

TERMS AND CONDITIONS FOR MERCHANT AGREEMENT

1. MERCHANT'S ACCEPTANCE OF PAYMENTS.

1.1 Exclusivity. You will tender to us Transaction Data generated from all your Transactions via electronic data transmission according to our formats and procedures. You will not use the services of any bank, corporation, entity or person other than Paymentech for authorization or processing of Transaction Data throughout the term of this Agreement.

1.2 Certain Payment Acceptance Policies. You will honour without discrimination valid Payment Instruments properly tendered for use. Each Payment Transaction and Conveyed Transaction must be evidenced by a single Transaction Data record completed with (i) the transaction date; (ii) a brief description of the goods or services sold, returned, or cancelled; (iii) the price of the goods or services, including applicable taxes, or amount of any credit or adjustment; (iv) the Customer name; (v) your name in a manner recognizable to Customers; (vi) your address; (vii) a customer service telephone number; (viii) any applicable terms and conditions of the Transaction; (ix) the exact date any free trials end; and (x) any other information that the applicable Payment Brand may require. You shall not impose any surcharge or finance charge on a Payment Transaction or Conveyed Transaction or otherwise require the Customer to pay any fees payable by you under this Agreement if prohibited by the applicable Payment Brand. You shall not set a dollar amount above or below which you refuse to honour otherwise valid Payment Instruments in violation of Payment Brand Rules. With respect to any Payment Transaction or Conveyed Transaction for which the Payment Instrument being used is not physically presented, such as in any on-line, mail, telephone or pre-authorized transaction, you must (i) have notified us on your application or otherwise in writing of your intention to conduct such Payment Transactions and Conveyed Transactions and secured our agreement to accept them, and (ii) have reasonable procedures in place to ensure that each Payment Transaction and Conveyed Transaction is made to a purchaser who actually is the Customer or the authorized user of the Payment Instrument. Notwithstanding the foregoing, you acknowledge that under certain Payment Brand Rules, you cannot rebut a Chargeback where the Customer disputes making the purchase without an electronic record (for example, "swiping" or "electronically reading" a Payment Instrument) or physical imprint of the Payment Instrument.

1.3 Operating Guide; Payment Brand Rules. You agree to comply with all Payment Brand Rules, the Operating Guide as amended from time to time, and such other procedures as we may from time to time prescribe for the creation or transmission of Transaction Data. We may modify and supplement the Operating Guide in order to comply with requirements imposed by the Payment Brand Rules, applicable law, and our operating procedures. You acknowledge that you can view the Operating Guide on-line at the Chase Paymentech Solutions Internet website. To the extent that the Operating Guide is inconsistent with the Payment Brand Rules, the Payment Brand Rules shall prevail.

1.4 Requirements for Transactions. As to all Payment Transactions and Conveyed Transactions you tender to us for processing, you represent and warrant that:

(1) The Transaction Data represents payment or refund of payment for the bona fide sale or lease of the goods, services or both, that you have provided in the ordinary course of your business, and the Transaction is not submitted on behalf of a third party.

(2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction.

(3) The Transaction Data does not involve any element of credit for payment of a previously dishonoured Payment Instrument or for any other purpose except payment for a current transaction and, except in the case of approved instalment or pre-payment plans, the goods have been shipped or services actually rendered to the Customer.

(4) The Transaction Data is free from any alteration not authorized by the Customer.

(5) The amount charged to the Customer that is represented in the Transaction is not subject to any dispute, setoff or counterclaim.

(6) Neither you nor your employee has advanced any cash to the Customer (except as authorized by the Payment Brand Rules) or to yourself or to any of your representatives, agents or employees in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer. This sub-section (6) does not apply to Interac Payment Transactions.

(7) The goods or services related to each Transaction are your sole property and you are free to sell them.

(8) You have made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to us in writing as provided in Section 3.

(9) Any credit transaction submitted to us represents a refund or adjustment to a Transaction previously submitted.

(10) You have no knowledge or notice of information that would lead you to believe that the enforceability or collectibility of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. You have originated the Transaction in compliance with this Agreement and the applicable Payment Brand Rules.

(11) For a Transaction where the Customer pays in instalments or on a deferred payment plan, a Transaction Data record has been prepared separately for each instalment transaction or deferred payment on the date(s) the Customer agreed to be charged. All instalments and deferred payments, whether or not they have been submitted to us for processing, shall be deemed to be a part of the original Transaction.

(12) You have not submitted any Transaction that you know or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement or Payment Brand Rules.

2. AUTHORIZATIONS.

2.1 Obtaining Authorizations. You are required to obtain authorization/approval codes through Paymentech in accordance with this Agreement, for all Payment Transactions and Conveyed Transactions. You acknowledge that authorization/approval code of a Payment Transaction or Conveyed Transaction indicates only that (i) the Payment Instrument contains a valid account number; and (ii) that the Customer's Payment Instrument has an available credit balance sufficient for the amount of the Transaction at the time the authorization is given, but it does not constitute a representation from us, a Payment Brand or a card issuing bank that a particular Payment Transaction or Conveyed Transaction is in fact a valid or undisputed Transaction entered into by the actual Customer or an authorized user of the Payment Instrument.

