

## **TERMS OF USE**

The Directors and Officers of FeeBeaters Canada Inc. (hereinafter referred to as FeeBeaters) are appointed to the Processors that provide Bids to Businesses (hereinafter referred to as Merchants). Appointment consists of contractual agreements entered into by FeeBeaters Canada Inc. to supply applications for Payment Card Processing services to Merchants via proprietary Application Forms.

FeeBeaters Canada Inc., nor its Directors or Officers, have any ownership rights, express or implied, in any agreement entered into by Processors and Merchants. FeeBeaters role is to market to Merchants as a Facilitator in a reasonable and professional manner expected in the Merchant Processing industry.

Any and ALL disputes are to be referred to the Processor the Merchant has selected and Merchant Acknowledges and Agrees that FeeBeaters is held harmless in any event of any dispute in the operation of their agreement.

All Contractual Ownership and operational activity rests with Processors and FeeBeaters has no title or ownership.

Merchant acknowledges and agrees to abide by Agreements entered into with Processors and that FeeBeaters, is relying on the validity of such information to complete the Application Process and Merchant agrees to the following terms and conditions.

- Any provision of information is the responsibility of the Merchant and FEEBEATERS will be held harmless in all respects.
- Merchant will hold harmless FEEBEATERS; its Officers, Directors and any affiliated party from any claims arising from fraudulent transactions experienced in any aspect of this program; and will implement all prescribed precautions from regulatory and business advisory organizations in the Payment Card and Payment Processing Industry or Financial Institution.
- Merchant understands they have a fiduciary duty to safeguard any payment card information offered to them and to report misplaced or stolen information immediately and agrees to indemnify FEEBEATERS for any payment information that has not been reported as lost or stolen to their financial institution and/or credit card processor.
- Merchant acknowledges and understands that FEEBEATERS is relying on the veracity of all payment information being provided and that authorization from the financial or payment card institution absolves FEEBEATERS of any liability that may arise between the Merchant and The Processor.
- Merchant agrees to pursue all avenues with the Processor to resolve any and all claims through the Processor's dispute resolution policies. Therefore, Merchant relinquishes all rights to claim any full or partial amount from FEEBEATERS via any means.
- Merchant agrees to immediately reimburse FEEBEATERS for any financial loss and all costs incurred in recovery of any amounts upon notification by FEEBEATERS of the event of Merchant registering any claim against FEEBEATERS outside of these terms and conditions.
- Merchant understands the PROCESSOR is utilizing reasonable security measures to validate all transactions and that authorization of these transactions by the financial institution upon processing any transaction constitutes that recourse rests solely with the Processor.

## **DISPUTE RESOLUTION PROCESS**

In the event of a dispute between the Merchant and their customers, Merchant will bring the nature and issues of the dispute in a manner prescribed by the Processor; to the Processors attention for resolution.