assessed to us or to you by any card or payment network as a consequence of your use or misuse of the Services or your card processing activities. You agree that we may collect fees and other amounts owed under this Agreement

including, but not limited to, by netting against the proceeds of your processing activity; by debiting your Bank Account, Reserve Account or any other account you may have at any financial institution; or exercising any other legal rights and remedies we may have under law or equity. You agree that we may collect reasonable fees (including legal fees) arising out of, or related to, our efforts to collect fees or other amounts from you. In the event of a late payment, we reserve the right to assess a late payment fee, plus a finance charge equal to one and one-half percent (1.5%) per month on the unpaid amount (equal to a rate per annum of 18%), or the highest rate allowable by law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of a late payment fee and finance charges will not excuse or cure any breach or default for late payment. From time to time, Intuit may modify fees payable by you, (including fees or rates detailed in the Merchant Application, Pricing Schedule or other provisions of this Agreement) by providing you with 90 days' prior notice of a fee or rate change. You agree that your continued use of the Services after such 90 day notice period will serve as your acceptance of any change. If you wish to dispute payment to, or collection by Intuit of any fee, you must provide written notice of such dispute within 45 days after you received a statement containing the charge.

**8. Per Transaction and Monthly Processing Limits.** We will establish processing limits and assign a maximum dollar amount per transaction and/or an aggregate maximum dollar amount per calendar month (or any other time period we designate) that you may process using the Services. You may request an increase in your per transaction limit or your aggregate processing volume by submitting a request to us. Any increase shall be at our sole discretion, and we reserve the right to reverse and decrease any maximum amounts previously authorized. Any increase granted by us may be conditional upon and require the establishment of a Reserve Account (defined in Section 13 below).

**9. Settlement of Transactions.** Intuit will accept all valid transactions processed by you under the terms of this Agreement and shall present the same to the appropriate financial institution for collection against your customer's or payor's account. Settlement of all transactions is subject to this Agreement and applicable card and payment network rules and regulations. Intuit may provisionally credit to you the value of a processed transaction but reserves the right to adjust amounts credited to you to reflect the value of Chargebacks, fees, penalties, late submission charges, the difference in currency exchange if the Chargeback amount is greater than the original sale, issuer claims and items for which Intuit did not receive final payment for any reason. We may refuse to accept any transaction or revoke our prior acceptance or settlement of a transaction in the following circumstances: (a) the transaction giving rise to a transaction receipt was not made in compliance with all the terms and conditions of this Agreement; (b) a customer or payor disputes his liability for any reason, including but not limited to those Chargeback rights enumerated in applicable card or payment network rules; (c) a transaction giving rise to a receipt was not directly between you and a cardholder or payor; or (d) a transaction is outside the parameters indicated on the Merchant Application. You agree to pay for any amount previously credited to you and not accepted or later revoked by Intuit.

**10. Bank Account/PAD Authorization.** You will need to establish and maintain a checking account ("Bank Account") at a financial institution of your choice to facilitate payment of fees to Intuit and the transfer of amounts due to you from your Merchant Account (defined below). You hereby authorize Intuit and our sponsor banks to draw preauthorized debits (PADs) on the Bank Account (and any other account you may identify to Intuit from time to time) for the purpose of paying Intuit: (i) all regular payments and fees, including monthly fees and per transaction fees as set out in the Pricing Schedule and (ii) all other amounts due and owing to Intuit for Services

under this Agreement, or any other agreement between Merchant and Intuit including, but not limited to all payments required to establish a Reserve Account, Chargebacks, Excess Chargeback Fees, late/past due fees, and taxes. You also authorize Intuit and our sponsor banks to immediately debit your Bank Account for any and all fraudulent transactions, any negative balance in your Merchant Account, payment equipment rentals/purchases, fines, penalties, or any amounts you owe us under this Agreement. You agree that Intuit shall not incur any liability for any loss, costs, or fees incurred by you that are the result of such debits by us. We will take reasonable steps to verify your Bank Account information, for example, by requiring you to provide us a cancelled cheque or by debiting and credit micro-deposits into your Bank Account, including on a recurring basis. You agree that you will not change your Bank Account without our prior consent, which will not be unreasonably withheld. If you do not obtain such prior consent, Intuit may immediately terminate this Agreement. You agree that if any debits drawn under this PAD Authorization are dishonoured for any reason, then Intuit shall be entitled to initiate another debit in substitution for the dishonoured debit until the debit is honoured and to initiate a separate debit to cover any NSF fee or dishonoured payment fees.

This PAD Authorization is to remain in effect until Intuit has received written confirmation from Merchant of its change or termination. You confirm that the debits authorized pursuant to this Authorization are for business purposes.