2.2 Lack of Authorization. We reserve the right to refuse to process any Transaction Data presented by you (i) unless a proper authorization/approval code is recorded, (ii) if we reasonably determine that the amount represented by the Transaction Data is or will become uncollectible from the Customer to which the Transaction would otherwise be charged, or (iii) if we determine that the Transaction Data was prepared in violation of any provision of this Agreement.

3. REFUNDS AND ADJUSTMENTS.

3.1 Disclosure of Refund Policy. You are required to maintain a fair policy with regard to the return/cancellation of merchandise or services and adjustment of Transactions. You are required to disclose your return/cancellation policy to us on your Application. Your return/cancellation policy must be disclosed to your customers.

3.2 Changes to Policy. Any change in your return/cancellation policy must be submitted in writing to us not less than fourteen (14) days prior to the effective date of such change. We reserve the right to refuse to process any Transaction Data made subject to a revised return/cancellation policy of which we have not been notified in advance.

3.3 Procedure for Refunds/Adjustments. If you allow a price adjustment, return of merchandise, or cancellation of services in connection with a Payment Transaction or Conveyed Transaction, you will prepare and deliver to us Transaction Data reflecting such refund or adjustment within three (3) days of receiving the Customer's request for such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the Customer for postage that the Customer paid to return merchandise.

You are not allowed to accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account nor may you give cash refunds to a Customer in connection with a Payment Transaction, unless required by law.

4. SETTLEMENT.

4.1 Submission of Transaction Data. You are required to transmit your Payment Transactions to us no later than the next business day immediately following the day that such Transaction Data is originated. Failure to do so may result in higher interchange fees and other costs and increased Chargebacks. For debit card transactions that are credits to a Customer's account, you agree to transmit such Transaction Data to us within twenty-four (24) hours of receiving the authorization for such credit. Unless otherwise indicated on Schedule A, you will be solely responsible for all communication expenses required to accept the transmission of Transaction Data.

4.2 Merchant's Settlement Account. In order to receive funds from Paymentech, you must maintain a depository account at an institution that is a member of the Canadian Payments Association, as described in the Pre-Authorized Debit Agreement (the "PAD Agreement" attached hereto) hereinafter referred to as (the "Settlement Account"). During the term of this Agreement and thereafter until we notify you that all monies due from you under this Agreement have been paid in full, you agree to notify us prior to closing or changing your Settlement Account. You are solely liable for all fees, costs and expenses associated with your Settlement Account and for all overdrafts. You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account for all obligations arising under this Agreement or resulting from your transaction of business with us at any time without regard to the source of any monies in the Settlement Account, in accordance with the PAD Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PAD AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY PAYMENTECH WITHOUT NOTICE IF YOU REVOKE YOUR CONSENT TO DEBIT YOUR SETTLEMENT ACCOUNT UNDER THE PAD AGREEMENT. We will not be liable for any of your losses or expenses whatsoever resulting from delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by either the Payment Brands or your bank.

4.3 Conveyed Transactions. You cannot submit any Conveyed Transaction for processing by Paymentech unless you have a valid agreement in effect with the applicable Payment Brand. Upon your transmission of such Conveyed Transaction to us, we will forward the Conveyed Transaction to the appropriate Payment Brand. Payment of the proceeds due to you will be governed by whatever agreement you have with that Payment Brand, and we do not bear any responsibility for their performance. Even if you receive a valid authorization for a Conveyed Transaction, we will not be liable for errors in Settlement Account entries relating to the funding of your Conveyed Transactions, including delays caused by you, third parties, the Payment Brands or your bank. If your agreement with a Payment Brand requires such Payment Brand's consent for us to perform the services contemplated by our Agreement, you are responsible for obtaining that consent.

4.4 Transfer of Settlement Funds. For all Payment Transactions, upon receipt of your Transaction Data, we will process your Transaction Data to facilitate the funds transfer between the various Payment Brands and you for Payment Transactions. Promptly after we receive credit for such Transaction Data, we will provide provisional credit to the Settlement Account for the proceeds. The proceeds payable to you shall be equal to the amounts received by us in respect of your Transaction Data minus the sum of the following: all fees, charges, and discounts set forth in Schedule A, all adjustments and Chargebacks, all equipment charges (if any), all Customer refunds, returns, and adjustments, all Reserve Account amounts, and any fees, charges, fines, assessments, penalties, or other liabilities that may be imposed on us or the Member from time to time by the Payment Brands, and all related costs and expenses incurred by us. You agree that all such fees, charges, discounts, adjustments, and all other amounts are due and payable by you at the time the related services are rendered to you and may be imposed on a daily basis if we so determine; that all Reserve Account amounts are due and payable by you upon our establishment; and that the related Chargebacks, Customer refunds, and adjustments, fees, charges, fines, assessments, penalties, and all other liabilities are due and payable by you when we receive notice thereof from the Payment Brands or otherwise pursuant to Section 4. In the event we do not deduct such amounts from the proceeds payable to you, you agree to pay all such amounts to us immediately without any deduction or setoff. Alternatively, at our option, we may debit the Settlement Account (in accordance with the terms hereof and the PAD Agreement) or your Reserve Account for such amounts at any time. Without limiting the foregoing or our rights under this Agreement, if a third party notifies us, or a Payment Brand notifies us, or the Member that it or they, intend to impose any fine or penalty as a result of excessive Chargebacks or your acts or omissions (including, without limitation, your failure to fully comply with any Payment Brand Rules), we may suspend the processing of your Transactions.

