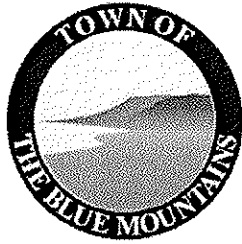


STAFF REPORT: PLANNING & BUILDING SERVICES DEPARTMENT



REPORT TO: Planning & Building Committee
MEETING DATE: April 4, 2011
REPORT NO.: B.11.19
SUBJECT: Online Payments of Building Permit Fees and "Moneris"
PREPARED BY: Greg Miller, Manager Building & By-Law and Ruth Prince, Manager of Revenue

A. Recommendations

THAT Council receive Staff Report B.11.19 respecting automated electronic payment of Building Permit Fees and authorize the Mayor and Clerk to execute the "Moneris Solution Card Acceptance Form" and Merchant Agreement with Moneris Solutions Inc. with respect to an automated electronic payment service that allows individuals using the internet to make online payments of building permits up to a maximum of \$10,000.00.

B. Background

Building & By-law Services Staff has continued to review opportunities to deliver cost effective and efficient services to our customers. In 2009, our online services initiative began with the implementation of the "*paytickets.ca*" service whereby people may pay their parking tickets online via Visa or Mastercard.

Recently, our online services was launched whereby our customers may go online and submit by-law complaints; view the status of by-law complaints; view the status of building permit applications and schedule building inspections. We have had very positive feedback from the local builders and contractors with this initiative.

Our next phase would be to allow our customers to submit building permit applications online and pay for their building permits via Debit, Visa or Mastercard. Only building permit fees up to a maximum value of \$10,000.00 would be acceptable for payments via credit card. No other Town fees collected such development charges would be accepted. The fee per transaction of 1.9% which would be equivalent to \$190.00. A minor permit with an associated building permit fee of \$100.00 would be \$1.90. An average dwelling permit with an associated building permit fee of \$3,000, would be \$57.00. Given this, Staff has estimated that \$5,000.00 in reduced permit revenue would be expected.

It is proposed that the fee be absorbed by our building permit fees as there are significant efficiencies in Staff resources through the online submission and payments online:

- Information entered by the applicant online is automatically updated in our permit database –staff do not need to re-enter this information;
- Reduced time at the front counter by eliminating at least one trip to Town Hall. Staff may spend upwards of 30 minutes taking an application in at the front counter.

A number of large municipalities in Ontario allow for electronic payment services partly as a convenience to their customers and partly to address service delivery challenges. Town Staff have reviewed this service and have concluded that online payment of building permits would represent a service delivery enhancement for our customers and also assist in addressing our service delivery challenges.

With respect to the Town's Purchasing Policy, this acquisition, if approved by Council, will be proceeding on the basis of "Negotiations and Single Source". Our Policy states:

Negotiations and Single Source procedures may be applied by the Manager of Purchasing or Department Head(s), with prior written approval, when any of the conditions as described in the Policy for Procedures for the Purchase of Goods and Services apply with respect to negotiations and single source items, and where the total expected purchase price is more than \$2,501. Department Head(s) jointly with the Manager of Purchasing or CAO have approval for negotiations from \$2,501 to \$25,000. The CAO jointly with the Manager of Purchasing has approval for negotiations from \$25,000 to \$100,000. Negotiations that exceed \$100,000 shall be approved by the CAO and Council.

Given the uniqueness of the application and compatibility challenges with our City View Software, the sole sourcing of this product is supported by and has been approved by Town Staff in accordance with the Town Policy subject to Council's authorization to reallocate funds from one By-law Division Project to another.

With respect to financing, the Town's approved 2010 Budget includes a Proposed Capital Project entitled "City View Enhancements". Working with the software provider, Municipal Software; they have waived the \$3,000.00 one time fee for the required program module. Additional fees for the setup of the online payments would be to Moneris at a cost of \$600.00.

In reviewing service delivery efficiencies, this initiative will bring significant value to our customers

C. The Blue Mountains' Strategic Plan

"Providing a strong, well managed municipal government."

D. Environmental Impacts

There are no environmental impacts regarding this draft document at the present time.

E. Financial Impact

The reduced building permit fee revenue of \$5,000.00 would be offset by more efficient processing of building permit applications by way of reduced staff time at front counter and double entry of applications.