This PAD Authorization can be cancelled at any time upon notice provided by Merchant. Merchant acknowledges that in order to revoke this PAD Authorization, it must provide Intuit written notification at **5100 Spectrum Way Mississauga, ON L4W 5S2 Canada** at least twenty (20) business days before the next debit is scheduled; however, Merchant remains obligated to pay Intuit all amounts due and owing under this Agreement. To obtain a sample cancellation form, or for more information on the right to cancel this PAD Authorization, Merchant may contact its financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

Merchant has certain recourse rights if any debit does not comply with the PAD Authorization in this Agreement. For example, Merchant has the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Authorization. To obtain more information on recourse rights, the Merchant may contact its financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

Merchant acknowledges that Merchant understands the terms hereof and accepts and agrees to participate in this PAD Authorization arrangement with Intuit. **Merchant acknowledges that Intuit may assign this PAD Authorization, whether directly or indirectly, or by operation of law, by providing at least 10 days prior written notice to Merchant.**

**Merchant hereby waives the right to receive any notice, written or otherwise from Intuit of the amount to be debited to the Bank Account and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to amounts or payment dates.**

**11. Your Merchant Account.** You must open a merchant service account with us ("Merchant Account") to use the Services. The proceeds from your card and other payment transactions ("Settlement Funds") processed using the Services will go into your Merchant Account before we transfer such funds to your Bank Account. Settlement Funds do not constitute a deposit you have with us, will bear no interest and are not eligible for insurance with the Canada Deposit Insurance Corporation (the "CDIC"). As permitted by law, we may consolidate any or all funds payable to you and offset any outstanding/uncollected amounts owed by you to us (pursuant to this

Agreement or any other agreement between you and Intuit) from any funds we are obligated to deposit into your Bank Account.

**12. Intuit Security Interest.** This Agreement will constitute a security agreement under the *Personal Property Security Act* in the province in which you reside. If you owe a debt to us (either now or in the future), you grant us a security interest in all of your various accounts (standing in the name of Merchant and Guarantor alone or in a joint account, including any affiliated companies of Merchant and Guarantor, whether established or maintained pursuant to this Agreement or not) to secure any debt. You agree that we may use funds in any of your accounts to pay all or part of any debt you owe us. You irrevocably consent to Intuit using any means available to locate any such accounts until such time all amounts due have been paid. You grant to us a security interest in and lien upon: (a) all funds representing amounts owing you under this Agreement at any time in your Merchant Account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account (as defined below), regardless of the source of such funds; (c) present and future card or other payment transactions; (d) all funds at any time in your Bank Account, regardless of the source of such funds; (e) your electronic terminal, printer, imprinter and imprinter plate; and (f) any amount which may be due to you under this Agreement, including, without limitation all rights to receive any payments or credits under this Agreement (collectively (a) – (f), the "Secured Assets"). You agree to provide additional security interest to us upon request to secure your obligations under this Agreement. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you and us including, but not limited to, your obligation to pay any amounts due and owing to us. We may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing of your Secured Assets. Upon our request, you agree to execute one or more financing statements or other documents to evidence our security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. With respect to our security interests and liens, we will have all rights afforded under the applicable personal property security act, other applicable law or in equity. You must obtain from us written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You authorize us and appoint us your attorney in fact to sign your name to any financing statement or register any financing statement used for any security interest or lien granted hereunder.

**13. Reserve Account.** Upon our request and for the purpose of providing a source of funds to pay us for amounts you owe, you agree that we may place in an account maintained and solely controlled by us, initially or at any time in the future, sums sufficient to satisfy your current and/or future obligations ("Reserve Account"). You agree that we shall have the right to hold funds in such Reserve Account as long as we deem necessary. We may, at any time, require that the amount on deposit in the Reserve Account be increased and shall have sole discretion as to the amount needed in the Reserve Account. Your obligation to maintain a Reserve Account shall survive termination of this Agreement for a minimum period of 270 days or longer after the termination date, or the date of your last transaction depending on your product and business practices. Any balance that remains in the Reserve Account period will be returned to you unless the funds are subject to an investigation or from fraudulent transactions. Unless expressly agreed to in writing, the Reserve Account will not bear interest. Intuit shall have the right to debit funds in the Merchant Account, Bank Account or any other deposit account maintained by you (Merchant or Guarantor) to establish, increase, or maintain funds in the Reserve Account. We may deposit into the Reserve Account funds we would otherwise be obligated to pay you, for the purpose of establishing, increasing, or maintaining the Reserve Account in accordance with this section, if we determine such action is reasonably necessary to protect our interests. You understand and

agree that if you are required to establish a Reserve Account, you have an obligation under this Agreement to maintain at all times a balance in the Reserve Account sufficient to protect us against losses resulting from any payment transactions initiated by you. We may, without notice to you, apply funds deposited in your Reserve Account against any outstanding amounts you owe us under this Agreement or any other agreement between you and us. Also, we may debit your Reserve Account to exercise our rights under this Agreement to collect any amounts due to us including, without limitation, rights of set-off and recoupment.

