

PCNO Attestation of Compliance

Acquirer Downstream Participant

Code of Conduct for the Credit and Debit Card Industry in Canada

Introduction

Participants must abide by the *Code of Conduct for the Credit and Debit Card Industry in Canada* (Code) and applicable Market Conduct Obligations (MCO). MCOs include, but are not limited to, the current versions of the FCAC's Guidelines, Supervision Framework, Mandatory Reporting Guide and Compliance Bulletins.

This Attestation of Compliance (AOC) must be completed by all Participants. Participants may include, but are not limited to, Payment Service Providers (PSPs), Independent Sales Organizations (ISOs) and/or other service providers such as terminal leasing firms.

Unless otherwise defined here, all capitalized terms have the meanings given them in the Code and/or MCOs.

Market Conduct Obligations

[Code of Conduct](#)

[FCAC Supervision Framework](#)

[FCAC Guidelines](#)

[Mandatory Reporting Guide](#)

[Compliance Bulletins](#)

Confidentiality

If there is an issue or item that is deemed an instance of non-compliance, your Acquirer will submit relevant details to respective Payment Card Network Operator(s) (Amex Bank of Canada, Discover Financial Services (Canada) Inc., Interac Corp., Mastercard International Incorporated, UnionPay International and Visa Canada Corporation) (each, a PCNO).

Should a PCNO require further information, it will contact your Acquirer.

Instructions

Reporting Period

January 1 to December 31 (inclusive)

The AOC must attest to Participant and its downstream participant Code compliance for the preceding calendar year.

Obligations

Participants are required to:

1. complete an AOC and Schedule A (if applicable) and submit to respective Acquirer(s); and
2. ensure its AOC is signed by an authorized officer of the entity responsible for completing the AOC.

If there are no confirmed instances of non-compliance, Participants are not required to submit supporting documentation and/or evidence of compliance with its AOC, however, Participants are attesting that supporting documentation and/or evidence has been retained and that it will be provided upon request.

Confirmed Non-Compliance

Participants must report any instance of non-compliance. As such, the AOC must include any instance of non-compliance including relevant details within Schedule A and supporting documentation (if applicable).

Section 1. Participant Profile

Downstream Participant Name (Legal Name) & Classification:

Please select the specific entity type:

- | | |
|---|---|
| <input type="checkbox"/> <i>Payment Aggregator</i> | <input type="checkbox"/> <i>Referral Agent</i> |
| <input type="checkbox"/> <i>Payment Facilitator</i> | <input type="checkbox"/> <i>ISO</i> |
| <input type="checkbox"/> <i>Third Party Processor</i> | <input type="checkbox"/> <i>Terminal Provider</i> |

Payment Card Network(s) offered (select all Networks offered):

- | | | |
|--|--|--|
| <input type="checkbox"/> Amex Bank of Canada | <input type="checkbox"/> Interac Corp. | <input type="checkbox"/> UnionPay International |
| <input type="checkbox"/> Discover Financial Services (Canada) Inc. | <input type="checkbox"/> Mastercard International Inc. | <input type="checkbox"/> Visa Canada Corporation |

Participant Compliance Point(s) of Contact for the Code:

Name (s):
Title(s)/Position(s):
Email(s):

Section 2. Participant Policies and Procedures

Participant confirms that Code Policies and Procedures (P&P) are in effect. ☐ Yes ☐ No

If yes, select all P&Ps that apply:

- | | |
|--|---|
| <input type="checkbox"/> Roles & Responsibilities | <input type="checkbox"/> Complaint Handling Process |
| <input type="checkbox"/> Compliance Investigations | <input type="checkbox"/> Express Consent |
| <input type="checkbox"/> Risk Assessments | <input type="checkbox"/> Reporting Obligations |
| <input type="checkbox"/> Pricing Changes and Notifications | <input type="checkbox"/> Monitoring and Controls |
| <input type="checkbox"/> Employee and/or Downstream Participant Training | |

In addition to the above, if yes, select frequency of review:

- | | |
|--|--|
| <input type="checkbox"/> Annually | <input type="checkbox"/> Semi-Annually |
| <input type="checkbox"/> Following Regulatory MCO amendments | <input type="checkbox"/> Other: |

If no, please provide explanation/rationale.

