

Neo Money Account Agreement

This version of this Account Agreement is effective February 13, 2023, and replaces older versions of this Account Agreement.

This Agreement sets out the terms and conditions of the relationship between us (Concentra Bank) and you (our customer) relating to your Neo Money Account and the services we provide to you through our service provider, Neo Financial Technologies Inc.

By submitting your Application, opening and operating your Account, or using any of the Services, you accept and agree to be bound by the following terms and conditions. You confirm you received our Neo Money Account Disclosure Statement, Rate & Fee Schedule and agree to be bound by the terms of the Documents, including any periodic changes or replacements made by us.

Please ensure you review this Account Agreement and all other related or referenced agreements carefully as they affect your rights and set out certain obligations and expectations on your part. If you have any questions related to the agreements, please contact Neo's Member Support at www.neofinancial.com or 1-855-636-2265.

Please retain a copy of this Account Agreement for your records.

1. Definitions in this Account Agreement

“Account” means your Neo Money Account, a digital personal

bank account earning daily interest on the closing balance;

“Account Agreement” means this Neo Money Account Agreement;

“Account holder” refers collectively to the Primary Account holder and any Joint Account holder;

“Alert Messages” means the automated security alert messages and low balance alert messages, and other opt-in alert messages, that we may send to you securely by regular email to your primary email address, by text (SMS) message to your mobile phone number, or by push notification;

“Application” means the online application you complete and submit through the Neo Platform when you apply for your Account;

“Autodeposit” means an *Interac* e-Transfer® that is automatically deposited to your Account or your recipient’s account without answering a security question;

“Autodeposit Recipient” means a recipient who has registered for Autodeposit at a participating financial institution;

“Bill Pay” means the service accessed through the Neo Platform allowing for payment to payees by electronic transfer of funds from your Account to a payee’s account with other financial institutions;

“Business Day” means a day other than a Saturday, Sunday, federal holiday or publicly-observed holiday in Alberta;

“Concentra”, “Wyth Financial”, “Wyth”, “our”, “we” or “us” means Concentra Bank;

“Disclosure Statement” means the Neo Money Account Disclosure Statement, Rate & Fee Schedule required by law for our deposit products provided to you when you open your Account, found [here](#) on the Website, and on the Neo Platform. The Disclosure Statement shows interest information and fees for Accounts.

“Documents” means the interest, fees, privacy and/or complaint-related disclosure documents you receive(d) electronically when you opened your Account, including those outlined below in the first section under “Consent for Delivery of Electronic Documents” in this Account Agreement and any other documents or notices we may send you from time to time;

“EFT” means electronic funds transfers, including transfers between your Accounts, transfers between your Account(s) and External Linked Accounts, or pre-authorized transactions including pre-authorized debits;

“Electronic Communication” means any communication by telephone, email, text (SMS), push notification, social media, chat, fax, or other method of telecommunication or electronic transmission;

“Electronic Device” means any electronic device that we allow you to use to access the Services (for example, certain personal computers, cellular phones, telephones, smart phones, tablets or other similar devices);

“Electronic Identification” or “Username” is your email address (registered to your profile at time of application) and is used in combination with your password to sign on to the Services;

“Electronic Transaction(s)” means transactions to and from an Account, including deposits and withdrawals, transaction cancellation instructions, transfers (which include *Interac* e-Transfers®, Electronic Funds Transfers (EFTs), Bill Pay and direct deposit), and other transactions with respect to an Account that we may permit through the Services;

“External Account” means a personal deposit account that you hold with another Canadian financial institution;

“External Linked Account(s)” means the external personal deposit account(s) in your name at another Canadian financial institution that is linked to your Account;

“Includes”, “Included” or “Including” means includes or including, as applicable, but not limited to;

“Instrument” means a cheque deposited through Mobile Cheque Deposit, electronic debit or credit or other payment instrument such as *Interac* e-Transfer®;

“Instruction” means an instruction by you that is electronically communicated to us after electronic identification and/or authentication through the Neo Platform or Neo’s Member Support at www.neofinancial.com or by calling 1-855-636-2265;

“Joint Account” means an Account with two Account holders;

“Mastercard” means Mastercard International Incorporated;

“Mobile Cheque Deposit” is the method used for depositing a cheque into your Account remotely using your mobile device;

“Neo” means Neo Financial Technologies, Inc., being our service provider as of the date of this Account Agreement, or any other service provider selected by us in our sole discretion;

“Neo App” means the mobile application, specifically developed by Neo, through which you may sign on to the Services;

“Neo Credit Card” means the credit card issued by ATB Financial under the Neo Financial Mastercard Personal Cardholder Agreement between you, ATB Financial and Neo;

“Neo Money Card” means the prepaid Mastercard issued by Equitable Bank under the Neo Money Card Agreement between you and Equitable Bank, provided to you through Neo and associated with your Account;

“Neo Platform” means the digital banking platform developed by Neo, including the Neo App and Website.

“Neo Website” means the public website developed and hosted by Neo through which you may sign on to the Services, currently neofinancial.com;

“PAD” means a pre-authorized debit, which is a withdrawal from your Account that is carried out by an organization or another

financial institution that has your authorization to do so;

“Primary Account holder” means the person who completes the Application and, with regard to Joint Accounts, the first person listed as Account holder, per our records;

“Request Money” means a request for an *Interac* e-Transfer® in a specified amount sent by a person from a participating financial institution;

“Requestor” means a person who sends a Request Money from a participating financial institution;

“Sender” means a person who instructs a financial institution to send money through an Electronic Transaction;

“Service(s)” means the services provided through the Neo Platform, which can be accessed by an Electronic Device;

“Third Party Service Provider” means a party retained by us, either directly or indirectly, to act on our behalf to provide or to assist us in providing the Services; and

“you”, “your” “client” “customer” or “Account holder” means each holder of an Account.

2. Use of your Account

The Account is an online personal bank account that operates only in Canadian currency.

The Account is intended for personal use only. You agree to operate your Account as a personal account and understand that if we suspect you are using your Account for business or non-personal purposes, we may close your Account.

3. Customer eligibility

To be eligible to open and maintain an Account with us, you must be a Canadian resident with a permanent Canadian address, and you must be at least 18 years of age. Please note that the Services are currently unavailable to residents of the province of Quebec and Quebec residents are not eligible to open an Account.