**14. Intuit Right of Recoupment and Set-off.** Intuit shall have the right of recoupment and set-off under this Agreement. This means that we may offset any outstanding or uncollected amounts owed to us from: (a) any amounts owed to you that we would otherwise be obligated to deposit into your Merchant Account, (b) any other amounts we may owe you under this Agreement or any other agreement (c) the Bank Account which you may have associated with your Merchant Account, and (d) the Reserve Account.

**15. Billing Errors; Your Right to Request Investigation.** If you suspect an error in your payment transaction statement or history, you must notify us in writing. You must include in your written request for investigation: (a) your name; (b) business name; (c) Bank Account number; (d) the dollar amount of the asserted error; (e) a description of the asserted error; and (f) an explanation of why you believe an error exists and the cause of it, if known. Intuit must receive your written notice within 45 days after you received a statement containing the asserted error. If you fail to notify us within 45 days, you will be deemed to have accepted the fees and charges as set forth in the applicable statement and we will have no obligation to investigate the error or refund any such amounts to you. We will advise you of the results of our investigation and if we have made an error, we will correct it promptly. If we determine that there was no error, we will send you an explanation of the determination. You may ask for copies of the documents that we used in our investigation, subject to any applicable fees.

**16. Chargebacks.** You customers sometimes dispute transactions, which may lead to a payment transaction being reversed or returned, otherwise known as a "Chargeback." Intuit does not decide what transactions are charged back and Intuit does not control the ultimate resolution of a Chargeback. Sometimes your customer may be able to successfully charge back a transaction even though you have provided your goods or services and are otherwise entitled to payment from your customer. You are responsible for all Chargebacks and will be liable to us for the total amount of any sale for which a customer disputes the validity of the sale, plus any applicable Chargeback fees imposed by us or a third party. You authorize us to offset from incoming transactions and to debit your Merchant Account, Bank Account, and/or the Reserve Account to recover any Chargeback plus any applicable Chargeback fees imposed by us or a third party. You agree to fully cooperate with us in complying with the Rules regarding chargebacks, including any request for documentation. We may suspend the Services and stop releasing funds represented by payment transactions to you until you reimburse us for all unpaid Chargebacks. You must not re-enter or reprocess any payment transaction that has been charged back.

**17. Excessive Chargebacks.** Excessive Chargebacks are a breach of this Agreement and cause for immediate termination and assessment of an additional Excess Chargeback fee. "Excessive Chargebacks" means: chargebacks during any monthly period and for any one of your terminal identification numbers or merchant identification numbers, Chargebacks, bank account debit returns and/or retrieval requests in excess of 1% of the average monthly dollar amount of transactions or returns in excess of 3% of the average monthly dollar amount of transactions or processing an average transaction above the processing limits or amount approved by us. You



authorize us, upon the occurrence of Excessive Chargeback, to take additional actions we may deem necessary, including, but not limited to, suspension of Services or creation or maintenance of a Reserve Account in accordance with this Agreement. You acknowledge and agree that Intuit may be required to report your name to one or more card or payment associations for inclusion into VISA Terminated Merchant File, MasterCard MATCH, or any other prohibited merchant list in the event of fraud, Chargebacks, Excessive Chargeback, or if we terminate your access to Services. You agree to such reporting and waive any claims, which you may raise against Intuit as a result of such reporting. Intuit, at its sole discretion may report incidents of fraud, counterfeit paper, unauthorized transactions, Chargebacks, Excessive Chargebacks or highly suspect activity to law enforcement and any other third party, including but not limited to the card or payment networks.

**18. Risk Monitoring; Unusual or Suspicious Transactions.** In an effort to manage our risk, we will monitor your transactions and processing activity for high-risk processing practices, compliance with our Acceptable Use Policy or for fraudulent transactions. If we believe there is suspicious or unusual activity, we may temporarily suspend your access to Services or move your Settlement Funds into a Reserve Account. Suspicious or unusual activity includes, but is not limited to: changes in your average transaction amount or processing pattern; monthly percentage of different transaction types; or Excessive Chargebacks. You agree that your activity will remain consistent with approved processing limits. Intuit may require additional documentation if you exceed your approved processing limits and you agree to promptly provide such documentation upon request. You agree that Intuit may, in its sole discretion, elect not to process transactions over your approved aggregate processing volume or per transactions limits, and/or to close your Merchant Account for cause in the event of over-limit or Excessive Chargebacks. You further agree that Intuit may, in its sole discretion, suspend the disbursement of Settlement Funds to you for any reasonable period of time required to investigate suspicious or unusual deposit or processing activity and that such suspension may subject you to additional suspension fees. If a transaction is subject to an investigation, Intuit will conduct a review and either clear or cancel the transaction. If a transaction is cleared, Intuit will provide notice to you. Otherwise, Intuit will cancel the transaction and Settlement Funds may be returned. Intuit will have no liability for any losses, either direct or indirect, which you may attribute to any suspension of fund disbursement. In the event of transaction(s) suspension or chargeback(s) arising from suspicious or unusual transaction(s), you agree that you may be charged a security-processing fee (\$100) for each suspended transaction or chargeback from unusual or suspicious activity, and, if the suspended transactions or chargebacks from unusual or suspicious activity exceed \$3,000, an additional investigative fee (\$100) may be assessed for each such transaction or chargeback. If we suspend a batch transaction, you acknowledge that the consumer's product or service must be delivered just as if you have been paid. Further, if a batch or a transaction is suspended, you acknowledge that fees associated with the transactions will be charged including applicable security processing and investigative fees.