F. Attachments

1. "Moneris Solutions Card Acceptance Form"
2. "Attestation of Compliance Form"

Submitted by:

Greg Miller, C.E.T., CBCO
Manager, Building & By-
law/CBO

David Finbow
Director, Planning & Building Services

Ruth Prince
Manager of Revenue, Financial
& Information Services



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Self-Assessment Questionnaire A

Version 1.2

October 2008

Attestation of Compliance, SAQ A

Instructions for Submission

The merchant must complete this Attestation of Compliance as a declaration of the merchant's compliance status with the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures*. Complete all applicable sections and refer to the submission instructions at "PCI DSS Compliance – Completion Steps" in this document.

Part 1. Qualified Security Assessor Company Information (if applicable)

Company Name:

Lead QSA Contact
Name:

Title:

Telephone:

E-mail:

Business Address:

City:

State/Province:

Country:

ZIP:

URL:

Part 2. Merchant Organization Information

Company Name:

DBA(S):

Contact Name:

Title:

Telephone:

E-mail:

Business Address:

City:

State/Province:

Country:

ZIP:

URL:

Part 2a. Type of merchant business (check all that apply):

- Retailer Telecommunication Grocery and Supermarkets
 Petroleum E-Commerce Mail/Telephone-Order Others (please specify):

List facilities and locations included in PCI DSS review:

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc)? Yes No

Does your company have a relationship with more than one acquirer? Yes No

Part 2c. Eligibility to Complete SAQ A

Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because:

- Merchant does not store, process, or transmit any cardholder data on merchant premises but relies entirely on third party service provider(s) to handle these functions;
- The third-party service provider(s) handling storage, processing, and/or transmission of cardholder data is confirmed to be PCI DSS compliant;
- Merchant does not store any cardholder data in electronic format; **and**
- If Merchant does store cardholder data, such data is only in paper reports or copies of receipts and is not received electronically.

Part 3. PCI DSS Validation

Based on the results noted in the SAQ A dated (*completion date*), (*Merchant Company Name*) asserts the following compliance status (check one):

- Compliant:** All sections of the PCI SAQ are complete, and all questions answered "yes," resulting in an overall **COMPLIANT** rating, thereby (*Merchant Company Name*) has demonstrated full compliance with the PCI DSS.
- Non-Compliant:** Not all sections of the PCI SAQ are complete, or some questions are answered "no," resulting in an overall **NON-COMPLIANT** rating, thereby (*Merchant Company Name*) has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

Merchant confirms:

- PCI DSS Self-Assessment Questionnaire A, Version (*SAQ version #*), was completed according to the instructions therein.
- All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment.
- I have read the PCI DSS and I recognize that I must maintain full PCI DSS compliance at all times.

Part 3b. Merchant Acknowledgement

Signature of Merchant Executive Officer ↑

Date ↑

Merchant Executive Officer Name ↑

Title ↑

Merchant Company Represented ↑

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "NO" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

| PCI DSS Requirement | Description of Requirement | Compliance Status (Select One) | | Remediation Date and Actions (if Compliance Status is "NO") |
|---------------------|---|--------------------------------|--------------------------|---|
| | | YES | NO | |
| 9 | Restrict physical access to cardholder data | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12 | Maintain a policy that addresses information security | <input type="checkbox"/> | <input type="checkbox"/> | |



Moneris Solutions Card Acceptance Form



2.

| | |
|---|-------------------------|
| Promo Code: | 1REWARD |
| Promo Name: | |
| Existing Merchant: <input type="checkbox"/> Yes <input type="checkbox"/> No | Merchant #: 0030 |
| Existing Operating As Name: | |

| | |
|---|----------------------------|
| Officer Code: BM | Date: March 4, 2011 |
| Sales Representative's Name: Bruce MacGillivray | |
| On Site Merchant Visit Conducted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| How did you hear about Moneris Solutions? | |

PREVIOUS PROCESSOR DETAILS

| | | | |
|--|--|---|--|
| Previous Business Name Processed Under: | | Reason For Leaving Previous Processor: | |
| Previous Card Plan Processor: | | <input type="checkbox"/> Desjardins <input type="checkbox"/> FDMS / TD CanadaTrust <input type="checkbox"/> GPS <input type="checkbox"/> Paymentech | |
| <input type="checkbox"/> Other [indicate the Processor]: | | | |

Information we require from you, the merchant:
 [Please complete & sign the attached application]