Section 3. Participant Training**Training Completed by Employees**

Participant confirms that Code training (including applicable P&Ps and supporting controls) is in place for all applicable employees that are subject to the Code. ☐ Yes ☐ No

If yes, select training audience: Either select "All Employees" or all other categories that apply:

- | | | |
|---|--|--|
| <input type="checkbox"/> All Employees | <input type="checkbox"/> Client/Account Managers | <input type="checkbox"/> Compliance Staff |
| <input type="checkbox"/> Technology Staff | <input type="checkbox"/> Operational Staff | <input type="checkbox"/> Customer Service Agents |
| <input type="checkbox"/> Frontline Staff | <input type="checkbox"/> Sales Agents | <input type="checkbox"/> Other (e.g. Marketing): |

In addition to the above, if yes, select training frequency:

- | | | |
|-----------------------------------|------------------------------------|--|
| <input type="checkbox"/> Annually | <input type="checkbox"/> New hires | <input type="checkbox"/> As required (e.g. coaching) |
| <input type="checkbox"/> Other: | | |

If no, please provide explanation/rationale.

Training Completed for All Downstream Participants

Participant confirms that Code training (including applicable P&Ps and supporting controls) is provided either by Participant or Downstream Participant. ☐ Yes ☐ No ☐ N/A

If yes, select training audience. Either select "All Third-Party Personnel" or all other categories that apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> All Third-Party Personnel | <input type="checkbox"/> Sales Agents | <input type="checkbox"/> Referral Agents |
| <input type="checkbox"/> Processors | <input type="checkbox"/> Terminal Lease Providers | <input type="checkbox"/> ISOs |
| <input type="checkbox"/> Other: | | |

In addition to the above, if yes, select training frequency (select all that apply):

- | | | |
|-----------------------------------|------------------------------------|--|
| <input type="checkbox"/> Annually | <input type="checkbox"/> New hires | <input type="checkbox"/> As required (e.g. coaching) |
| <input type="checkbox"/> Other: | | |

If no or N/A, please provide explanation/rationale.

Section 4. Participant Code Attestation

Instructions:

If the requirement does not apply to your organization, select 'N/A' and provide rationale under 'Rationale for 'N/A' column. If the requirement does apply to your organization, and your organization is in compliance with the requirement, select the 'Meets Requirement' column.

If any applicable requirement to your organization is not met, select the 'Does Not Meet Requirement' column and provide all relevant details within Schedule A.

Policy Element 1

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) Merchant-acquirer agreements and monthly statements include a sufficient level of detail and are easy to understand.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) All merchant-acquirer agreements include an information summary box and a fee disclosure box. CG-15 Information summary box examples—Credit and debit card code CG-16 Fee disclosure box—Credit and debit card code	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c) All other fees (e.g. monthly minimums, administration fees, etc.) that are charged are disclosed to the merchant.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
d) Merchant statements include the following information:				
i. Effective merchant discount rate for each type of payment card from a payment card network that the merchant accepts;	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
ii. Interchange rates and, if applicable, all other rates charged to the merchants by the acquirer;	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
iii. The number and volume of transactions for each type of payment transaction;	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
iv. The total amount of fees applicable to each rate; and	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
v. Details of each fee and to which payment card network they relate.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 2

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) Merchants receive a minimum of 90 days' notice of any fee increases or the introduction of a new fee related to any credit or debit card transactions.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

CG-7 Ninety days' notice of fee increases or the introduction of a new fee				
b) Merchants receive a minimum of 90 days' notice of any reduction in applicable interchange rates.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c) The notice to merchants describes the nature of the fee change and the change is clearly identifiable on the merchant's subsequent monthly statement.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
d) An updated fee disclosure box reflecting the impact, is provided to a merchant upon written request, following a new fee or fee increase.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 3