**19. Acceptable Use Policy; Other Intuit Policies.** The Acceptable Use Policy and any updates thereto, apply to your use of the Services. The Acceptable Use Policy, and any updates we make, will restrict you from using our Services in connection with certain types of prohibited products and services, including but not limited to the sale of adult-oriented products, drug paraphernalia; or betting, credit repair or debt collection services. If you are engaged in any of the prohibited activities described in our Acceptable Use Policy, you are not eligible (or will become ineligible) to use our Services. From time to time, Intuit may publish additional guidelines, policies and rules (collectively "Intuit Policies") governing your use of the Services. To the extent Intuit Policies

applies to you, you agree to use the Services in a manner consistent with such policy and to provide any information we deem necessary to verify your compliance with said Intuit Policies.

**20. Compliance with Law, Card Network and Canadian Payments Association Rules.** In connection with your use of Services or in the course of your interaction with your customers, or us, you agree to comply with all laws and regulations applicable to you, your business, and the Services including applicable privacy laws. By using the Services, you represent and warrant that: (i) you are not located in a country that is subject to Canadian sanctions administered by among others, the Department of Foreign Affairs, Trade and Development Canada and Public Safety Canada (collectively, the "Departments"); and (ii) you are not listed on any Canadian sanction lists of prohibited or restricted parties administered by the Departments. You further agree not to breach this Agreement, any Intuit Policies, procedures or any instructions provided by us. You further agree to use Services in a manner that is consistent with all rules and operating regulations issued from time to time by: the credit card networks (i.e. VISA, MasterCard, American Express, Discover, etc.); the Payment Card Industry, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS") and Payment Application Data Security Standard ("PA-DSS"); and the Rules of the Canadian Payments Association (the "CPA"), which that applies to transactions processed using the CPA (collectively, "Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. The version of the Rules may be viewed at: [http://www.mastercard.com/us/merchant/security/sdp\\_program.html](http://www.mastercard.com/us/merchant/security/sdp_program.html); <http://mastercard.com/us/merchant/support/rules.html>; <http://usa.visa.com/merchants/operations/index.html>; [http://usa.visa.com/merchants/risk\\_management/cisp.html](http://usa.visa.com/merchants/risk_management/cisp.html); <https://www.pcisecuritystandards.org>; <http://www.pcicomplianceguide.org/pcfags.php>; <http://intuitpayments.com/legal/amexreg>; [https://www.cdnpay.ca/imis15/eng/Act\\_Rules/Automated\\_Clearing\\_Settlement\\_System\\_ACSS\\_Rules/eng/rul/Automated\\_Clearing\\_Settlement\\_System\\_ACSS\\_Rules.aspx](https://www.cdnpay.ca/imis15/eng/Act_Rules/Automated_Clearing_Settlement_System_ACSS_Rules/eng/rul/Automated_Clearing_Settlement_System_ACSS_Rules.aspx) and <http://www.pcicomplianceguide.org/pcfags.php>. You also agree not to request a card transaction that violates the laws of Canada, which include but are not limited to sanctions enforced by the Departments.

**21. Prohibited Processing Practices; Fraudulent Transactions.** The following payment processing practices are prohibited under this Agreement:

- You may not split transactions on multiple cards or other payment transactions except where: (a) partial payment is entered on a transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or (b) the amount represents an advance deposit in a card transaction completed in accordance with this Agreement, any applicable card or payment network rules.
- You agree to include all goods and services purchased in a single transaction at one time on a single transaction or payment receipt, except: (i) for purchases in separate departments of a multiple department store; (ii) for installment payments; or (iii) for delayed or amended charges governed by rules for travel and entertainment merchants and transactions.
- You will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored cheque of a customer.