You must maintain a valid email address as part of your profile with us and notify us of any changes to your email address or any other personal information you have previously provided us. You will advise us of any changes to your province or territory of residence for tax residency purposes without delay. If you are no longer a resident of Canada, we may end this Account Agreement without your permission; and whether or not we end this Account Agreement, you will immediately pay all amounts owing under this Account Agreement free and clear of all foreign taxes and holdbacks and all withholding taxes. During the Application, we will conduct an assessment as required by law to determine if an Account is appropriate for you. If our assessment finds that this Account is not appropriate for you, if you fail to provide us with the information required to conduct the assessment, or if we are unable to conduct the assessment, you will not be eligible to open an Account.

4. Identity verification and Account opening requirements

We are required by federal law to obtain, verify and record information that identifies each person who opens an Account. When you open an Account, you will be asked to provide information to help identify you, including your name, street address, and date of birth. We may also require additional proof of your identity if it cannot be verified through our standard processes. Your Account will become active once we have verified your identity and you have been notified by us that your Account is active.

You agree and consent to us verifying your identity as required or permitted by law and agree to provide any documentation we believe necessary to help in this regard. As such, your new Account will not be opened, no interest payments will be made and no other benefit derived from your new Account will apply until all such requirements are satisfied.

There may be cases where we need or choose to contact third party credit reporting agencies or other third parties to help us identify you. You agree and consent to us verifying information provided by you, whether when opening your Account or through use of your Account, using credit bureaus, credit reporting agencies or other third parties, including, but not limited to, telecommunication and utility providers. You agree to provide any records that may be required for the opening of your Account with us, and its continued operation under federal and/or provincial law, including but not limited to, those necessary under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, including any related regulations and/or guidelines, or such other similar legislation as the case may be. Your Social Insurance Number (SIN) is required to open an account, for tax reporting purposes. In order to assist in verifying your identity and to help prevent errors and fraud, we may also share your SIN with credit reporting agencies. The sharing of your SIN with credit reporting agencies is optional and not a condition of service. You have the option of requesting that your SIN not be used for purposes other than as required by law. Should you fail to satisfy any of our account opening requirements, whether as specified in this Account Agreement or otherwise, we reserve the right to not open your Account.

5. Privacy Policy

By initiating the account opening process with us by submitting an Application, you consent to the collection, use and disclosure of your personal information (including identity, financial, credit, account, application, health, communications, technical and other information, about you that you provide to us or that we obtain from others, including through the services you use) in accordance with our [Privacy Policy](#). The Privacy Policy may be amended or replaced from time to time without advanced notice

to you and we will post the revised Privacy Policy using the link above.

The Privacy Policy forms part of the Account Agreement, and your acceptance of the terms of the Account Agreement indicates that you also agree to the terms of our Privacy Policy. Our Privacy Policy also describes your options to opt out of certain uses of your information. It is important that you review our Privacy Policy carefully prior to opening an Account.

6. Electronic Identification (Username and password)

Once your Account is created, your Username and password will be required anytime you want to access your Account. You are responsible for the safe keeping of your Username and password in the manner required by the Neo Platform Terms and Conditions, and for not sharing either with anyone. Please ensure they are kept private and strictly confidential.

7. Account interest

We pay interest on your Account. We calculate interest on the closing balance of funds held in an Account on a daily basis of 365/366 days. Interest will be paid to you monthly directly to your Account. If you make a transaction on your Neo Money Card, you will continue to earn interest on the balance held in your Account until the transaction has been posted and funds have been paid from your Account.

The rate of interest applicable to the Account is disclosed during the Application and at all times is prominently displayed on the Neo Platform. How the amount of interest to be paid is to be calculated is set out in the Disclosure Statement.

You acknowledge that interest rates and interest calculation methods may change at any time and without prior notice. We will advise you of the new rate and any interest calculation changes through Electronic Communication or by posting it on the Neo Website.

8. Fees

A listing of the fees that may be charged by us in connection with this Account are outlined in the Disclosure Statement. You authorize us to charge any fees incurred by you directly to your Account, and we may debit an Account to collect fees, charges and taxes. If a fee is increased or a new Account fee is introduced, we will provide notice of any such change in writing to you through electronic means, which may include advising you through the Neo Platform or by any other method allowed by law as determined by us, at least 60 days before the change comes into effect.

9. Online Account transaction records

Ongoing account transactions and balances are available online in electronic format and can be accessed directly from the Neo Platform.

You understand and agree that paper copies of your account transactions and balances will not be provided by us.

You agree to review your transaction history carefully and at least once every 30 days to ensure that:

- All transactions and balances are correct;
- All Instruments paid from the Account are valid and duly authorized;
- All amounts charged to your Account are correct;

10. If you notice any errors, omissions, irregularities or discrepancies, you must notify us within 30 days of the transaction record. If you do not, we will consider your Account records to be accurate. You will be bound by this section even if you do not use the Neo Platform to review your Account entries and balances at least once every 30 days.

If we mistakenly credit an amount to your Account, we can correct that error at any time.

You must tell us immediately, by contacting Neo's Member

Support at www.neofinancial.com or by calling 1-855-636-2265, if there is any suspicious, unusual, actual or suspected fraudulent or other unauthorized use of your Accounts or the Services, including if any unauthorized person has had, or may have had, access to any of the Services.

11. Joint Accounts

Joint Accounts may only be held by spouses or common-law partners.

Each Account holder, and any of their legal representatives, has full access to and may conduct transactions on the Joint Account. We will process transactions initiated by, and act on instructions given by, one Account holder, and may communicate with any one Account holder about Joint Account matters, without additional authorization by the other Account holder. Both Joint Account holders are responsible, both individually and jointly, for all obligations arising from this Account Agreement and use of the Joint Account. Documents provided to one Joint Account holder will be binding on the other Joint Account holder. You acknowledge that both Account holders of a Joint Account may have access to information about the Account, including tax reporting information and, if applicable, information about the Account prior to it becoming a Joint Account.

If an Account holder dies, and that Account holder is not at the time of death a resident of the province of Quebec, any positive balance in the Joint Account may be withdrawn by the surviving Account holder. You hereby assign any balance of your Joint Account(s) to the surviving Account holder in the event of your death (subject to any provision in this Account Agreement).

Where the deceased Account holder is, at the time of death, a resident of the province of Quebec, the Joint Account may be frozen by us and any positive balance will be settled in accordance with the estate of the deceased Account holder.

The request by any Account holder to leave or close the Account will be treated by us as a request to close the Account. We may also treat the death of an Account holder as a request to close the Account. This is subject to any other provisions set out in this Account Agreement and anything else we may require from time to time.