4.5 Negative Amounts. To the extent the proceeds from Payment Transactions do not represent sufficient credits or the Settlement Account does not have a sufficient balance to pay amounts due or reasonably anticipated to become due under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit your Settlement Account for the amount of the negative balance; (iii) withhold your settlement payments until all amounts are paid; (iv) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the negative balance; (v) collect any amount due or which may become due to us from any of your Settlement Accounts without notice to you; and (vi) pursue any remedies we may have at law or in equity. Furthermore, if the amount represented by your Transaction Data on any day is negative due to refunds/credits being submitted by you in excess of your proceeds from Transaction Data, you are required to provide us with sufficient funds prior to the submission of the Transaction Data so as to prevent the occurrence of a negative balance.

4.6 Delinquency/Merchant Fraud. At any time and from time to time we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy your other obligations under this Agreement (such funds being hereinafter referred to as the "Reserve Account") which may be funded in the same manner as provided for negative balances in subsection 4.5. The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, returns, unshipped merchandise, and/or unfulfilled services and all additional liabilities anticipated under this Agreement. We may (but are not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to the Merchant against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve Account will not bear interest, and you will have no right or interest in the funds in the Reserve Account. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve Account, you irrevocably grant to us a security interest in any interest you may have or acquire in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents (including, without limitation, security agreements and releases) that we may reasonably request (i) to perfect and confirm the security interest and right of setoff set forth in this Agreement; and (ii) in connection with any return of Reserve Account funds.

5. ACCOUNTING. We will supply a detailed statement reflecting the activity for your merchant account(s) by on-line access (or otherwise if we agree). We will not be responsible for any error that you do not bring to our attention within forty-five (45) days from the date of such statement. You acknowledge and agree that it is your responsibility to ensure your secure online access.

6. RETRIEVAL REQUESTS.

6.1 Records. You agree to store original documentation of each Transaction for at least twelve (12) months from the date of such Transaction, and to retain copies of all Transaction Data for at least two (2) years from the date of such Transaction or such longer period of time as prescribed by the Payment Brand Rules. You may not charge a fee to your Customers for the creation or storage of such copies. We may, at our discretion, require you to deliver copies of Transaction Data to us rather than storing it.

6.2 Response to Retrieval Requests. We will send you any Retrieval Request that we cannot satisfy with the information we have on file concerning any Transaction. In response, you must provide us in writing by registered or overnight mail or by confirmed fax (or by other means as agreed to by Paymentech) the resolution of your investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval

Request within seven (7) business days after we send it to you (or such shorter time as the Payment Brand Rules may require). You acknowledge that your failure to fulfill a Retrieval Request in accordance with Payment Brand Rules may result in an irreversible Chargeback.

7. CHARGEBACKS.

7.1 Chargeback Reasons. You may receive a Chargeback from a Customer or a Payment Brand for a number of reasons under the Payment Brand Rules. The following are some of the most common reasons for Chargebacks and in no way is this intended to be an exhaustive list of possible Chargeback reasons:

- (1) Your failure to issue a refund to a Customer upon the return or non-delivery of goods or services.
- (2) An authorization/approval code was required and not obtained.
- (3) The Transaction Data is prepared incorrectly or fraudulently.
- (4) We did not receive your response to a Retrieval Request within seven (7) business days or any shorter time period required by the Payment Brand Rules.
- (5) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Data or Payment Instrument, or claims that the Transaction is subject to a set-off, defence or counterclaim.
- (6) The Customer refuses to make payment for a Transaction because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.
- (7) The credit or debit card comprising the Payment Instrument was not actually presented at the time of the Payment Transaction or you failed to obtain an electronic record or a physical imprint of such Payment Instrument, and the Customer denies making the purchase. The Merchant acknowledges that, under these circumstances, the fact that an authorization/approval code was obtained does not mean that a particular Transaction is a valid or undisputed transaction entered into by the actual Customer or an authorized user of the Payment Instrument.
- (8) As of the date specified by any Payment Brand, you fail to use Equipment which electronically reads Payment Instruments with an embedded microcomputer EMV chip ("Chip Payment Instrument"), and the Chip Payment Instrument used for a Transaction is lost, stolen, counterfeit or fraudulent.

7.2 Excessive Chargebacks. If we determine that you are receiving an excessive amount of Chargebacks, in addition to our other remedies under this Agreement we may take the following actions: (i) review your internal procedures relating to acceptance of Payment Instruments and notify you of new procedures you should adopt in order to avoid future Chargebacks; (ii) notify you of a new rate we will charge you to process your Chargebacks; (iii) collect from you (pursuant to subsection 4.6) an amount reasonably determined by us to be sufficient to cover anticipated Chargebacks and all related fees, expenses, and fines; or (iv) terminate the Agreement with written notice of termination. You also agree to pay any and all Payment Brand fees and fines assessed against you or against Paymentech or Member relating to your violation of the Agreement, the Operating Guide, or the Payment Brand Rules with respect to your Transaction Data or with respect to excessive Chargebacks under this Section.

7.3 Claims of Customers. You have full liability if any Transaction Data for which we have given the Settlement Account provisional credit is the subject of a Chargeback. Subsequently, you are allowed to resubmit applicable Transaction Data for a second presentation, but only in accordance with Payment Brand Rules. To the extent that we have paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and you do not reimburse us as provided in this Agreement, then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, we have all of the rights and remedies of such Customer under applicable federal, provincial or local laws and you authorize us to assert any and all such claims in our own name for and on behalf of any such Customer individually or all such Customers as a class.

8. DISPLAY OF PAYMENT BRAND MARKS. Merchant is prohibited from using the Payment Brand Marks, as defined below (sometimes referred to herein as "Marks"), other than as expressly authorized by us in writing or by the Payment Brands. Payment Brand Marks mean the brands, emblems, trademarks and/or logos that identify a Payment Brand. Additionally, Merchant shall not use the Payment Brand Marks other than to display decals, signage, advertising and other forms depicting the Payment Brand Marks that are provided to Merchant (i) by the Payment Brands; or (ii) by us pursuant to this Agreement. Merchant shall not use the Payment Brand Marks in such a way that Customers could believe that the products or services offered by Merchant are sponsored, endorsed or guaranteed by the owners of the Payment Brand Marks. Merchant recognizes that it has no ownership rights in the Payment Brand Marks. Merchant shall not assign to any third party the rights to use the Payment Brand Marks. Your right to use of the Payment Brand Marks hereunder terminates simultaneously with the termination of this Agreement.

9. FEES.

9.1 Schedule A. You agree to pay us for our services as set forth in Schedule A in accordance with this Agreement. If applicable, such pricing is based on all Transactions qualifying under the Payment Brand Rules for the lowest Payment Brand interchange rates. For Transactions that do not qualify for the best rate, Payment Brands may provide for a "downgrade", and we will apply a higher rate than the qualifying rate shown on Schedule A. Fees payable under this Agreement that contain a fraction of a cent will be rounded up to the next full cent. In addition, you will pay any charges for Equipment provided by Paymentech or its designated service provider as set forth in Schedule A in advance, calculated from the date on which we ship the Equipment to you.

9.2 Price Changes. We may modify the pricing on Schedule A with thirty (30) days' prior written notice. In addition, by giving written notice to you we may change our fees, charges and discounts resulting from: (i) changes in Payment Brand fees (such as interchange, assessments, and other charges); (ii) changes in pricing by any third party provider of a product or service used by you; or (iii) fees which are added by a Payment Brand. Such new prices will be applicable to you as of the effective date established by the Payment Brand or third party provider.

10. TERMINATION.

10.1 Term. The initial term of this Agreement shall commence on the earlier of (i) our acceptance hereof (as evidenced by the execution of the Agreement by us) or (ii) our processing of a Transaction submitted by you, and shall continue for an initial term of three (3) years. Unless otherwise terminated by either party as provided in this Agreement, the Agreement will automatically extend for successive three (3) year terms. Either party may give notice of non-renewal of this Agreement in writing no more than ninety (90) days and no less than thirty (30) days prior to any expiration date. We may terminate this Agreement at any time by giving notice to you (such termination by us to be effective as of a date set forth in such notice or, if no such date is set forth, to be effective as of the date such notice is received by you).

10.2 Termination. If our services provided under this Agreement fail to conform to generally accepted standards for such services in the payment processing industry then your sole remedy for such failure shall be that upon notice from you specifying the failure of performance, we will rectify such failure of performance. If we do not rectify our failure of performance within thirty (30) days after receipt of written notification from you, then you may terminate this Agreement upon written notice to us. If you otherwise end this Agreement, you agree to pay de-conversion fees of three hundred dollars (\$300.00) for each Merchant location that has submitted Transaction Data pursuant to this Agreement. Such amount will be funded, to the extent possible, according to the same methods for collecting amounts due under this Agreement. We may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) any non-compliance with this Agreement, the Payment Brand Rules or the Operating Guide, (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant, (iii) Paymentech deems Merchant to be financially insecure, (iv) Merchant or any person owning or controlling Merchant's business is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) or similar database maintained by the Payment Brands (v) any Payment Brand notifies us that it is no longer willing to accept your Transaction Data (vi) there exists any circumstances that create or could tend to create harm or loss to the goodwill of any Payment Brand, us or Member or (vii) you revoke your consent to debit the Settlement Account. We may terminate this Agreement at any time without notice and charge you the foregoing de-conversion fee if you do not transmit Transaction Data to us for a period of more than sixty (60) consecutive days.

10.3 Account Activity After Termination. Termination does not affect any party's respective rights and obligations under this Agreement as to Transaction Data submitted before termination. If this Agreement is terminated, our right of direct access to the Settlement Account will survive termination until such time as all credits and debits permitted by this Agreement and the PAD agreement and related to Transactions prior to the effective date of termination have been made. If you submit Transaction Data to us after the date of termination, we may, at our sole discretion and without waiving any of our rights or remedies under this Agreement, process such Transaction Data in accordance with the terms of this Agreement. Upon notice of any termination of this Agreement, we may estimate the aggregate dollar amount of Chargebacks and other obligations, liabilities, and expenses that we reasonably anticipate subsequent to termination, and you agree to immediately deposit such amount, or we may withhold such amount from your credits, in order to establish a Reserve Account pursuant to and governed by the terms and conditions of this Agreement.