- You agree not to present for processing or credit, directly or indirectly, any transaction not originated as a result of a payment transaction directly between you and a payor.
- You agree not to present for processing or credit any transaction you know, or should know, to be fraudulent or not authorized by a cardholder, payor or customer. We will refer perpetrators of fraudulent transactions, in our discretion, to the appropriate law enforcement agency and/or report these matters to the card or payment networks or other third parties.
- You are prohibited from receiving any cash payments from a customer for charges included in any card processing transaction, resulting from the use of a credit or debit card.
- You may not receive any payment from a payor or customer to prepare and present a transaction for the purpose of affecting a deposit to that customer or payor's account.
- You agree not to deposit any transaction for the purpose of obtaining or providing a cash advance either on a card or other payment instrument owned by you or any other party. You agree that any such deposit or any use of the Services to process your own cards shall result in immediate termination of this Agreement.
- You agree not to deposit duplicate transactions and will be solely responsible for the full amount of any duplicate transactions. You agree not to accept or deposit any fraudulent transaction and may not present for processing or credit, directly or indirectly, a transaction, which originated with any other merchant or any other source. If you deposit any such transactions we may hold funds and/or demand a Reserve Account.

**22. Preapproval Required for Web, Phone, Mail Based Processing and Recurring Payments; Lodging and Vehicle Rental Transactions.** You must be pre-approved by us in order use the Services in connection with web, mail and phone based orders of certain business activities or to charge customers on an automatic recurring payment plan. Any transactions related to a web, mail, phone order or recurring basis will be subject to reversal or will not be processed unless pre-approved by us. If you are authorized to accept payment by web ("IO), mail ("MO), phone ("TO") or pre- authorized ("PO") order, a transaction receipt may be completed without the cardholder's or payor signature or an imprint, but in such case you agree to create a receipt containing the card number, expiration date, transaction date, an authorization number, the sale amount and the letters "MO", "TO", "PO" or "IO" as appropriate. Your name, city and province of the business must also be included. Receiving an electronic authorization shall not relieve you of liability for Chargeback on any transaction for which you did not obtain an imprint and the cardholder's signature. If you have been approved for MO, TO, PO and IOs, you agree to use reasonable procedures to mitigate payment card and identity fraud. Unless approved in writing us, you agree not process sales prior to delivery of product or service. If a product is being shipped, your customer must be given the shipping date of the product once the sale is processed. If you prohibit refunds in certain circumstances, you may still receive a Chargeback fee relating to such sales pursuant to applicable Rules. You agree not to accept credit card sales via email. For any recurring transactions, you must obtain a written, or other form of request from a customer for such goods and services to be charged to the customer' account, which request must specify the transaction amounts to be charged to the cardholder's account, the frequency of the recurring charge and the duration of time during which such charges may be made. You agree not to complete any recurring transaction after receiving a cancellation notice from the cardholder, Intuit, or in response to an electronic authorization request, which indicates that the card will not be

honored. You agree to include "Recurring Transaction" on the signature line of the receipt. You agree to provide a copy of written request to a cardholder's issuing upon request, and shall retain a copy of written request for one year after the agreement between Merchant and payor is terminated. For multi-year agreements, you shall renew written request with cardholder annually during the 12th month of the current agreement. You must estimate and obtain an electronic authorization for the amount of a lodging transaction based upon the cardholder's intended length of stay. Additional electronic authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount.

**23. Use of Card Network Trademarks and Other Payment Program Marks.** You must prominently display the promotional materials provided by us at your place of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with various card or payment networks shall be limited to informing the public and your customers that certain card types are accepted at your place(s) of business. You may use promotional materials and Marks during the term of this Agreement and shall immediately cease their use and return any inventory to us upon termination of this Agreement. You agree not to use any promotional materials or Marks in any way that implies that a card or payment network or Intuit endorses any goods or services that your business provides to customers or payors. Your use of VISA, MasterCard, American Express, Discover, Diner's, PayPal and debit card network Marks will fully comply with applicable Rules.

**24. Accepting Credit and Debit Cards; Minimum Credit or Debit Transaction Amount.** You agree to accept all valid credit and/or debit card types and brands (as you have selected in your Merchant Application) properly presented by a payor or cardholder for payment for goods or services without discrimination, subject to the following: (i) you are not required to accept debit card payments from a particular network just because you accept credit card payments from such network; (ii) you are not required to accept credit card payments from a particular network just because you accept credit card payments from such network; and (iii) you are permitted to offer discounts or in kind incentives for different methods of payment (e.g. cash, cheques, debit cards and credit cards) and you shall be entitled to provide differential discounts based on the payment card network. Any such discounts shall be clearly marked by you at the point of sale. When accepting a credit or debit card, you agree to: (a) determine in good faith whether the card is valid; (b) obtain an electronic approval or authorization (see Section below) before completing a sale; (c) or obtain an imprint of the card (including cardholder's signature) unless a receipt is electronically generated from a swiped transaction or is the result of an web, mail, phone or preauthorized order; (d) have reasonable practices in place to verify the cardholder's or payor's identity; (e) deliver a copy of the customer receipt to the cardholder or payor at the time of delivery of the goods or performance of the Services or point of sale; and (f) be able to reproduce without alteration a legible merchant receipt, containing the cardholder's name, account number, expiration date, the Merchant name and place of business. You may establish a minimum transaction amount for accepting card transactions so long as such amount does not exceed \$10.00, or other amount established by law. You shall not accept a card as payment (other than for a mail order, telephone order, or preauthorized sale to the extent permitted under this Agreement), if the cardholder seeking to use the card does not present the card to permit you to examine it and obtain an imprint or otherwise use the physical card to complete the transaction.