12. **Deposits into your Account**

Customers may deposit money into their Account by Electronic Funds Transfer, *Interac* e-Transfer® or, if offered by us at the applicable time, Mobile Cheque Deposit, each as more particularly described below, or in any other manner offered by us at the time of deposit. Customers may also receive deposits that are initiated by third parties to their Account through direct deposit. All deposits are subject to verification of the source of funds and to our policies on the acceptance of deposits. We may change those policies from time to time without notice to you. We may refuse to accept any deposit to your Account in our sole discretion. Electronic Transactions that are deposited to your Accounts after 6:00pm EST/EDT may be processed the following day.

We will not accept the following methods for deposit:

- Cash, bank drafts, or paper cheques in the mail
- Traveller's cheques
- Cheques payable in U.S. dollars or other foreign currencies
- Wire transfer deposits

13. We will not be responsible for funds lost in transit or in standard mail.

We, in our sole discretion, may deem a deposit or withdrawal to be fraudulent or counterfeit. If this occurs, the transaction request will not be processed and, as applicable, funds will not be returned to you and interest will not be payable to you on these funds.

14. Mobile Cheque Deposit

- *Summary*
- We may offer Mobile Cheque Deposit services. Through the Mobile Cheque Deposit feature, you can deposit cheques to your Account without sending in the physical cheque. You take a picture of the front and back of the cheque with your smartphone and send the image to us using the Neo App.*Agent*
- You acknowledge and agree that when you create an image using Mobile Cheque Deposit, you are acting as our agent for the purpose of creating the image, and that any image that you create in this way will be treated for legal purposes just as if we had created the image itself. We appoint you as our agent to act on our behalf in the creation and transmission of images to us. You may not further delegate the role as agent.*Download requirement*
- To use Mobile Cheque Deposit you need to first download the Neo App onto your mobile device. We are not responsible for any third party hardware or software or expenses you may incur to use Mobile Cheque Deposit. Any such hardware or software is accepted by you as is and is subject to the terms and conditions of use you enter into directly with the third party provider at time of download and/or installation.*Cheque parameters and eligible items*
- You agree to the following whenever you deposit a cheque:
 - Only paper cheques that are made payable to an Account holder can be deposited. Items payable to someone else and endorsed to you will not be accepted;
 - Each cheque must be in the standard format approved by Payments Canada. The date, drawee institution, payee, amount in words and figures,

signature of the Payor and magnetic ink character recognition information must be clearly legible;

- Each image captured through Mobile Cheque Deposit must be a picture of the original paper cheque, front and back, and not of a photocopy, PDF or printout;
 - Cheques must not be post-dated or dated more than 6 months prior to the date of deposit;
 - Any cheque used in a request to link an External Account must be drawn on a personal deposit account from a Canadian financial institution and payable in Canadian dollars;
 - The cheque has not already been deposited by any means whatsoever.
- We reserve the right to reject a cheque for deposit if it or the image does not meet any of the above requirements.*Duplicate deposits*
 - After you have deposited a cheque through Mobile Cheque Deposit, you must not deposit or attempt to deposit (either physically or electronically) or cash the same cheque anywhere else. The same cheque may not be deposited through any other remote cheque deposit service or transferred to any other person or company. You must also not use Mobile Cheque Deposit to deposit or attempt to deposit any cheque that you have already deposited remotely using any other remote cheque deposit service. You will be liable for any returned cheque charges if you breach any of these provisions (whether intentionally or inadvertently) and as a result a cheque is returned to us. These charges may be debited from any of your accounts with us.*Alterations*

- You may not alter or cover up anything on either the front or back of a cheque to be submitted for remote deposit using Mobile Cheque Deposit. *Destruction of paper cheque*
- After you have deposited a cheque remotely using Mobile Cheque Deposit, do not send us the paper cheque. You must keep the paper cheque in a safe and secure place for 14 days, after which it must be torn up, shredded, or otherwise permanently destroyed. You agree to follow any other procedure and instructions for use of Mobile Cheque Deposit as we may establish from time to time. Any cheque that has been mailed to us and is rejected for deposit that does not meet one or more of the requirements identified in the “Cheque Parameters and Eligible Items” section above will be destroyed. *Representations and warranties*
- With each use of the Mobile Cheque Deposit feature, you represent and warrant to us:
 - You will only transmit eligible items;
 - Each image is an accurate image of an original paper cheque and not of a photocopy, PDF, or printout of an electronic copy;
 - The cheque has not been altered or defaced in any way, including but not limited to raising the amount or changing the payee, either physically or electronically;
 - You have not already deposited or attempted to deposit or cashed the cheque anywhere else or by any other means;
 - You will not re-deposit or re-present the original item; and
 - You have not created any images or copies of the cheque other than the image submitted through

Mobile Cheque Deposit or if you have done so, you have deleted or destroyed the other image or copy.

- *Availability of funds/limits*
- The day we receive the image through Mobile Cheque Deposit will be deemed the day of deposit, as long as your deposit is submitted before the time outlined below. Funds will be credited to your Account immediately upon receipt of the image. Availability and access to funds will be subject to our Hold Policy in the Disclosure Statement.

We may establish limits on the dollar amount of items, number of items which can be deposited and/or the maximum balance held per customer. These limits may change from time to time without prior notice to you. If you attempt a transaction that is in excess of these limits, we may reject the transaction. Please refer to our Disclosure Statement for further information on deposit limits.