11. INDEMNITY. You agree to indemnify Paymentech, Member, the Payment Brands, and each of their respective affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, our costs, expenses and reasonable legal fees) arising out of any claim, complaint, or Chargeback (i) made or claimed by a Customer with respect to any Transaction Data submitted by you, (ii) caused by your non-compliance with this Agreement, the Operating Guide, or the Payment Brand Rules, (including but not limited to any breach of a representation or warranty made by you or your failure to comply with the Security Standards), (iii) resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against you, or (iv) related to your placement or the placement of any person owning or controlling your business in the MATCH files maintained by Visa and MasterCard. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct. The indemnity provided under this Section 11 shall survive the termination of this Agreement.

12. TRANSACTION DATA AND PAYMENT INSTRUMENT INFORMATION. You acknowledge and understand the importance of compliance with the Security Standards, such as those relating to the storage and disclosure of Transaction Data and Payment Instrument Information. Therefore, you will exercise reasonable care to prevent disclosure or use of Payment Instrument Information, other than (i) to your agents and contractors for the purpose of assisting you in completing a Transaction, (ii) to the applicable Payment Brand, or (iii) as specifically required by law. You are allowed by the Payment Brand Rules to store only certain Payment Instrument Information (currently limited to the customer's name, Payment Instrument account number and expiration date) and are prohibited from storing additional Payment Instrument Information, including, without limitation, any security code data such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You will store all media containing Payment Instrument Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only and, prior to discarding any material containing Payment Instrument Information, you will destroy it in a manner rendering the account numbers unreadable. If at any time you determine that Payment Instrument Information has been compromised you will notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as we otherwise reasonably deem necessary. Merchant information may be shared by us with our affiliates, and with the Payment Brands subject to the provisions of this Agreement and Payment Brand Rules. You agree to comply with all Security Standards, as defined in Section 19. You further agree to provide us upon our request with such tests, scans and assessments of your compliance with Security Standards as required by the Payment Brands. You must notify us of your use of any Service Provider and, to the extent required by each Payment Brand all Service Providers must be (i) compliant with all Security Standards applicable to Service Providers, and (ii) registered with and/or recognized by such Payment Brand(s) as being so compliant. You agree to exercise due diligence to ensure that all of your Service Providers, and any other agents, business partners, contractors, or subcontractors with access to Payment Instrument Information, maintain compliance with the Security Standards. To the extent required by each Payment Brand, all Payment Applications, or software involved in the processing, storing, receiving or transmitting of Payment Instrument Information, shall be (i) compliant with all Security Standards applicable to such Payment Applications or software, and (ii) registered with and/or recognized by such Payment Brand(s) as being so compliant. You understand that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Payment Instrument Information, may result in assessments, fines, and/or penalties by the Payment Brands, and you agree to indemnify and reimburse us immediately for any such assessment, fine, or penalty imposed on us or the Member and any related loss, cost or expense incurred by us or the Member. If any Payment Brand requires a forensic examination of you or any of your Service Providers, agents, business partners, contractors, or subcontractors due to a data security compromise event or suspected event, you agree to cooperate with such forensic examination (including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand) and agree to pay for all costs and expenses related to such forensic examination, including all of our legal fees and other costs relating to such forensic examination. By executing this Agreement, Merchant represents that, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, Merchant shall not sell, transfer, or disclose any materials that contain Transaction Data or Payment Instrument Information to third parties. Merchant must return such information to Paymentech or provide Paymentech with acceptable proof of its destruction.

13. INFORMATION ABOUT MERCHANT'S BUSINESS.

13.1 Additional Financial Information. Each of Merchant and the undersigned Guarantors agrees to furnish to us upon five (5) days notice such financial statements and information concerning such Guarantors and Merchant and each of Guarantor's and Merchant's parents, subsidiaries, and affiliated entities as we may request.

13.2 Audit Rights. With prior notice and during your normal business hours, our duly authorized representatives may visit your business premises and may examine only that part of your books and records that pertain to your Transaction Data or your compliance with this Agreement.

13.3 Other Information. You agree to provide us at least thirty (30) days prior written notice of your intent to change your product line or services, or your trade name, or the manner in which you accept Payment Instruments. If we determine such a change is material to our relationship with you, we may refuse to process Transaction Data made subsequent to the change or terminate this Agreement. You agree to provide us with prompt written notice if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You will also provide us with prompt written notice of (i) any adverse change in your financial condition, (ii) any planned or anticipated liquidation or substantial change to the basic nature of your business, (iii) any transfer or sale of any substantial part (25% or more in value) of your total assets, or, (iv) if you or your parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, any change in the control or ownership of you or your parent. You will also notify us of any judgement, writ, attachment, distraint, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you obtain knowledge of any such judgement, writ, attachment, distraint, execution or levy.