**25. Your Return Policy; Adjustments, Credit Vouchers.** You agree to post your exchange or return policy in accordance with applicable Rules. If applicable, you must disclose to you customers before a payment transaction is processed, that if merchandise are returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged

for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms). Disclosures must be made on all receipt copies in letters approximately 1/4" high in close proximity to the space provided for the customer or payor's signature on the sales or transaction receipt and issued at the time of sale. If you do not make these disclosures, a full refund in the form of a credit to the customer or payor's account must be given. You agree not to refund cash to a customer or payor who paid for the item by card. You must provide a credit to the same card on which the original transaction was processed. If you accept any goods for return or terminate or cancel any Services, in conjunction with each such transaction, you agree to have sufficient funds in your Merchant, Reserve or Bank Accounts to which we have access over the amount of the transaction and any related fees.

**26. Proper Electronic and Customer Authorization; Customer Receipts.** You must obtain electronic authorization for all credit and debit card transactions. If you cannot, for any reason, obtain an electronic authorization, you will request a voice authorization from a designated authorization center, and will legibly print the authorization number on the customer receipt and merchant copy of the receipt. A processing fee will be charged for voice authorization services. You understand and agree that an electronic authorization is not a guarantee of payment. You may not attempt to obtain an electronic authorization on an expired credit or debit card. All transactions using an expired or otherwise invalid card may not be processed and the transaction deemed invalid. You agree to use reasonable efforts to retain or recover a card when receiving instructions upon making a request for an electronic authorization to retain a customer's card. In carrying out such obligation, you agree not to breach the peace or cause any injury to any cardholder, person or property. You must also obtain a customer or payor's authorization via methods acceptable to us and in accordance with the Rules prior to completing any card or payment transaction. You must follow any instructions received during the authorization process. Upon receipt of authorization, you may consummate only the transaction authorized. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the cardholder, cheque writer or payor. Transactions will be deemed invalid on cards that are expired, whether or not an authorization has been obtained. Authorizations are not a guarantee of acceptance or payment of a transaction and do not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired card or other payment instrument. We may refuse to authorize any transaction, and we are not liable to you if authorization for a transaction is not given. You will not have any claim against, or right to receive payment from, a cardholder, payor or customer in any payment transaction if we refuse to authorize the transaction for any reason. You further agree to deliver to a customer, cardholder or payor at the time of the transaction a complete and legible receipt from a payment transaction or refund. You must retain the merchant copy of the receipt in accordance with the applicable Rules, information security and confidentiality requirements for at least three (3) years following the date of completion of the a card or other payment transaction (or such longer period as the Rules may require).

**27. Records; Requests for Copies.** You must retain a copy of all customer receipts and return/credit receipts, for at least three (3) years after the date of a payment transaction. Within three (3) business days of your receipt of any written or verbal request by sponsor bank, our card or payment network, or us you agree to provide a copy of any requested transaction receipt. Your failure to deliver the requested documentation in the required time frame may result in a transaction in question being charged back or us refusing to process said transaction.

**28. Policy Violations; Action Upon Termination for Cause.** If Intuit incurs any damages because you violate our policies, this Agreement, the Rules, break any laws, or otherwise cause Intuit to incur any expenses, then we may hold your funds up to 270 days, fine you for each such violation and take legal action against you to recover additional losses, investigation costs, fines, or legal fees we may incur. You acknowledge and agree that a fine of CAD \$2,500.00 (“Set Damages”) for violations of our Agreement is presently a reasonable minimum estimate of Intuit’s damages, considering the harm to Intuit that could reasonably be anticipated. This Set Damages is only applicable where Intuit is not fined or charged a penalty or fine by a third party for your violations. Where Intuit is fined or charged a penalty or fine by a third party, Intuit may pass on those fines or penalties to you plus an administrative fee of \$500 per fine or penalty. Intuit may deduct the Set Damages and any fines, penalties and fee directly from any existing balance in any account you control.

**29. Data Security (PCI Compliance); Payor/Cardholder Personal Information.** The card networks (such as VISA, MasterCard) have similar standards for protecting sensitive payment information and cardholder or payor data. For example, the Payment Cards Industry Data Security Standards (PCI DSS) defines the requirements that all entities that store, process or transmit payment card data must comply with. You must ensure you have data security policies and processes in place to protect cardholder and payor payment and personal data in compliance with PCI DSS security requirements. You must keep all systems and media containing account, customer, or transaction information (physical or electronic, including but not limited to account numbers and card imprints) in a secure manner, to prevent access by or disclosure to anyone other than your authorized personnel. You must destroy in a manner that will render the data unreadable all such media that you no longer deem necessary or appropriate to store (except for receipts maintained in accordance with this Agreement, laws, Rules, and policies). Further, you must take all steps reasonably necessary to ensure cardholder or payor payment information is not disclosed or otherwise misused. You may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. You agree that in the event of a breach, unauthorized access or compromise of payor or cardholder data, you agree to immediately notify us and provide us with detailed information relating to the breach or compromise. You may not require cardholders to provide any personal information as a condition of honoring a card unless such information is required for delivery of the goods or services or you have reason to believe that the person presenting a card may not be the actual cardholder. You may not use, disclose or otherwise disseminate any cardholder or payor data except as may be necessary to use the Services, resolve Chargebacks, complete retrieval requests or as required by subpoena or order of a court or other governmental agency.

**30. Your Insolvency; Bankruptcy.** You must immediately notify us of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against you. You will include us on the list and matrix of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing, and failure to do so will be cause for immediate termination or any other action available to us under this Agreement, applicable credit card or payment network rules or applicable law.

**31. Taxes.** You are responsible for all sales, use, excise and all other taxes (“Taxes”), and other charges imposed by any governmental authority. You are solely responsible for determining any and all Taxes assessed or required to be collected, and/or paid by you in connection to your use of our Services.

**32. Customer Service Portal; Your Consent to Electronic Communication.** Upon approval of your Merchant Application, we will provide you a user ID and you will be able to access our customer service portal. We will communicate with you mainly through the service portal or via email. As part of the Services, or as required by law, Intuit may send communications to you that pertain to the service. You agree that Intuit and others who may administer such services (as applicable), may send communications to you by the service portal, sms/text, email and/or may make communications available to you by posting them at one or more of our sponsored websites, such as <https://merchantcenter.intuit.com> and as agreed to by you as part of the application process. If you decide that you do not want to receive future Communications electronically, write to us at **Intuit Canada ULC 5100 Spectrum Way Mississauga, ON L4W 5S2 Canada; Attn: Customer Care Director** or by contacting customer care through <https://merchantcenter.intuit.com>. If you have consented to receive electronic communications but also wish to receive paper copies of any communication, you may request such copies, which will be sent via mail. A Documentation Fee may apply, however, no fee will apply to required tax disclosures.

**33. Intuit's Use of Your Information.** You agree that Intuit may maintain and use your information in accordance with Intuit's Privacy Statement. Intuit, at its sole discretion, may report information about you and your account to credit reporting agencies, fraud monitoring services, and other third party vendors to the extent necessary to provide the Services or any Intuit service to you, or to manage our risk. Intuit, at our sole discretion, may share your information with law enforcement, government agencies, attorneys, credit bureaus, fraud detection and monitoring services, card or payment networks if we suspect fraud, suspicious activity (including identity fraud) or for any debt collection purpose. For merchants processing American Express, you agree that we may provide American Express with your information for marketing purposes.

**34. Inactive Accounts; Unclaimed Property.** Failure to present any transaction for clearing and settlement or failure to add funds or access funds in your Merchant Account, for the applicable time period as mandated or allowed by provincial law, may result in your Merchant Account being terminated and your funds (less a processing fee) remitted to your province of residence as may be required by applicable law. At our sole discretion, we may suspend your access to the Services in the event your Merchant Account has been inactive for six (6) months or longer.

**35. Your Representation and Warranties.** Without limiting any other warranties under this Agreement, you represent and warrant that: (1) you have the right, power, and ability to enter into this Agreement; (2) that all information you provide to us is correct and accurate; (3) all transactions submitted by you are bona fide transactions; (4) you will fulfill all your obligations to your customers and will resolve any customer disputes or complaints directly; (5) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (6) your use of Services is in compliance with this Agreement. You further hereby represent and warrant that each payment transaction you present to us for processing is genuine and is not the result of any fraudulent transaction and is not being deposited on behalf of any business other than yours. You warrant that each transaction is the result of a bona fide purchase of goods or services by your customer in the total amount stated on a transaction or customer receipt. You agree to perform or will perform all of your obligations to your customer in connection with the transaction evidenced by a transaction (or customer) receipt. You agree to comply with all applicable procedures related to accepting credit or debit cards, and the card payment transaction itself shall not involve any element of credit for any other purposes other than as set forth in this Agreement and shall not be subject to any defense, dispute, offset or counter claim which may be raised by any payor or cardholder under any

applicable laws or Rules. You agree that any reversal of a transaction initiated by you represents a bona fide refund or adjustment on a payment transaction.