MERCHANT CONTACT AND BUSINESS INFORMATION

| | | | | |
|--------------|---------------|-----------------|-----------------------|--|
| Name Prefix: | First Name: | Middle Initial: | Last Name: | |
| Title: | Phone Number: | Fax Number: | Retrieval Fax Number: | |
| | [] - [] | [] - [] | [] - [] | |

| | | |
|--|---|--------------|
| Company Legal Name [Numbered; Incorporated; Limited Company]: | | |
| Operating As Name [As it appears on Store Front]: | | |
| Town of Blue Mountain | | |
| Location Address [P.O. Boxes are not accepted]: | | |
| City: | Province: | Postal Code: |
| Location Telephone Number: | Location Fax Number: | |
| [] - [] | [] - [] | |
| Customer Service Telephone #: | Chargeback Fax Number: | |
| [capture for card not present and recurring payment transactions] | <input type="checkbox"/> As Above <input type="checkbox"/> As Below | |
| <input type="checkbox"/> As Above <input type="checkbox"/> As Below | <input type="checkbox"/> Chargeback Via Regular Mail | |
| [] - [] | [] - [] | |
| Website: | | |
| Email Address: | | |
| Head Office or Alternate Address Details: | | |
| <input type="checkbox"/> Billing Address <input type="checkbox"/> Equipment Delivery Address | | |
| Address: | | |
| City: | Province: | Postal Code: |

| | |
|--|----------------|
| Method of Selling [percentage of total sales for each] | |
| Type | Percentage [%] |
| Direct Selling [Face to Face] | % |
| Mail Order / Telephone Order | % |
| E-commerce | 100 % |
| Description of Products or Services Sold | |
| MCC: | |
| Length of Current Ownership | |
| Years | Months |
| Open Date | |
| Length at Current Location | |
| Years | Months |
| Legal Type of Business | |
| Type of Business Location | |
| Is there a parent entity taking Rolled up liability? | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Association/Franchise Chain Name [if applicable]: | |
| Seasonal Merchant: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Recurring Payments: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

MERCHANT CONTACT AND LOCATION INFORMATION Continued

| Future Delivery Details | | |
|--|--|------|
| Percentage of future delivery sales? | | % |
| What is the time frame in which products are delivered? | | Days |
| Is there an initial deposit? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If "Yes", what % of the sale is taken for deposit? | | % |
| Is the merchant selling packages? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If "Yes", outline the package and the time to use [below]: | | |
| Package 1 | Days | % |
| Package 2 | Days | % |
| Package 3 | Days | % |
| Additional Details: | | |

| Alternate Contact [for additional contacts see attached contact document] | |
|---|--|
| Contact Type: | |
| <input type="checkbox"/> Same as Merchant Contact | <input type="checkbox"/> If Different [fill below] |
| Name: | Telephone #:[] - |

| Hours of Operation: | | | |
|---------------------|--|------------|---------|
| Monday: | | am / pm to | am / pm |
| Tuesday: | | am / pm to | am / pm |
| Wednesday: | | am / pm to | am / pm |
| Thursday: | | am / pm to | am / pm |
| Friday: | | am / pm to | am / pm |

| | |
|---|---|
| Merchant ready to accept POS within 15 days? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| POS Communication Line Type: | <input type="checkbox"/> Dial <input type="checkbox"/> IP |
| <input type="checkbox"/> Type 2 - Merchant Manually closes Batch | |
| <input type="checkbox"/> Type 3 - System closes the batch at a merchant selected time | |

OWNER/S, PARTNER/S AND OR DIRECTOR/S INFORMATION

| Owner, Partner, Officer or Director Signing The Contract: | | | |
|--|-------------------------------|--------------|--|
| Name: | | | |
| Country of Residence: <input type="checkbox"/> Canada <input type="checkbox"/> Other | | | |
| Home Address: | | | |
| City: | Province: | Postal Code: | |
| Home Telephone Number: [] - | | | |
| Position: | | | |
| Date Of Birth [yyyy-mm-dd]: | Percentage Of Ownership: % | | |
| Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

| Owner, Partner, Officer or Director Signing The Contract: | | | |
|--|-------------------------------|--------------|--|
| Name: | | | |
| Country of Residence: <input type="checkbox"/> Canada <input type="checkbox"/> Other | | | |
| Home Address: | | | |
| City: | Province: | Postal Code: | |
| Home Telephone Number: [] - | | | |
| Position: | | | |
| Date Of Birth [yyyy-mm-dd]: | Percentage Of Ownership: % | | |
| Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

MONERIS PRODUCTS AND SERVICE INFORMATION

| Fees: | Transaction | MDR | | Non-Qualified* | Card Brand** | Card Brand Foreign*** |
|------------------------------|-------------|--------------------------|---------------|----------------|--------------|-----------------------|
| | | [Merchant Discount Rate] | | | | |
| MasterCard | \$ | 1.70 % | Gross Deposit | 0.60 % | 0.10 % | 0.50 % |
| Debit MasterCard | \$ 0.07 | 0.10 % | Gross Deposit | 1.50 % | N/A | N/A |
| Maestro | \$ | % | Gross Deposit | % | % | % |
| Visa | \$ | 1.70 % | Gross Deposit | 0.60 % | 0.10 % | 0.50 % |
| Visa Debit | \$ 0.12 | 0.35 % | Gross Deposit | 1.00 % | N/A | N/A |
| Interac | \$ | N/A | N/A | N/A | N/A | N/A |
| American Express/JCB**** | \$ 0.08 | N/A | N/A | N/A | N/A | N/A |
| Diners/Enroute | \$ | N/A | N/A | N/A | N/A | N/A |
| Discover | \$ | N/A | N/A | N/A | N/A | N/A |
| Private Label | \$ | N/A | N/A | N/A | N/A | N/A |
| Cheque Authorization | \$ | N/A | N/A | N/A | N/A | N/A |
| Eselect Plus Transaction Fee | \$ | N/A | N/A | N/A | N/A | N/A |
| VAR Transaction Fee | \$ | N/A | N/A | N/A | N/A | N/A |
| IVR Transaction Fee | \$ | N/A | N/A | N/A | N/A | N/A |
| eVAR Transaction Fee | \$ | N/A | N/A | N/A | N/A | N/A |

Visa Debit Opt-Out Please note that the Visa Debit Opt-Out option is available for face-to-face transactions only and that the Visa Debit rates and transaction fees may still apply to certain Visa Debit transactions including without limitation contactless, card-not-present and manually key entered transactions.

*Additional fees may apply to all MasterCard, Debit MasterCard, Maestro, Visa and Visa Debit transactions processed based on the type of transaction, the type of credit card used in the transaction and the corresponding level of interchange applicable thereto. The interchange rates are set by the applicable Card Brand and therefore are subject to change.

** The Visa Card Brand Fees, the MasterCard Card Brand Fees & the Maestro Card Brand Fees will apply to all gross sales dollar volumes processed by you for Visa & Visa Debit, MasterCard & Debit Master Card and Maestro, respectively.

***The MasterCard - Card Brand Foreign Fee, the Visa - Card Brand Foreign Fee, the Maestro - Card Brand Foreign Fee will apply to all foreign transaction volume processed.

**** Moneris transaction fees for American Express / JCB are separate and apart from fees applied by Amex Bank of Canada for American Express / JCB Card Acceptance.

MONERIS PRODUCTS AND SERVICE INFORMATION

Remote Transaction Questions [mandatory if any % MO/TO or e-Commerce]

1. Do you have a website for your business?
 - Yes No

2. Regarding payment options, how will your website be set-up? [Mandatory if question 1 is YES]
 - a) Is your website for 'Advertising Purposes' only? [i.e. you are NOT accepting any credit card numbers via the Internet]
 - Yes No
 - If 'Yes', go to #3. Otherwise continue

 - b) Provide the name of your SSL provider [e.g. Verisign; Thawte; Entrust; Other – specify]:

Pay Pal Payflow Pro

 - c) Will you be processing Real-Time Transactions? [including via on 'On-line Order Form' which must be submitted via 'Real-Time' transaction only]
 - Yes No

 - d) How will you be processing your real-time transactions?
 - Moneris API EVAR Merchant hosting own solution Moneris Hosted Payment Page

3. Where will your product or service be sold and delivered?
 - Canada: Yes No US: Yes No Internationally: Yes No

4. Briefly outline your return policy:
 - Greater than 30 days Less than 30 days With receipt Money- back guarantee
 - Store credit only Without receipt No returns
 - Other

MONERIS GIFT CARD ORDER DETAILS

| Description | Gift Card* | Loyalty Card** |
|---|--------------------------|--------------------------|
| Product Ordered | <input type="checkbox"/> | <input type="checkbox"/> |
| Loyalty Program Service Package Name | N/A | |
| Card Design Code | | |
| Gift Card Sign-Up Fee | \$ | |
| <input type="checkbox"/> Reload Feature | \$ | |
| Additional Sign-Up Fee [Per Location] | \$ | |
| Number Of Additional Locations | | |
| Enhanced Gift/ Loyalty Monthly Fee [Per Location] | \$ | |
| Loyalty Transaction Overage Fee [Per Loyalty Transaction over monthly Transaction limit per location] | N/A | \$ |
| Loyalty Program Service Change Fee [Per Request form submitted] | N/A | \$ |
| Reward Threshold Level [Increment of 5, between 5 and 10,000 points] | N/A | POINTS |
| Reward Coupon \$ or % Amount [Increment of 5, up to \$10,000 or 100%] or Message*** | | |
| Total Card Fee | \$ | |
| Rush Order Fee [If Applicable] | \$ | |
| Quantity of Cards | | |
| Logo Redesign Fee [Per Logo Redesign] | \$ | |
| *If you have a Gift Card Service, please refer to the Moneris Gift Card Agreement Terms and Conditions for a list and definitions of charges applicable to your Moneris Gift Card Service. **If you have a Loyalty Program, please refer to the Moneris Loyalty Program Agreement Terms and Conditions for a list and definitions of charges applicable to your Moneris Loyalty Program. ***Text case on Reward Coupon will match text case used above. Accents will not be shown in French messages. | | |

Gift Card Logo to be printed [file provided]

Operating As Name to be printed [cannot be combined with above]

Important: 13 characters per line [as per below]

Line 1

Line 2

Line 3

Line 4

MONERIS BANKING AND DEPOSIT INFORMATION

| | | | | | |
|--|------------------|-------------------------------------|---|------------------|-------------------------------------|
| Credit Card Deposit Account (If Applicable) | | | Interac Card Deposit Account (If Applicable) | | |
| Transit Number | Institution Code | Account Number | Transit Number | Institution Code | Account Number |
| <input type="checkbox"/> Bank Of Montreal | | <input type="checkbox"/> Royal Bank | <input type="checkbox"/> Bank Of Montreal | | <input type="checkbox"/> Royal Bank |
| <input type="checkbox"/> Other (Please Specify) | | | <input type="checkbox"/> Other (Please Specify) | | |

| | |
|---|-----------------|
| Other Credit Card Fees | |
| Chargeback Fees | \$10.00 |
| Handling Fee | \$ 5.00 |
| Minimum Monthly MDR | \$ 20.00 |
| Compliance Fee [Applied To Certain MasterCard Chargebacks] | \$ 80.00 |


MONERIS AGREEMENTS AND SIGNATURES

You agree and acknowledge that:

- if we provide debit card services and/or point of sale terminals to you, you will be bound by and will follow the Terms and Conditions of the Moneris Debit Card and Terminal Agreement between you and us and, if we provide wireless GSM communications services to you, you will also be bound by and will follow the Moneris Wireless GSM Terms and Conditions between you and us;
- if we provide VISA and/or MasterCard services to you, you will be bound by and will follow the Terms and Conditions of your Moneris VISA Merchant Agreement and/or your Moneris MasterCard Merchant Agreement. You also acknowledge that even though the Terms and Conditions are the same for both agreements, you are entering into a separate agreement for each card type;
- If you are adding Visa Debit, Maestro and/or Debit MasterCard processing services and we already provide VISA and/or MasterCard services to you, you agree that from the first time that you process a Visa Debit, Maestro and/or Debit MasterCard transaction that any such transaction will be subject to all of the provisions and Card Association Rules and Regulations that apply to a Credit Card (as such term is defined in your Moneris VISA Merchant Agreement and/or your Moneris MasterCard Merchant Agreement), including without limitation the rules and regulations relating to chargebacks. Furthermore, you agree that you will retain copies of your Transaction Records (as such term is defined in the Moneris VISA Merchant Agreement and/or your Moneris MasterCard Merchant Agreement) for 24 months.
- we will provide the applicable agreements to you. Please ensure you read the Terms and Conditions of the agreements when you receive them as your acceptance of these Terms and Conditions will occur the first time that you use our services. Please ensure you read the Moneris Wireless GSM Terms and Conditions when you receive them as your acceptance of the Moneris Wireless GSM Terms and Conditions will occur the first time that you use our wireless GSM communications services. **If you do not receive any of the Terms and Conditions, please contact our Merchant Customer Service Centre at 1.866.319.7450 to request a copy;**
- each officer of your business who has signed this agreement has the authority to do so;
- unless you promptly advise us otherwise by calling our Merchant Customer Service Centre, you acknowledge that the information contained in this Moneris Card Acceptance Form is true and correct;
- if you are part of a limited time Promotional Offer and have any fees waived, and any of the applicable agreements are terminated prior to the expiry of its term, you will be responsible for any previously waived fees and all applicable fees for the remainder of the term;
- if we provide a gift card service to you, you will be bound by and will follow the Moneris Gift Card Terms and Conditions between you and us. Please ensure that you have read the Moneris Gift Card Terms and Conditions when you receive them as your acceptance of the Moneris Gift Card Terms and Conditions will occur the first time that you use our gift card service;
- If we provide a loyalty card service to you, you will be bound by and will follow the terms and conditions of the Moneris Loyalty Program Agreement between you and us. Please ensure that you have read the Moneris Loyalty Program Agreement terms and conditions when you receive such agreement as your acceptance of the Moneris Loyalty Card

Agreement terms and conditions will occur the first time that you use our loyalty card service;

- If we provide Vault Services to you, you will be bound by and will follow the Vault Service Terms and Conditions attached. Please ensure that you have read the Vault Service Terms and Conditions as your acceptance of the Vault Service Terms and Conditions will occur the first time you use the Vault Service;
- each person whose information is on this Moneris Card Acceptance Form authorizes us to use his/her personal information to respond to any application for our services and to provide our services as well as in the following ways:
 - to determine that person's financial situation by collecting credit and related financial information from our affiliates, strategic partners, credit agencies, other financial institutions and from references provided by that person;
 - to facilitate the provision of our services by sharing that person's information with our third party service providers, credit and debit card issuers, credit and debit card associations, credit agencies and similar parties connected to credit or debit card services;
 - to investigate potentially fraudulent or questionable activities regarding merchant account[s] or the use of our services;
 - for reporting purposes under credit or debit card association rules or regulations and to credit and debit card issuers, financial institutions or other credit or debit card related entities;
 - to offer related products and services that might be beneficial; and
 - in the course of an actual or potential sale, reorganization, consolidation, merger or amalgamation of our business;
- In addition we may also collect, use and disclose personal information when required or permitted by law.

| | |
|--|-------------------|
| Merchant's Authorized Signature | Date [yyyy-mm-dd] |
| Print Name: | |
| Title: | |
| Other Principal Of The Business | Date [yyyy-mm-dd] |
| Print Name: | |
| Title: | |
| Moneris authorized signature ** | Date [yyyy-mm-dd] |
|  | |

** On behalf of ourselves and Royal Bank of Canada and Bank of Montreal where applicable

VAULT SERVICE TERMS AND CONDITIONS

You agree and acknowledge that:

- (a) You are solely responsible for the content and accuracy of the Vault Information and Moneris Solutions Corporation ("Moneris") takes no responsibility for reviewing or checking the accuracy thereof.
- (b) You represent and warrant that you have all of the necessary authority and consent from the cardholder with respect to the collection, use and disclosure of any personal information with respect to your use of the Vault Service.
- (c) Moneris will make commercially reasonable efforts to make the Vault Service generally available, but does not guarantee the availability of the Vault Service at any particular time. For greater certainty, Moneris is entitled at any time, and without prior notice, to interrupt your access to the Vault Service for any reason, including without limitation for security considerations or maintenance work.
- (d) For each month during which you use the Vault Service, you agree to pay (i) the Vault Service Minimum Monthly Fee, or (ii) the total of the Monthly Fee for each Record stored by the Vault Service for any portion of such month, whichever is greater (the "Monthly Fee"). The Minimum Monthly Fee and the Monthly Fee for each Record stored by the Vault Service are set out above. You acknowledge that the Monthly Fee applies to any Record that is stored using the Vault Service for any portion of any given month. You further agree that we may debit your bank account for the Monthly Fee in accordance with the terms of the Agreement. In the event that any such debit cannot be processed, you will immediately pay Moneris the amount owing together with applicable interest. An account statement will be sent to you by mail or provided electronically, detailing the specifics relating to the Monthly Fee.
- (e) You may terminate the Vault Service at any time by providing 30 days prior written notice to Moneris in accordance with the notice provisions in the Agreement, provided that such termination will take effect on the first day of the month following such 30-day period.
- (f) Moneris will not be liable for any claims, losses, costs, exemplary, punitive, special, incidental, direct, indirect or consequential damages caused by the unavailability or performance failure of the Vault Service, including without limitation lost profits, lost revenues, lost business opportunities or loss of goodwill.