14. DISCLAIMER: LIMITATION OF DAMAGES. Subject to Section 5, we will, at our own expense, correct any Transaction Data in which and to the extent that such errors have been caused by us or by malfunctions of our Intellectual Property or machines. Under no circumstances will Paymentech's financial responsibility for Paymentech's failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Payment Brand fees, third party fees, interchange, assessments and fines) for the six (6) months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT AND EXCEPT WITH RESPECT TO MERCHANT'S FAILURE TO COMPLY WITH THE SECURITY STANDARDS, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR SPONSORING BANKS, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT. PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, PRODUCTS AND EQUIPMENT PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

15. STORED VALUE TRANSACTIONS.

15.1 Cards & Packaging. If indicated on Schedule A, you are required to purchase cards from us for your Stored Value Transaction program ("SV Program"). If you are obligated to purchase cards from us or if you elect to do so anyway, we will arrange for the card production and may, at our option, invoice you therefore, in lieu of electronically debiting your Settlement Account. Any such invoice will be payable upon receipt. Cards, packaging and point-of-purchase marketing materials are available and priced on a per bundle basis, based on current rates. All production and delivery timeframes and costs provided by us are estimates only and we do not guarantee any specific date of delivery or price for cards produced by third parties. You are responsible for all production costs and delivery charges for cards. The form and content of all cards will be subject to our approval.

15.2 Compliance and Warranties. You are solely responsible for complying with all applicable laws relating to your Payment Instruments for Stored Value Transactions ("SV Payment Instruments") and you agree to indemnify and hold us, the Payment Brands, and their respective affiliates, officers, directors, employees and agents harmless from any loss, damage or claim relating to or arising out of any failure to comply with applicable laws in connection with your SV Program. NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY BY US THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. ANY SECURITY MECHANISMS INCORPORATED IN THE SERVICES HAVE INHERENT LIMITATIONS, AND YOU MUST INDEPENDENTLY DETERMINE THAT SUCH MECHANISMS ADEQUATELY MEET YOUR SECURITY AND RELIABILITY REQUIREMENTS. BY USING THE SERVICES, YOU REPRESENT THAT YOU HAVE SO DETERMINED.

15.3 Indemnity. In the event of any loss, theft, disappearance of or damage to data that is transmitted electronically in connection with the SV Program, you agree to indemnify and hold harmless Paymentech, the Payment Brands, and their respective affiliates, officers, directors, employees and agents, with respect to such. You are solely responsible for monitoring the legal developments applicable to the operation of your SV Program and ensuring that your SV Program complies fully with such requirements as in effect from time to time. Merchant acknowledges that Paymentech cannot reasonably be expected to monitor and interpret the laws applicable to its diverse customer base, and has no responsibility to monitor or interpret laws applicable to Merchant's business.

15.4 Fraud. You hereby agree (i) that you are responsible for ensuring that all SV Payment Instruments require activation at the point of sale; (ii) to provide notification in writing to Paymentech of any fraud losses by type fifteen (15) days following the end of each calendar quarter; (iii) that you will be solely responsible for any and all value adding and fraud losses and expenses relating to or arising from your SV Program; (iv) to discourage transportation of groups of sequentially numbered SV Payment Instruments; and (v) to deactivate or otherwise remove all value from SV Payment Instruments that have been compromised. You shall be responsible for any fraudulent transactions involving your SV Payment Instruments, including, without limitation, the unauthorized activation of SV Payment Instruments, reloading of existing SV Payment Instruments (whether pursuant to a manual telephone order or otherwise) with additional value, or the unauthorized replication of SV Payment Instruments or SV Payment Instrument data for fraudulent transactions.

16. INTELLECTUAL PROPERTY.

We retain all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by us, and provided in connection with this Agreement (collectively, the "Intellectual Property"), and we grant you a non-exclusive license to use the Intellectual Property for the limited purpose of performing under this Agreement. Unless otherwise provided in a separate agreement between you and us, any equipment, terminals or machinery provided by us but not developed by Paymentech, is being licensed or purchased by you directly from the manufacturer or developer of such machinery or Intellectual Property. You acknowledge that the license granted herein is limited to your own use exclusively and that you do not have the right to sub-license any of the Intellectual Property in either their original or modified form. You agree that you will not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without our prior written consent.

17. EQUIPMENT.

17.1 Merchant-Provided/Owned Equipment. If you use Equipment that is not provided by us, you must ensure that it complies with Payment Brand requirements, including security and chip functionality requirements, at all times. If your Equipment is lost or stolen you agree to notify us immediately. You will supply us with any certification of compliance as requested from time to time by the Payment Brands.

17.2 Paymentech Provided/Owned Equipment. If you use Equipment provided by us or by a designated service provider, we will arrange for your Equipment to be delivered. The Equipment, including terminals we provide, are our property and will not become a fixture under any circumstances. You agree to reimburse Paymentech, Member, and their respective affiliates, officers, directors, employees and agents against any loss, damage or expense resulting from: (i) your use or any misuse of the Equipment and any accompanying parts supplied to you or (ii) another person obtaining a right or an interest in any of our terminals. You do not have the right to sub-lease the Equipment. If your Equipment is lost or stolen you agree to notify us immediately. You are responsible for any loss, theft or damage to any Equipment we have provided to you, except for normal wear and tear. You agree to allow us to inspect your Equipment periodically and, at our option, repair it. If we request, you will tell us where each terminal is at any time and who is in possession of it. We have the right to replace our Equipment with any other type of Equipment if we believe it is necessary.

17.2.1 Leasing Company Equipment. If you use Equipment provided by a Leasing Company, we or the Leasing Company will arrange for your Equipment to be delivered. If the Leasing Company Equipment is lost or stolen you agree to notify us immediately. You agree to reimburse Paymentech, Member, and their respective affiliates, officers, directors, employees and agents against any loss, damage or expense resulting from your use or misuse of the Leasing Company Equipment and any accompanying parts supplied to you. You agree to allow us to inspect the Leasing Company Equipment periodically and, at our option, repair or replace it with any other type of Leasing Company Equipment. If we request, you will tell us where each Leasing Company terminal is at any time and who is in possession of it and if we request, you will return the Leasing Company Equipment to us.

17.3 Installation of Equipment. You agree to install and activate such Equipment any accompanying parts supplied to you in accordance with our procedures. If you need to move any Equipment to another location after it has been installed, or if multiple pieces of Equipment are being moved or exchanged, you will notify us in advance and pay any expenses to have it moved. Prior to installing the Equipment in your place of business, you will ensure compliance of all electrical, communication, and other physical facilities with all applicable laws and regulations that relate to the installation of the Equipment. Unless we tell you that we are ordering telecommunications facilities or you have made some other arrangement with us for them, you will order the telecommunications facilities needed to link the Equipment with our network. You will pay all costs associated with this.

17.4 Using the Equipment. You will use all Equipment any accompanying parts supplied to you according to our procedures and applicable laws. You acknowledge that Equipment can be used for transactions and services that are not covered under this Agreement or in any other agreements you have with us (such as communicating with issuers of other types of Payment Instruments). You agree that we are not responsible for such Transaction Data or for any failure of a terminal to communicate with other persons, including other Payment Brands. You may upgrade your Equipment to another type during the term of the Agreement, so long as the Equipment is certified to communicate with our networks. You may have to pay an upgrade fee and/or pay a higher fee.

17.5 Canceling Your Equipment Rental. You can cancel the rental of Equipment from us at any time by returning the Equipment (or any portion or piece) we sent to you. If you return the Equipment less than twelve (12) months after the date we shipped it to you, you agree to pay a terminal service charge, unless you have negotiated seasonal pricing. The amount of this service charge is equal to eighteen (18) months rent on your Equipment (or attributable to that portion or piece of the Equipment that you are canceling), including applicable taxes, minus the rent for that portion or piece of Equipment that you have already paid to us. You will owe us fees until you return our Equipment to us and we receive it.

18. MISCELLANEOUS.

18.1. Taxes. Unless you are otherwise exempt, you agree to pay any taxes imposed on the services, Equipment, Intellectual Property, supplies, and other goods purchased or tangible property provided under this Agreement, and you authorize us to increase the amount we collect from you to reflect any and all assessments or increases in the sales, use, excise, goods and services, value added, occupational, property, lease, or other taxes imposed on such sale or lease of services, tangible property, Intellectual Property, Equipment, supplies, and other goods purchased.

18.2 Application and Credit Check. You represent and warrant that statements made on your Application for this Agreement are true as of the date of your execution of this Agreement. Your signature on this Agreement authorizes us to perform any credit check deemed necessary with respect to Merchant and its directors, officers, affiliates, principals, and guarantors.

18.3 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

18.4 Assignment. We cannot assign this Agreement without your prior written consent, except that we may assign this Agreement to an entity qualified under Payment Brand Rules to perform our obligations under this Agreement. You cannot assign or transfer your rights or delegate your responsibilities under this Agreement without our prior written consent. Failure to obtain our consent may result in termination of this Agreement. Any assignee or successor must provide such additional information and execute such additional documentation or take any further actions as we may request in order to ensure continued processing of Transactions under this Agreement.

18.5 Amendments To Terms and Conditions. This Agreement may be amended at any time by Paymentech upon thirty (30) days notice to you. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules, government entity or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. YOU ACKNOWLEDGE THAT YOUR CONTINUED SUBMISSION OF TRANSACTIONS TO US THIRTY (30) DAYS FOLLOWING THE DATE OF SUCH NOTICE WILL BE DEEMED TO BE YOUR ACCEPTANCE OF SUCH AMENDMENT AND YOUR AGREEMENT TO BE BOUND BY ALL THE MODIFIED TERMS AND CONDITIONS. IF YOU DO NOT WISH TO ACCEPT ALL OF THE MODIFIED TERMS AND CONDITIONS THEN YOU MUST CONTACT US, WITHIN THE THIRTY (30) DAYS FOLLOWING THE DATE OF SUCH NOTICE THAT YOU ARE TERMINATING THIS AGREEMENT BASED ON THIS PROVISION.

18.6 Parties. This Agreement binds you and us and our respective heirs, representatives, successors (including those by merger and acquisition), and permitted assigns. You represent and warrant that your execution of and performance under this Agreement (i) in no way breaches, contravenes, violates or in any manner conflicts with any of your other legal obligations, including, without limitation, your corporate charter or similar document or any agreement between you and any third party or any affiliated entity; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (iii) that the person(s) signing this Agreement on your behalf is duly authorized to do so. In providing services to you, we will not be acting in the capacity of your agent, partner, or joint venturer, and we are acting solely as an independent contractor. Each party agrees that any other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such permitted disclosure may identify the parties by name but shall not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

18.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

18.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

18.9 Entire Agreement. The Payment Brand Rules, Operating Guide, Application, and all schedules, and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. This Agreement shall prevail over the terms of any agreement governing the Settlement Account. Merchant agrees that in entering into this Agreement it has not relied on any statement of Paymentech or its representatives.

18.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either emailed, hand delivered, faxed, or mailed first class, postage prepaid (and will be deemed to be given when so delivered or mailed), to the addresses set forth below and in the Application or to such other address or email address as any party may from time to time specify to the other parties in writing.

18.11 Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario without reference to conflict of laws provisions. Any action, proceeding, litigation or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur exclusively in Toronto, Canada. The non-prevailing party in any such proceeding will reimburse the prevailing party the reasonable legal fees, and court costs incurred by the prevailing party in connection with such proceeding. You agree to indemnify and hold harmless Paymentech, its affiliates, officers, directors, employees and agents for all costs, expenses and reasonable legal fees arising in connection with the enforcement by Paymentech of your obligations under this Agreement. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

18.12 Force Majeure. Neither party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labour strife, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 18.12 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

18.13 French Language. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE REQUIRED THIS AGREEMENT AND ALL RELATED DOCUMENTS TO BE DRAWN UP IN THE ENGLISH LANGUAGE. LES PARTIES RECONNAISSENT AVOIR DEMANDÉ QUE LE PRÉSENT CONTRAT AINSI QUE LES DOCUMENTS QUI S'Y RATTACHENT SOIENT RÉDIGÉS EN LANGUE ANGLAISE.

18.14 Survival. The provisions of Sections 1.3, 4.2, 4.4, 4.5, 4.6, 6, 7, 9, 10.3, 11, 12, 14, 15, 16, 17, 18 and 19 shall survive the termination of this Agreement.

18.15 New Services and Products. From time to time, we may offer you new and/or additional products or services under this Agreement. If you tender to us any Transaction Data thirty (30) days following our notice to you of such new and/or additional product(s) or service(s) then, you will be deemed to have accepted the new and/or additional product(s) or service(s), as the case may be, and will be bound by this Agreement and any additional terms, conditions and pricing set out in connection with the new and/or additional product(s) or service(s) offering. If you do not wish to accept the new and/or additional product(s) or service(s) then you must notify us within the thirty (30) days following the date of our notice that you do not wish to accept the new and/or additional product(s) or service(s). We will advise you at that time if any further action is required to be taken by you to disable the new and/or additional product(s) or service(s) or what other options are available to you.

19. DEFINITIONS.

"Application" is your statement of your financial condition, a description of the characteristics of your business or organization that you have submitted to us on the cover pages of this Agreement, and related information you have submitted to us including but not limited to credit and financial information, to induce us to enter into this Agreement with you and that has induced us to process your Transactions under the terms and conditions of this Agreement.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Chase Paymentech Gift Card" means a stored value and/or loyalty card or account, the transactions of which are processed exclusively by Paymentech, that is issued by Merchant (or a group of merchants, of which Merchant is a member) to a Customer for use only to make purchases from Merchant or other members of such group. A Chase Paymentech Gift Card account consists of an account funded by a Customer either through a payment to the Merchant or another member of such group; by the return of goods initially purchased with such account; or by the Merchant or another member of such group in the case of a promotion or the rewarding of the Customer via a loyalty program.

"Conveyed Transaction" is any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant.

"Customer" is the person or entity to whom a Payment Instrument is issued or who is otherwise entitled to use a Payment Instrument.

"Equipment" is a point-of-sale terminal or other software, hardware, or other Payment Instrument processing equipment used by you to obtain Payment Instrument information and transmit Transaction Data to us.

"Leasing Company" is a service provider designated by Paymentech.

"Member" is the entity providing sponsorship to Paymentech as required by any applicable Payment Brand.

"Merchant", "you" and "your" is the Merchant identified in the Application on the cover page of the Agreement.

"Payment Application" is a third party application used by Merchant that is involved in the authorization or settlement of Transaction Data.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, MasterCard International Inc., Visa International, Inc., Visa Canada, Interac, Acxsys Corporation, other credit and debit card providers, debit network providers, Chase Paymentech Gift Card and other stored value, loyalty program providers and Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Payment Instrument" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand or representatives or members of a Payment Brand, that you accept from Customers as payment. Payment Instruments include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.

"Payment Instrument Information" is information related to a Customer or the Customer's Payment Instrument, that is obtained by Merchant from the Customer's Payment Instrument, or from the Customer in connection with his or her use of a Payment Instrument (for example a security code, a PIN number, or the Customer's postal code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Payment Instrument account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Payment Transaction" is a Transaction other than a Stored Value Transaction or a Conveyed Transaction.

"Paymentech", "we", "our", and "us" is Chase Paymentech Solutions, an Ontario general partnership, having its principal offices at One Corporate Plaza, 2075 Kennedy Road, Suite 200, Toronto, Ontario, M1T 3V3.

"Personal Information" is information which relates to an individual and allows that individual to be identified.

"Retrieval Request" is a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Service Provider" is any party that processes, stores, receives or transmits or has access to Payment Instrument Information on your behalf.

"Stored Value Transaction" is a Transaction utilizing a Payment Instrument issued by or on behalf of a Merchant in respect of which a Customer receives value from the Merchant in exchange for consideration from the Customer.

"Transaction" is a transaction conducted between a Customer and Merchant utilizing a Payment Instrument in respect of which consideration is exchanged between the Customer and Merchant.

"Transaction Data" is the written or electronic evidence of a Transaction.