Deposits made after 6:00pm EST/EDT will have a transaction date of the next day and will be processed on the next day.*Errors in transmission*

- By using Mobile Cheque Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. You acknowledge we have no liability to you or others for any such intercepted or misdirected item or information disclosed through such errors.*Indemnification*
- You agree to indemnify us for any losses or liabilities we may suffer or incur as a result of your use of Mobile Cheque Deposit. You acknowledge that we will not be liable for any losses or liabilities that you may suffer as a result of your use of these features, including if the feature is not available for any reason.*Termination*
- We may terminate your access to Mobile Cheque Deposit at any time and for any reason including if you breach any

term of the Account Agreement, if you use Mobile Cheque Deposit for any unauthorized or illegal purposes or you use Mobile Cheque Deposit in a manner inconsistent with any procedures or instructions. In the event we terminate your access to Mobile Cheque Deposit, the Account Agreement will continue to apply.*Receipt of items*

- We reserve the right to reject any item transmitted through Mobile Cheque Deposit or mailed in to us, at our discretion. An item may be returned to us by the paying financial institution because, among other reasons, the paying financial institution determines that the item cannot be processed, is illegible, or is otherwise unacceptable. We are not responsible for items we do not receive or for images that are corrupted or not fully received during transmission. We may charge back to your Account at any time, any item that we subsequently determine was not eligible for deposit. If the deposit amount does not match the amount of the image we may adjust your Account to reflect the amount on the image received. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our charge back or adjustment.*Cooperation with investigations*

- You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, Including by providing, upon request and without further cost to us, any originals or copies of items deposited through Mobile Cheque Deposit in your possession and your records relating to such items and transmissions.*Further obligations*

15. You agree to take full responsibility for your Electronic Device and anybody using it. Please review the Neo Platform Terms and Conditions in its entirety. You agree to comply with any further

obligations that may be required in order to ensure that Mobile Cheque Deposit functions correctly and efficiently. We may at any time suspend, terminate or discontinue the Mobile Cheque Deposit feature, at our own discretion, without notice to you.

16. Electronic Transactions

You are responsible for ensuring that there are sufficient funds in your Account required to cover any Electronic Transactions you may initiate. You will be accountable for any transaction that is not processed due to insufficient funds.

Electronic Transaction requests may be made through the Neo Platform, and by other methods made possible by us, from time to time.

EFTs initiated by you via the Neo Platform between your Account and your External Linked Account will be processed upon your request to or from your External Linked Accounts.

It typically takes one to two Business Days for funds to arrive in your Account or to your External Linked Account after the EFT request is made. Funds transfer arrival dates are not promised or guaranteed. Note that even after funds have arrived in your Account they may be subject to a hold period. Please see the 'Holds on Your Account' section below for further information.

In cases where EFTs cannot be processed with an External Account, the transaction request will be reversed.

You may arrange for direct deposits from a third party (such as an employer or the government) by providing such third party with your Account information, which can be downloaded via the Neo Platform. You must arrange for the setup and/or cancellation of direct deposits directly with the third party offering this service. We may establish dollar amount, transaction, account balance or other account-related limits per customer. These limits may change at any time and without prior notice to you. If you attempt a transaction that is in excess of these limits, we may reject the

transaction. Please refer to our [Disclosure Statement](#) for further information on dollar amount, transaction, account balance or other account-related limits for various transactions.

17. **External Linked Accounts**

You may link more than one External Account to your Account, subject to certain limits set out in the [Disclosure Statement](#).

Other than the initial (or first) External Linked Account that may be initiated through the Application, all subsequent External Linked Accounts may be set up via the Neo Platform.

External Linked Accounts can be linked to your Account by logging into the Neo Platform and following the instructions we provide on linking an External Linked Account, or by contacting Neo's Member Support at www.neofinancial.com or 1-855-636-2265.

You are solely responsible for ensuring that linking an External Linked Account is permitted by the financial institution at which you hold the External Linked Account. A new External Linked Account will be activated upon verification that you have authorized access to the External Account.

We, in our sole discretion, may refuse to process your request for an External Linked Account or may require you to send us a void cheque in order to complete a request to link an External Account. We also may, in our sole discretion, unlink a Linked Account if we become aware or have reason to believe that the External Linked Account does not belong to the Account holder.

18. **Interac Services**

- *Interac e-Transfer*®
- *Interac e-Transfer*® services can be used to send money electronically from your Account to a recipient who has a bank account at any Canadian financial institution. To send an *Interac e-Transfer*® via the Neo App you must provide the email address or mobile phone number of the recipient,

the amount to be sent, and a security question and answer needed by the recipient to authenticate the funds transfer. In order for the recipient to receive the *Interac* e-Transfer® they must correctly answer the security question. Only the instructions for retrieving the money are transferred by email or text; the funds are transferred directly between accounts or financial institutions. As the originator of the *Interac* e-Transfer®, you agree that it is your responsibility to:

- provide the accurate email address or mobile phone number of the recipient, which you must keep updated;
 - use an effective security question and answer that is only known by you and the recipient;
 - keep the answer to all security questions confidential and only disclose them to the recipient of the transfer, and not use email or any optional message that may accompany the transfer to send the recipient the answer to the security question.
- You agree and understand that we are obligated to pay the transfer to anyone who claims it, providing they are able to correctly answer the security question even if the person was not the intended recipient of the transfer.

If you are the recipient of a transfer, you agree to keep the answer to the security question confidential and disclose it only as required to claim the *Interac* e-Transfer®.

We and Neo will not be liable for any losses as a result of the sender or recipient's misuse of, or improper communication or disclosure of, the answer to a security question.

When you initiate an *Interac* e-Transfer®, we will immediately withdraw the amount of the transfer from your

Account and within 30 minutes the recipient is notified of the transaction. We will hold the transfer amount until we are advised that the recipient has claimed or declined the transfer, or you advise to stop the payment on the transfer, whichever occurs first.

The recipient has 30 days from the date the transfer was initiated to claim the funds. After 30 days the transfer will expire and, if unclaimed, the money will be deposited back into your Account (minus any applicable charges).

Transfers can only be made in Canadian dollars.

You give us, and our clearing agents (including Central 1), your consent and the right to provide the *Interac* e-Transfer®, and that your personal information may be provided to, collected by, used by or disclosed by our clearing agents and *Interac* Corp. in connection with your use of this service. *Autodeposit*

- *Autodeposit* is an *Interac* e-Transfer® feature that allows you to register to have *Interac* e-Transfers® automatically deposited to your Account or your recipient's account without answering a security question.

If you have registered your email address or Canadian mobile telephone number for *Autodeposit* to your Account, any *Interac* e-Transfer® *Autodeposit* sent to you will be deposited into your Account automatically without further action from you.

When you send an *Interac* e-Transfer® to an *Autodeposit* Recipient, you are responsible for providing a correct and functional email address or Canadian mobile telephone number and the amount to be sent. If the email address or Canadian mobile telephone number entered is registered for *Autodeposit* the amount will be automatically deposited into the *Autodeposit* Recipient's account. Once sent, you

cannot stop, cancel or recall the transaction. If the email address or Canadian mobile telephone number is not registered for Autodeposit you will need to enter a security question (see section above: *Interac e-Transfer*®).

You agree that you are responsible for providing the Autodeposit Recipient's correct and functional email address or Canadian mobile phone number and that you have permission to use them. You agree that we are not responsible to verify the accuracy of the information you provide to us, and that we may rely solely on the information provided by you to effect the transaction. We and Neo will not be liable for any losses resulting from your failure to provide accurate information.

If the *Interac e-Transfer*® amount cannot be deposited into the Autodeposit Recipient's account, the funds will be re-deposited into your Account.

We may decline to fulfill an Autodeposit without liability at any time before the *Interac e-Transfer*® amount has been deposited if we have reason to believe you, the Sender or the Autodeposit Recipient is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred or in the event of a breach of this Account

Agreement.*Request Money*

19. Request Money is an *Interac e-Transfer*® feature that allows you to accept or decline a request for money.

When you receive a Request Money, you will receive an email, text message or other message at the email address or Canadian mobile telephone number the Sender provided.

When you accept the Request Money, we will immediately withdraw the amount specified in the Request Money from your Account and that amount will be automatically deposited into the Requestor's designated account without the need for a security

question and answer. You agree that you are responsible for verifying that the Requestor is your intended recipient before accepting the Request Money, and that we and Neo will not be liable for any losses resulting from your failure to do so. If you do not accept or decline the Request Money, it will expire within the number of days specified in the Request Money.

We may decline to fulfill a Request Money you have accepted without liability at any time before the amount has been deposited if we have reason to believe the Requestor is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred or in the event of a breach of this Account Agreement.

20. **Bill Pay**

You may use your Account to make bill payments through the Bill Pay service, through the Neo Platform.

You acknowledge and agree that:

- bill payments made through the Neo Platform are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
- it is your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- we and Neo will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
- if you have made or received a bill payment in error, we may, but are not obliged to, assist you by initiating or processing a “Bill Payment Error Correction Debit”, as

defined under the Rules, and if so initiated, you agree to indemnify us for any direct loss, costs, or damages incurred, and will pay to us any reasonable service charges or fees related to the provision of the service; and

- if we initiate or process a Bill Payment Error Correction Debit affecting your Account or affairs, and if we did so without gross negligence or intent to cause loss or harm, we shall be held harmless for any and all loss, costs, or damages suffered or incurred by you, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

21. You give us, and to our clearing agents (including Central 1), your consent and the right to provide the Bill Pay services, and that your personal information may be provided to, collected by, used by or disclosed by clearing agents in connection with your use of the Bill Pay service.

22. **Overdraft**

We do not offer overdraft protection on the Account. However, if you have an open and active Neo Credit Card in addition to the Account, you may be entitled to an overdraft-like function on your Neo Credit Card in accordance with the terms of the Neo Financial Mastercard Personal Cardholder Agreement.

23. **Scheduled and recurring transfers to/from External Linked Accounts**

If permitted by us, scheduled and recurring transfers can be made from your External Linked Account(s) to your Account and, from your Account to your External Linked Account(s). By initiating a scheduled or recurring transfer, you authorize us and your other financial institution(s) to transfer funds from your External Linked Account(s) to your Account and, if permitted by us, from your Account to your External Linked Account(s) according to your Instructions. Changes to your payment

schedule can be made at any time based on your direction. Timing of the changes may not be guaranteed depending on when the changes were made.

24. Transfers between Neo Accounts

You may through the Neo Platform send money electronically from your Account to another Neo account (“Neo Transfer”). Instructions for retrieving the money transferred may be communicated through the Neo Platform, by email or by text; the funds are transferred directly between the accounts.

You agree and understand that:

- We are obligated to pay the Neo Transfer to anyone who claims it, providing they are able to correctly verify using security protocols in place, even if the person was not the intended recipient of the Neo Transfer.
- We will not be liable for any losses as a result of the sender or recipient’s misuse of, or improper communication or disclosure of, the answer to the security protocol.
- When you initiate a Neo Transfer, we will immediately withdraw the amount of the transfer from your Account and credit the recipient’s account.

25. Neo Transfers can only be made in Canadian dollars.

26. Holds on your Account

When you deposit funds into your Account by EFT, Mobile Cheque Deposit or External Linked Account, we may place a hold on all or a portion of your deposit until we have verified that the funds will be available from the other financial institution to cover the deposit.

Although the deposit will be reflected in your Account balance immediately, your ability to access the entire amount of your deposit will be limited until the hold period has expired. You will be unable to transact using funds that are being held. The time period for holds against your deposits may be up to eight

Business Days, and depends on the amount and nature of the deposit.

There may be circumstances where the hold period is extended in our sole discretion. For more detail on this and for information on cheque returns, please refer to our Hold Policy in the [Disclosure Statement](#).

We will also place a hold on your funds for Neo Money Card transactions, as described in the “Neo Money Card” section below.

27. Account holder access

We will accept instructions for the Account directly from an Account holder only. We are not obligated to recognize anyone other than an Account holder as having any interest in an Account nor are we required to grant another person access to the Account unless third party access has been expressly authorized by you and we have consented to such access.

However, we may act in accordance with instructions from your legal representative(s) (such as a Power of Attorney or Executor), if such person demonstrates legal authority to act on your behalf.

Third party access allows another person (i.e. your legal representative) to provide us with instructions related to your Account which we will in turn act upon. Third party access is given to customers who need assistance with managing their Accounts, or are physically unable to access their Accounts. In order to allow a third party to access your Account(s), you will need to provide the appropriate authorization.

In the event that we are served with a court order which directs us to place a hold on funds in, or to be deposited in, an Account, or which otherwise extends to or deals with such funds or the Account, notwithstanding anything to the contrary contained herein, we may take any or all steps we deem necessary to

lawfully comply with the court order and, in doing so, will in no way be liable to you.

28. Clearing, settlement and payment

We may make available services such as EFT, *Interac* e-Transfer®, payment features or Mobile Cheque Deposit tools which are used for payment, clearing, collection, receiving, or otherwise through Third Party Service Providers. We will not be responsible should any errors occur during the performance of these third party services nor will we be responsible for any loss, theft, destruction or delay in delivery of any instrument while in process or in the possession of another bank or third party. If instruments for payments presented on your behalf by us or a third party to another financial institution are refused, or if the other financial institution does not provide payment, you will remain responsible to us for the amount of the instrument deposited with us.

29. Rights of set-off

We have the right under the law (called “Set-Off”) and under this Account Agreement to use funds in your Account(s) to pay any outstanding debts or other obligations you owe to us, such as a withdrawal resulting in a dishonored payment. You understand and agree to allow us to use some or all of the money in your Account to pay any debts that you owe us without prior notice to you.

30. Closing your Account

You may choose to close your Account at any time and at no cost. Items presented for payment after the Account is closed may be dishonored. You are responsible for transactions you arranged, including those that arrive after your Account is closed. By closing your Account, you forfeit any deposits that would have occurred had you not closed your Account. This includes any promotional offers and may include funds returned

as the result of an unsuccessful or returned transfer or payment. We will make reasonable efforts to contact you to arrange payment to you of funds returned following an unsuccessful transaction, however we reserve the right to send to the Bank of Canada, any funds so returned, despite our reasonable efforts. In the event your Account is closed and there is a balance, we may, at our option, send by EFT to any one of your External Linked Accounts or by cheque mailed to the address we have on file for you, that amount, less any outstanding debts or other obligations you owe us, according to our rights of Set-Off described above. Closing your Account does not release you from any debt obligation to us.

31. Suspension or termination of Account or Services

You acknowledge that we may, in our sole discretion, suspend or terminate your Account, or your access to your Account. In the event your Account is suspended or terminated, or your access to your Account is suspended or terminated, we will notify you in writing to the email address we have on file for your Account. In situations where we have closed your Account, any balance remaining in your Account will be paid to you less any outstanding debts or other obligations you owe us, according to our rights of Set-Off described above. We will not be liable for any dishonored payments after your Account is closed. We will make reasonable efforts to contact you to arrange payment to you of any funds returned following an unsuccessful or returned transfer or payment after your Account has been closed, however we reserve the right to send to the Bank of Canada, any funds so returned, despite our reasonable efforts. Upon your death or incapacity, we are authorized to take steps or restrict transactions to the Account which we deem prudent or advisable. Upon receipt of the proper and required legal documents following your death or incapacity, we will transfer the

balance of your funds to your legal representative and close your Account. In all cases, you (or your estate) will continue to remain responsible for any transaction on the Account. Your estate representative will have the same rights, responsibilities and obligations under this Account Agreement as you, the account holder, unless we determine otherwise.

There are no fees or associated costs for terminating your Neo Platform services.

32. Dormant Accounts

If there have been no transactions in your Account for 2 years or attempts to communicate with you for 2 years regarding your Accounts have been unsuccessful, then we will designate your Account(s) as inactive. We will attempt to contact you after 2 years, 5 years, and 9 years of Account inactivity. Service fees may be charged on Accounts which are inactive or abandoned. If there are insufficient funds in your Account to cover the service fees we are owed, we may close the Account without notice to you. Canadian dollar accounts which are abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada. You may reclaim those deposits by filing a claim with the Bank of Canada.

33. Changes to this Account Agreement

We may propose to change, either permanently or temporarily, any term of this Account Agreement (including fees, charges or other amounts required to be paid by you under this Account Agreement) or replace this Account Agreement with another agreement, at any time. We will provide notice of any such change in writing to you through electronic means, which may include advising you through the Neo Platform or by any other method allowed by law as determined by us, at least 30 days before the change is stated to come into effect. You may refuse

the change by terminating this Account Agreement and closing your account without cost, penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change. You can obtain a copy of the current Account Agreement by visiting the Neo Website.

You acknowledge that we may, from time to time, make special offers or promotions available to some or all of our customers with or without notice. You acknowledge that we reserve the right to amend, withdraw, suspend or terminate such special offers or promotions in our sole discretion without notice.

You can obtain a copy of the current version of this Account Agreement on www.neofinancial.com or by contacting Neo's Member Support at 1-855-636-2265.

34. Information requests

If you ask us for Documents or other information relating to your Account, or the Services, then we will provide you with copies of the Documents and information that we are required by law to provide. We may grant your request for copies of additional documents or information that we are not required by law to provide. We will not provide copies of documents or information when prohibited by law. We may require you to pay a fee, determined by us, before providing any Documents or information, at the rates outlined in the Disclosure Statement.

From time to time we may have to respond to requests or demands from third parties seeking documents or other information relating to your Account. You will pay our costs of complying with court orders, warrants, summons to witnesses, subpoenas, or statutory demands, or responding to any legal proceeding in which we are asked to provide copies of your financial information or records. The costs we may charge include reasonable legal fees, service provider fees, fees for clerical time and copy charges.

35. Conflict of terms

If there is any conflict or inconsistency between the terms of the Account Agreement and the terms in any other agreement between you and us, the terms of this Account Agreement will prevail and the parties shall take any necessary steps to conform the inconsistent terms to the terms of the Account Agreement.

36. Limitation of liability

You understand and agree that, except as stated otherwise in this Account Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Account Agreement. We will not be liable to you for any other direct damages.

We will not under any circumstances be liable to you for any other damages, including indirect, incidental, special, general, punitive or consequential damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Account Agreement or the services provided to you, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of us, our affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in tort, statute or any other doctrine of law. Gross negligence in this section means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

You agree that Neo is entitled to the same protections from liability, and limitations of liability, as we have in this section.

37. Indemnity

You, your heirs, and your estate representatives indemnify and save harmless us and each of our directors, officers, custodians, agents, and employees from and against all liabilities of any nature whatsoever (Including all expenses reasonably incurred in the defense thereof) that may at any time be incurred by any of us, or be brought against us by any person, regulatory authority, or government authority, and that may in any way arise out of or be connected in any with this Account Agreement. If we are entitled to and make any claim under this indemnity, we may pay the claim from your Account. If there are not sufficient funds in your Account, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with us or any affiliate, Including joint accounts, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

You agree that Neo is entitled to the same rights of indemnity from you as we have in this section.

38. Liability for forgeries

In addition to the above, you acknowledge that we will not, under any circumstance, be liable to you for any loss, even if we are notified within the time periods required by this Account Agreement (under 'Online Account transaction records'), arising from:

- a forged or unauthorized endorsement, impersonation or any material alteration of an instrument; or
- Instructions we act on; unless you have established to our satisfaction that you are not responsible for the disputed item and that you took all reasonable steps to prevent the forgery or impersonation and the resulting loss, and that despite that fact, the loss was unavoidable.

39. You agree to cooperate fully with us in any investigation that may be required, including any police investigation. Any liability that we may agree to will be limited by a maximum liability equal to the amount of the disputed item and rules established by Payments Canada in effect at the time applicable to the forgery or material alteration including a 90 day limitation on disputes arising from material alterations.

40. **We may recover our costs and legal fees**

You will pay us and Neo for any costs incurred to recover amounts owed to us or Neo. These costs include legal fees on a solicitor and own client basis as well as reasonable counsel fees charged by our legal department.

41. **How to serve documents on us**

Service on us of notices, demands or legal documents must be made at 333 – 3rd Avenue North, Saskatoon, Saskatchewan, S7K 2M2.

42. **Our records are binding on you**

In the absence of evidence to the contrary, our records are conclusive and binding on you for all purposes, and will be admissible in any legal, administrative or other proceeding as if such records were original written documents. Our records will be conclusive proof of the information contained in such records, including information relating to transactions on your Accounts, any instructions or notices given by you or by us, your use of any services, and the contents of any envelope mailed by you to us.

43. **Assignment of this account agreement**

This Account Agreement is binding on us and our successors and assigns. We may assign your Account, services, and this Account Agreement to any person without your consent. This Account Agreement is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators.

You must obtain our written consent to assign this Account Agreement and any Account or service to another person.

44. Pay into court

If there is a dispute or any uncertainty about who is entitled to the money in an Account, who is able to provide instructions on an Account (Including due to your alleged or actual incapacity or any marriage/common-law partnership breakdown), or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to court for directions or to pay the money in the Account into court and be fully discharged. In either case, you will pay us any legal and other costs we incur.

45. Jurisdiction

This Account Agreement, the Services, and the operation of the Account will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada. You hereby submit to and are bound by those laws and the courts of Saskatchewan.

46. Payments Canada rules

The mandate of Payments Canada is to establish, operate, and maintain systems for the clearing and settlement of payments among member financial institutions on behalf of their customers — individuals, businesses, and governments. Please see the summarized Payments Canada rules below for information on your rights and responsibilities. These are not intended to replace the wording from the underlying Payments Canada rules.

- *Your authorization*
- By linking an External Linked Account in accordance with this Account Agreement, you agree that this authorization is provided for the benefit of your other financial institution(s) and you authorize us to process Funds Transfer requests against your Account according to the Payments Canada rules.

You agree that this authorization is provided for our benefit and for the benefit of the other designated financial institution(s). You also agree that this authorization is provided in consideration of us agreeing to process debits against your designated External Linked Account(s) in accordance with this Account Agreement.

This authorization has no bearing on any other agreement or service you have with us; it only applies to the method of payment. The financial institution(s) at which you maintain your External Linked Account(s) is (are) not required to verify that the debit transactions are drawn in accordance with this authorization.

Changes to your External Linked Account information should be communicated to us before any electronic funds transfer requests are made. You may cancel this authorization at any time by providing notice to us. We require three days to process your cancellation request. The cancellation of this authorization does not terminate any other agreement you may have with us.

You acknowledge that your use of your Electronic Identification (Username and password) establishes authorization for us to process debits to your Account(s) as requested. *Pre-authorized debits (PAD)*

- Your initial request and all such subsequent requests to have money transferred to and/or from your Account to that of another financial institution constitutes an EFT Pre-Authorized Debit (“PAD”). All EFTs are customer-initiated Pre-Authorized Debits where money is moved by the same customer from the account of one financial institution to the account of another financial institution. We will process an EFT and move funds only at the customer’s initiation and request and as per the

customer's instructions, including amount, frequency, etc. The timing and amount of EFTs will vary according to the instructions received from you. To arrange an EFT, you may log into our Neo Platform services and authorize an electronic funds transfer online. It is your responsibility to either provide us with, or enter online, the correct information in order to process your EFT. We will process such transactions in accordance with the Rules of the Canadian Payments Association and these Account Terms. For an overview of your rights and responsibilities with respect to PADs, please visit Payments Canada at payments.ca. *Cancellation*

- You may revoke your authorization or cancel a PAD at any time by providing us notice at least 10 days prior to your next scheduled PAD. You agree that your cancellation of the PAD Agreement will take effect upon receipt and confirmation by us. You acknowledge that you have the ability to instruct us to make changes to any PAD arrangements you make with us at any time. You may obtain a sample cancellation form or further information on your right to cancel a PAD Agreement from us or by visiting Payments Canada at payments.ca. *Notices of change*
- You agree to inform us of any change in the External Account information prior to any requests being made for the transfer of funds. This pertains specifically to your External Account(s) which you hold with your other financial institution(s) where you previously provided your authorization to us, to draw funds from those accounts by providing us with the linking information. *Contact information*
- Neo Financial
Toll Free Phone: 1-855-636-2265

Email: support@neofinancial.com

Website: www.neofinancial.com *Pre-notification*

- You have waived your right to receive pre-notification of the amount of the PAD and agreed that you do not require advance notice of the amount of PADs before the debit is processed. You understand that you will not be receiving any notice from us that includes the amount that will be debited or the due dates of the debit transactions. *Confirmation*
- You confirm that the information provided by you is accurate and that you have authorized us to act based on your Instructions and to process your transfer requests. *Recourse reimbursement*
- You have certain recourse rights if any debit does not comply with this Account Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit payments.ca.

EXCEPTION: Please note that for a transfer PAD, being a debit authorized by the customer wherein funds are moved among the customer's accounts held at different financial institutions, the recourse rights noted above through Payments Canada are not applicable. However, if a discrepancy should occur in a transfer PAD initiated by you through us, please contact Neo's Member Support at www.neofinancial.com or 1-855-636-2265 and we will assist in clarifying the matter. *Third party pre-authorized debits*

47. PAD agreements with third parties should and must be established by you. All the necessary and accurate information must be provided to the third party directly in order to establish and enter into the PAD agreement with them. All PAD agreements that you enter into with a third party must follow the

rules outlined by Payments Canada.

It is your responsibility to advise the third party of any Account changes and if you wish to cancel a PAD.

You will be held responsible should any charges be incurred if debits cannot be processed due to insufficient funds or for any other reasons.

We are not responsible should a third party fail to act upon PAD instructions provided by you.

It is highly recommended that you regularly examine your Account transactions and deal with any discrepancies or concerns regarding any PAD within the time periods specified in the PAD Rules established by Payments Canada.

For further information on your rights and responsibilities regarding such third party pre-authorized debit transactions, please refer to the Payments Canada website at payments.ca.

48. **Consent for delivery of electronic documents**

The following terms and conditions apply to the electronic delivery of Documents to you relating to your Account.