Definitions

"Agreement" means, collectively, this Card Acceptance Form, the Moneris VISA Merchant Agreement, the Moneris MasterCard Merchant Agreement, and the Moneris Debit and Terminal Agreement, in each case between you and us and as each such agreement may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"month" means a calendar month.

"Record" means a cardholder's card information and any other optional customer details.

"Vault Service" means the service provided by Moneris whereby you register the Vault Information onto a Moneris database and you subsequently access the database to use the Vault Information to charge your customers on a recurring or an on-demand basis.

"Vault Information" means your customers' credit card information and includes, without limitation any Records submitted by you.

GUARANTEE

To induce Moneris Solutions Corporation ("Moneris"), Bank of Montreal ("BMO"), Royal Bank of Canada ("RBC") and or Harris N.A. ("Harris") to enter into the Moneris Visa Merchant Agreement/Moneris MasterCard Merchant Agreement, the Moneris Debit Card and Terminal Agreement and the Merchant Services Agreement (facilitated by Moneris Solutions, Inc.) (as each such agreement may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreement"), I, the undersigned (the "Guarantor") guarantee to each of Moneris, RBC, BMO and Harris (as applicable) the due and punctual payment and performance of any and all of the present or future, direct or indirect, absolute or contingent indebtedness, obligations and liabilities of the merchant named on this Card Acceptance Form (and its successors and assigns, the "Merchant") which arise pursuant to or in connection with the Agreement as they become due from time to time (collectively the "Liabilities") regardless of the place or manner in which the Liabilities arise or are evidenced, in any currency, whether incurred by the Merchant alone or with another or others and whether as principal or guarantor.

If this Guarantee is executed by more than one party, the obligations of all parties executing this Guarantee shall be joint and several and each such party shall, therefore, be severally liable for all of the obligations guaranteed hereby, notwithstanding any discharge or unenforceability of the obligations with respect to any other party executing this Guarantee.

The Guarantor shall pay or perform the Liabilities immediately on demand without any requirement that payment or performance of any of the Liabilities has been demanded from the Merchant. The Guarantor will pay and perform the Liabilities without regard to (i) any equities between the Guarantor and the Merchant or the Guarantor and Moneris, RBC, BMO or Harris; or (ii) any defence or right of set-off, combination of accounts or appropriation or any cross-claim which the Merchant or the Guarantor may have. The amount of the Liabilities at any time shall be deemed to be as stated by Moneris based on its records, absent manifest error.

The Guarantor waives all defences to any action or proceeding to enforce this Guarantee.

This Guarantee shall not be limited, lessened, released or discharged by the recovery of any judgment against the Merchant or any other person, by any voluntary or involuntary liquidation, dissolution, winding-up, merger or amalgamation of the Merchant or any other person, by any sale or other disposition of all or substantially all of the assets of the Merchant, or by any judicial or extra-judicial receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or other proceedings affecting the Guarantor, the Merchant or any other person.

The Guarantor shall reimburse or indemnify Moneris and RBC, BMO or Harris (as applicable) on demand for all costs and expenses (including legal fees and disbursements on a solicitor-and-his-own-client basis) paid or incurred in enforcing the Liabilities.

This Guarantee shall enure to the benefit of the successors and assigns of each of Moneris, RBC, BMO and Harris. This Guarantee is binding upon the Guarantor, and any heirs, executors, legal representatives, successors and assigns of the Guarantor and is effective until the obligations of the Guarantor hereunder have been permanently paid or performed in full.

This Guarantee shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario. The Guarantor irrevocably submits to the jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

This Guarantee may only be amended or supplemented by a written agreement signed by the Guarantor and Moneris.