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) Merchants are allowed to opt-out of their contracts without penalty, within 90 days of receiving notification of a fee increase or the introduction of a new fee.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) Merchants are allowed to exit their contracts without penalty, within 90 days of receiving notification of a reduction in applicable interchange rates not passed on to merchants.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c) A merchant's right to exit their contract without penalty includes relief from the application of any penalties on all related service contracts (e.g. terminal lessors, third-party processors) brokered by the acquirer and/or its registered agents, processors or other agents.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
CG-10 Increased disclosure and cancellation of contracts without penalty				
d) If a merchant cancels their contract within 90 days of receiving notification of a fee increase or the introduction of a new fee, or a reduction in applicable interchange rates not passed on to the merchants, the merchant is also provided relief from the application of any penalties on all related service contracts (e.g. terminal lessors, third-party processors) brokered by the acquirer and/or its registered agents, processors or other agents.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 4

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
Merchants can choose to accept only credit or debit payments from a network without having to accept both.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 5

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) Merchants are allowed to provide discounts for different methods of payment (e.g. cash, debit card, credit card).	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) Merchants are allowed to provide differential discounts among different payment card networks.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 10

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
If payment card networks introduce new products or services, merchants are not obligated to accept those products or services. Merchants have provided express consent to accept new products or services.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 11

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) Merchants can choose to accept contactless payments at point-of-sale.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) Merchants are not required to upgrade point-of-sale terminals to enable contactless payments.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c) Should fees set by a payment card network in respect of contactless payments made from a mobile wallet or mobile device increase relative to card-based contactless payments, merchants may cancel contactless payments made from a mobile wallet or mobile device at the point-of-sale without disabling other forms of contactless payment acceptance.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
d) Merchants are only required to provide 30 days' notice to their acquirer (or applicable registered agent) to opt out of accepting contactless payments made from a mobile wallet or mobile device.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
e) Merchants that choose to accept contactless payments at the point-of-sale shall be able to cancel the contactless acceptance on their terminal, with thirty days' notice, while maintaining all other aspects of their existing contract without penalty.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 12

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
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a) Merchants can provide notice of non-renewal at any point during the contract or extension period up to ninety days prior to contract expiry.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) Fixed-term contracts will not be automatically renewed for the full initial term but may convert to automatically renewable contract extensions of no longer than six months (except for contracts that have been custom negotiated between the parties with benefit of legal counsel).	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c) Notice of non-renewal also applies to any related service contracts with service providers. In situations where there is a business connection between the participant and the service providers, services are considered related and as a single service package.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Policy Element 13

Requirement	N/A	Rationale for 'N/A'	Meets Requirement	Does Not Meet Requirement
a) An internal complaints handling process has been established and implemented.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b) The complaints handling process adheres to the following standards:				
i. Merchants are provided with a summary of the complaint handling process and it is also prominently posted on our website.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
ii. Receipt of the merchant complaint is acknowledged within five business days.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
iii. All complaints investigated and merchants are provided with substantive response that consists of either: an offer to resolve the complaint or denial of the complaint with reasons.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
iv. Merchants are provided with a final decision within 90 days of receiving the merchant complaint, including:	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
• A summary of the complaint;	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
• The final results of the investigation;	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
• Explanation of the final decision; and	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
• Information on how to further escalate a complaint in the event of an unsatisfactory outcome, along with the complaint handling form.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
v. The merchant is informed of the delay, reason for the delay, and the expected response time if a response cannot be provided within 90 days.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Section 5. General Attestation

The undersigned, duly authorized officer(s) of the Participant, hereby attests that:

- Such duly authorized officer has the authority to bind the participant with their signature below (e.g., officer has been duly elected or appointed by participant's executive leadership).
- All information communicated in this AOC, including any accompanying Schedule A if applicable, is accurate and complete;
- Except as identified and explained in Schedule A, the Participant has been in compliance with the Code and applicable MCOs at all times; and
- Supporting documentation/evidence of compliance has been retained and will be provided upon request.

Participant Name:

Authorized Officer(s) Name(s):

Title:

Email:

Signature:

Date: