

SCHEDULE C**GATEWAY SERVICES IN CANADA**

The terms in this Schedule C are applicable only in the event the Company uses the Gateway Services in Canada. Except as expressly modified pursuant to this Schedule, all terms and conditions of the Agreement (as defined in the Enrollment Form) remain in full force and effect and will govern the relationship between Elavon and Company.

1. The following provisions supersede the referenced provisions of the Agreement for purposes of Transactions in Canada:

1.1. Section 6.2. Office of Foreign Assets Control Compliance. Intentionally Omitted.

1.2. Section 6.3. Export Laws Compliance. Company will comply with all Canadian export Laws, including the list and guide maintained by Export Controls Division of Foreign Affairs, Trade and Development Canada, the *Corruption of Foreign Public Officials Act* (Canada) and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, governing the export and re-export of hardware, software or technology applicable to the Services and Equipment. Company will not, and will not request Elavon to, export, directly or indirectly, any technical data pursuant to the Agreement or any product using any such data to any country for which the Canadian government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

1.3. Section 15.2. Jurisdiction and Venue; Governing Law. For all disputes relating to the enforceability of the arbitration agreement set forth below in Section 18.6, or to the extent the arbitration agreement set forth in Section 15.6 is determined to be unenforceable or inapplicable to any matter arising out of or related to the Agreement, whether in contract, tort or otherwise, then the Laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without giving effect to the choice-of-law rules of the Province of Ontario, will govern such matter. The parties agree that all performances and Transactions in Canada will be deemed to have occurred in the Province of Ontario and that Company's entry into and performance of the Agreement will be deemed to be the transaction of business within the Province of Ontario. Any action or proceeding relating to or arising from the Agreement must be brought, held, or otherwise occur exclusively in Toronto, Canada, and the parties attorn to the exclusive jurisdiction of the courts of Ontario. Elavon and Company waive all right to trial by jury in any action or proceeding relating to the Agreement. Elavon and Company each represents to the other that this waiver is knowingly, willingly and voluntarily given.

1.4. Section 15.6. Arbitration. All claims, controversies or disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with it or derived from it, will be finally resolved by arbitration administered by the Alternative Dispute Resolution Institute of Canada Inc. under its ADRIC Arbitration Rules (a copy of which can be reviewed at <http://adric.ca/arbrules/>), except that the arbitration proceeding will be conducted before one neutral arbitrator who will be an active member of the bar of the Province of Ontario and actively engaged in the practice of law for at least 10 years and who will issue a reasoned award. The seat of arbitration will be Toronto, Ontario. The language of the arbitration will be English. The arbitrator will have the authority to award any remedy or relief that a provincial court in the Province of Ontario could order or grant. The arbitrator will have no authority to decide claims on a class action or collective action basis. The arbitrator can only decide Elavon's or the Company's claims and may not consolidate or join the claims of other persons who may have similar claims. No party to this Agreement may assert a claim in arbitration on behalf of any third party or represent any class of claimants in an arbitration brought pursuant to the Agreement. While each party will bear its own legal fees incurred in the arbitration proceeding, absent a contrary determination by the arbitrator as set forth in a reasoned award, Elavon will bear all administrative cost of the arbitration including the arbitrator's fees and will reimburse the Company's filing fee if the Company initiates the arbitration.

2. The following provisions apply to Company's acceptance of Transactions in Canada in addition to the provisions of the Agreement:

2.1. Fee Increase. Any fee increase Elavon makes, other than in accordance with pre-determined fee schedules, if any, will be effective 90 days after Company receives notice thereof.

- 2.2. Pre-Authorized Debits (PADs).** Company authorizes Elavon, and its vendors and agents to initiate debit and credit entries to the DDA, or any other account maintained by Company at any institution that is a member of the Canadian Payments Association, all in accordance with the Agreement, including those stated to be made by way of ACH. Company agrees that any withdrawal by Elavon and its respective vendors and agents in accordance with the Agreement are PADs for business purposes, as defined under Rule H1 of the Canadian Payments Association. **Company hereby waives the right to receive advance notice from Elavon and its respective vendors and agents of all such debits.** This authorization will remain in effect after termination of the Agreement and until all of Company’s obligations to Elavon have been paid in full. If Company changes the DDA, this PAD authorization will apply to the new account and Company will provide Elavon in writing such information regarding the new DDA as it deems necessary. It may take Elavon up to 10 business days after Elavon’s receipt of a written notice from Company to reflect in its system any change to Company’s DDA. If Company changes the DDA, Company agrees that it is responsible for all costs Elavon incurs in connection with Company’s decision to change the DDA. Company may revoke the PAD authorization upon 30 days’ prior written notice to Elavon, but any such revocation will constitute a material breach of the Agreement. Company may obtain a sample cancellation form, as well as further information on Company’s right to cancel a PAD authorization by contacting Company’s financial institution or by visiting www.cdnpay.ca. Company has certain recourse rights if any debit does not comply with the Agreement. For example, Company has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on Company’s recourse rights, Company may contact its financial institution or visit www.cdnpay.ca.
- 2.3. Termination.** Notwithstanding Section 5.1, Company may notify Elavon of its intent to terminate the Agreement within 90 days of notification of the fee increase by Elavon.
- 2.4. Taxes.** In addition to the provisions of Section 5.3 of the Agreement, all fees or charges payable by Company to Elavon as set forth in this Agreement, including the Schedules hereto, the Documentation or any exhibits, do not include goods and services tax, harmonized sales tax, Québec sales tax, value added tax, retail sales taxes and other similar taxes whether now imposed or to be imposed in the future. If any such tax (other than taxes based on Elavon’s income) is found to be applicable, the appropriate amount of tax shall be added to and shall be payable by Company to Elavon at the same time and upon the same terms as apply to the fees and other charges.
- 2.5. Language.** The parties hereby acknowledge that they have required the Agreement and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que le présent contrat ainsi que tous les documents qui s’y rattachent soient rédigés en langue anglaise.
- 3. Definitions.** The following definitions supersede the referenced definitions of the Agreement or are added to Appendix 1 – Definitions for the purposes of Transactions in Canada:
- “**Canadian Payments Association (CPA)**” means the national association that establishes standards, rules, and procedures and maintains a funds transfer system to enable depository financial institutions to exchange electronic payments.
- “**Code of Conduct**” means the Code of Conduct for the Credit and Debit Card Industry in Canada issued by the Department of Finance Canada and administered by the FCAC and all guidance, compliance bulletins and decisions issued by the FCAC in connection therewith, all as amended, restated, supplemented or replaced from time to time.
- “**EFT Networks**” means (i) Interac and any services offered by Interac, including online, debit and contactless services permitting Cardholders to pay for goods and services by debiting money directly from their accounts; and (ii) any other organization, association, service or network that hereafter authorizes, enables or is approved by Elavon and/or Member to authorize, capture, and/or settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.
- “**FCAC**” means Financial Consumer Agency of Canada.
- “**Interac**” means Interac Association.
- “**Interac Direct Payment**” means the service provided by Interac to permit Cardholders to pay for goods and services by debiting money directly from their accounts using a POS Device equipped with a PIN pad with PIN verification.

“**Laws**” means all applicable domestic or foreign laws (including common law), statutes, codes, acts, rules, regulations, treaties, ordinances, guidelines, industry commitments and all orders and decrees of all courts, tribunals and arbitrators, and includes the Code of Conduct, each as amended from time to time.

“**Visa**” means Visa Canada Corporation.