I HAVE RECEIVED A COPY OF THE GUARANTEE AND AGREE TO ALL OF THEIR TERMS.

TO WITNESS this Guarantee, the Guarantor has caused it to be duly signed.

| | |
|-----------------------|-------------------|
| Guarantor's Signature | Date [yyyy-mm-dd] |
| | |
| Print Name: | |
| Witnessed by: | Date [yyyy-mm-dd] |
| | |
| Print Name: | |

AMERICAN EXPRESS / JCB PRODUCTS AND SERVICE INFORMATION

| | |
|--------------|-------------|
| Promo Code: | Promo Name: |
| Promo Other: | |

| | |
|--|--|
| Cardplan[s] To Be Accepted | |
| <input type="checkbox"/> American Express & JCB | |
| American Express / JCB Chain Affiliated Property [CAP]: | |
| Card Holder "No Signature" Program [applicable to specific industries only]: | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| ARC / IATA Number [only required for travel agencies]: | |

| | |
|---------------------------------|--------|
| Transaction Details | |
| Average Transaction Amount | \$.00 |
| American Express Monthly Volume | \$.00 |

| | |
|--|---------------|
| American Express Pricing [Select One] | |
| <input type="checkbox"/> American Express Discount Rate | % |
| <input type="checkbox"/> American Express Transaction Fee | \$ 0. |
| <input type="checkbox"/> American Express Monthly Flat Fee | \$ 5.00 / mth |

| | | |
|--|--|-------------------------------------|
| Pay Frequency [Select One] | | |
| <input type="checkbox"/> 3 Day Pay [Standard] | <input type="checkbox"/> 15 Day Pay | <input type="checkbox"/> 30 Day Pay |
| Gross Pay Options [Select One – only applicable to 3 day pay] | | |
| <input type="checkbox"/> Daily Gross | <input type="checkbox"/> Monthly Gross | |

| | |
|---|----------------|
| American Express Statement [Select One] | |
| <input type="checkbox"/> On Line Merchant Statement [e-mail address required] | \$ 00.00 / mth |
| <input type="checkbox"/> Monthly Paper Statement | \$ 4.95 / mth |

| | | |
|--|------------------|----------------|
| Financial Institution Details | | |
| Financial Institution | | |
| | | |
| Transit Number | Institution Code | Account Number |
| Moneris fees are separate and apart from fees applied by Amex Bank of Canada for American Express Card Acceptance. | | |

AMERICAN EXPRESS / JCB AGREEMENTS AND SIGNATURES

Agreement and authorization to accept American Express cards:

- I, the undersigned represent to Amex Bank of Canada ["Amex"] that I have read, am authorized to sign and agree that the; Business Information, Owner/s, Partners and or Director/s Information; American Express / JCB Products and Service Information and American Express Agreement; portions of this application will be submitted on behalf of the entity named in this Card Acceptance Form [the "Establishment"]. I acknowledge and agree that the Establishment desires to and shall accept American Express cards in accordance with the terms and conditions established by Amex ["Amex Terms"], which shall be provided to the Establishment separately by Amex. Amex and Establishment confirm that upon delivery, the Amex Terms together with this application will create a separate agreement for Amex card acceptance between the two parties. On behalf of the Establishment I will ensure that the Amex Terms are reviewed and agree that they will be binding on the Establishment on the earlier of: a) the receipt of the Amex Terms by the Establishment or b) the Establishment uses the American Express merchant number assigned to it. If the Terms are not received by the Establishment, I agree that Amex will be contacted at 1.800.268.9877 to request a copy.

- By signing below, I authorize Amex to debit from the bank account identified in this application or otherwise provided for any amounts owing by the Establishment to Amex pursuant to the Amex Terms. I also agree to provide Amex with additional information related to this authorization upon request.
- I certify to Amex that the information provided in this application is true, complete and accurate. I authorize Amex to verify the information on this application and consent to the collection, use and disclosure of personal information about me for this purpose. I consent to the sharing of credit information about me or the Establishment with credit reporting agencies or credit bureaus as well as entities the Establishment purports to have a financial relationship and to use of third party databases to obtain or verify information about the Establishment and its financial condition.

| | |
|---------------------------------|-------------------|
| Merchant's Authorized Signature | Date [yyyy-mm-dd] |
| Print Name: | |
| Title: | |