**36. Disclaimer of Warranties.** YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. INTUIT, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. INTUIT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

**37. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, INTUIT, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

**38. Use of Services With Your Mobile Device.** Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. INTUIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.



**39. Indemnity.** You agree to indemnify and hold Intuit, its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable legal fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

**40. Changes to this Agreement and Pricing Schedule.** We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services, the service portal or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your acceptance and agreement to the changes. In respect of the Pricing Schedule, we reserve the right to change the Pricing Schedule at any time upon 90 days' prior written notice to you and subject to Section 43, your continued use of the Services after the effective date of the price change specified in the notice indicates your acceptance to the changes in the Pricing Schedule.

**41. Termination, Effect of Termination.** Intuit may immediately, in its sole discretion and without notice, terminate this Agreement or suspend Services with or without cause. Upon termination for any reason, you will immediately cease requesting electronic authorizations and will cease transmitting transaction receipts to us. Upon termination, you must immediately stop using the Services, must cease use of all card or other payment network signage, and any outstanding payments will become due. Any termination of this Agreement shall not affect Intuit's rights to any payments due. All sections of this Agreement that by their nature should survive termination or expiration will remain in effect, including without limitation, accrued rights to payments, indemnification, confidentiality, warranty disclaimer and limitations of liability, even if the Agreement is terminated. All of Merchant's obligations under this Agreement, which arise or are incurred prior to the effective date of termination, shall survive the expiration or termination of this Agreement.

**42. Termination for Merchant Misconduct.** We may terminate this Agreement without prior notice if: (i) we have reason to believe that fraudulent transactions or other activity prohibited by this Agreement is occurring; (ii) such action is necessary to prevent loss to us, (iii) you appear on any card or payment network or other fraud, prohibited, or security reporting list, (iv) you are in violation of our Acceptable Use Policy; or (v) you terminate your PAD Authorization provided in Section 10. An administrative account closure fee of \$500 may be charged to you if we terminate for the reasons set forth in this section. Additionally, we reserve the right to terminate your subscription to QuickBooks or Quicken software, without penalty, if you received a free promotional copy of such software in connection with your use of the Services. All rights and obligations of the parties existing hereunder as of the effective time of termination shall survive the termination of this Agreement.

**43. Fee Increases.** Merchant may terminate this Agreement, in the event Intuit notifies Merchant of an increase in fees or any additional fees as a result of changes to the Pricing Schedule pursuant to Section 7 or 40 of this Agreement, or in the event that the Commercial Entity Agreement includes increased pricing terms pursuant to Section 5 of this Agreement, without further cause or any penalty by providing Intuit with written notice within ninety (90) days of receipt of the notice of increase or additional fees from Intuit (a "Fee Increase Termination").

**44. Export Restrictions.** You acknowledge that the Services, including the mobile application, and the underlying software may include technical data subject to restrictions under export control laws and regulations administered by the Departments. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

**45. Force Majeure.** Any delay in or failure of performance by Intuit under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond their reasonable control, including, but not limited to, acts of God, power outages, failures of the Internet, failures of banking or CPA networks.

**46. No Assignment.** You agree that you will not assign to any third party any payments due, and all indebtedness arising from charges will be for bona fide sales of goods or services (or both) and free of any liens, claims, and encumbrances other than ordinary sales taxes; provided, however, you may sell and assign future transaction receivables to Intuit, Intuit's affiliates, and any other cash advance funding source that works with Intuit or Intuit's affiliates.

**47. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in Toronto, in the Province of Ontario, Canada.

**48. Service Providers.** You acknowledge that Intuit outsources various services it provides in connection with the Services to affiliates and other service providers located outside of Canada. As such, you acknowledge that personal information (including personal information of you as Guarantor) may be processed outside of Canada and accordingly, subject to the legal requirements applicable in such foreign jurisdictions, for example, legal requirements to disclose information to government authorities in those jurisdictions and as such, the privacy protections applicable to personal information may not be the same as those available in Canada. In addition, you acknowledge that Intuit's ability to offer the Services as provided in this Agreement will depend upon the ability of Intuit's affiliates and service providers to perform services for Intuit which will, in turn, be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located. You agree that in the event a service provider or affiliate cannot or will not provide any of the supporting services to Intuit by reason that the service provider or affiliate would, by doing so, be in violation of any law, rule or regulation applicable to it if it provides such a service (a "Critical Event"), Intuit will have no liability to the Merchant from any resulting consequences of a Critical Event including, without limitation, termination or disruption in Services.

**49. General.** This Agreement, including the Additional Terms below (to the extent such Additional Terms are applicable), is the entire agreement between you and Intuit and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Intuit via an email to: [transfer\\_license@intuit.com](mailto:transfer_license@intuit.com).