- *Giving your consent*
- You consent to the electronic delivery of Documents and other information through the Neo Platform, email, or SMS/text message. Documents Include:
 - The Disclosure Statement Included with the Application;
 - Notifications containing legal disclosures or documents, Including the disclosure requirements prescribed by the Bank Act, all provincial and federal Securities, Privacy and Tax statutes and regulations and all Voluntary Codes of Conduct and Public Commitments applicable to the financial industry;

- Changes to any interest rate(s), fee(s), and any other items mentioned in the Documents we send you for new Accounts or other products or services;
 - Changes/Amendments to the Account Agreement, products or services;
 - Communications about the terms and conditions of this consent, Including changes and confirmations; and
 - Any other confirmation, notice or information that we are required by law to provide you in writing relating to your Account.
- *When your consent takes effect*
 - This Consent applies to your Account and shall take effect as soon as you open your Account.*Electronic delivery of Documents*
 - When we deliver a Document electronically, we will do so by making it available to you through the Neo Platform after you have been identified electronically through our Neo Platform. We will send you Alert Messages, notifications or other communications by email, SMS/text message or push notification, Including:
 - Alerts and requests for information in relation to identity theft and other fraud or security-related activities;
 - Requests for information that may be required in connection with our obligations under anti-money laundering rules, know your client rules or other legal obligations;
 - Communications that deliver information on collections;
 - Communications arising from all manner of legal actions, causes of action, complaints, claims,

applications to administrative tribunals, legal demands or otherwise;

- Notifications of corporate actions that require your attention;
 - Alerts providing you with reminders, low balance notifications, or Account-related instructions; and
 - Other Account-related alerts requested by you from alerts we offer you.
- You agree that receipt of these notifications, alerts and other communications by email, SMS/text message, or push notification as determined by us is a mandatory and integral part of your Account. Please refer to the Neo Platform Terms and Conditions for more information on Alert Messages and Electronic Communications. Please note that standard wireless carrier messages and data rates may apply.*Retention period*
 - Your transaction history is available for download through the Neo Platform only. Your transaction history is available for seven years after the end of the period to which they relate by contacting Neo's Member Support at www.neofinancial.com or by calling 1-855-636-2265. We will keep a copy of all other Documents provided to you for the entire time you maintain your Account with us and for a minimum period of five years after you cease to maintain your Account with us.*Your obligations*
 - You agree to review the Documents we send you electronically within 30 days of receipt. You confirm that you have the necessary technical ability and resources to do this. You also acknowledge that technical and security requirements for access to the Website and Services or your email (or for viewing the Documents themselves) may change from time to time. You also confirm that you will

notify us immediately of any changes to your contact information (Including email address).*Revoking consent*

- You may revoke your consent for electronic delivery of Documents for your Account only by closing your Account. We reserve the right to provide you with Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the Document, or if we, in our sole discretion, otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your Account.*Changing this consent*
- We may change the terms and conditions of this consent from time to time by providing you with notice of change through the Mailbox or by posting a notice on the Website. You agree that your subsequent use of the Services means you agree to and accept the revised terms and conditions.*Joint Accounts*
- If this is a Joint Account, you confirm that you have the approval and authority of your Joint Account holder(s) to enter into this Consent on their behalf. You agree that you will make your Joint Account holder(s) aware of the terms and conditions of this Consent, Including the ability to revoke this Consent to have Documents delivered to you electronically.*Limitation of liability (related to electronic delivery of documents)*
- You agree that your notifications and delivery of Documents electronically may be delayed, not delivered or inaccurate due to a variety of factors, Including technical problems. To the extent permitted by the laws of Saskatchewan and the laws of Canada, we will not be liable for any direct or indirect damages arising out of your use or inability to use the notifications and Documents, regardless of the cause,

Including negligence, even if we are advised of the possibility of such damages. For fax and e-mail transmissions, you accept the risk that certain notifications and Documents may be lost, intercepted, reviewed or altered by others.*Language*

49. You and we expressly requested that this Consent, and all related documents, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

50. Deposit insurance

Concentra Bank is a member of the Canada Deposit Insurance Corporation (CDIC). Deposits held in the Account, combined with deposits held at Concentra Bank, are eligible for CDIC protection up to \$100,000, per insured category, per depositor, and provided such deposits are payable in Canada, as outlined in CDIC's "[Protecting Your Deposits](#)". To learn more, visit the CDIC's website at www.cdic.ca or contact them directly at info@cdic.ca or 1-800-461-2342.

51. Complaints or concerns

Tell us about your problem or concern in the way that is most convenient for you. We will always acknowledge your complaint made by phone or in writing. Learn how we resolve complaints in [Neo's Complaint Policy](#) or obtain more information on our complaint process by contacting Neo's Member Support by email at support@neofinancial.com or by calling 1-855-636-2265.

52. Our commitment to voluntary codes

Learn about the voluntary commitments and codes of conduct that we make to protect our customers and serve you better on Concentra Bank's [website](#).

53. Severance

If any part of this Account Agreement is held to be unenforceable

for any reason, the unenforceable portion of the Account Agreement will not affect the enforceability of the remainder of the Account Agreement, which will continue in full force and effect as if this Account Agreement had been executed without the unenforceable portion.

54. **Other trade-marks**

Content such as words and symbols are trade-marks and the property of the parties listed below:

- "Neo", "Neo Money" and "Neo Financial" are trade-marks of Neo Financial Technologies Inc.
- Concentra is a trade-mark of Concentra Bank.
- Wyth is a trade-mark of Concentra Bank.
- *Interac*® and *Interac e-Transfer*® are registered trade-marks of *Interac Corp.* Concentra and Neo are authorized users of the trade-mark.

55. **Neo Money Card**

If you have a Neo Money Card, the terms and conditions below apply to your Account.

The Neo Money Card is issued by Equitable Bank pursuant to a license with Mastercard. Your Neo Money Card is associated with your Account. You may transact with your Neo Money Card up to the balance of funds held in your Account, subject to any holds on your deposits in accordance with this Account Agreement. You hereby authorize us to share the available balance of your Account, together with any other information required for the operation of your Neo Money Card, with Neo and Equitable Bank for the purposes of transacting with the Neo Money Card.

When you transact using your Neo Money Card, we will place a hold on your Account equal to the amount of your purchase or withdrawal (plus applicable fees and taxes under the terms of your Neo Money Card Agreement) and you will no longer have

access to these funds. We will also place a hold on your Account if you initiate a pre-authorized transaction and you will not have access to the pre-authorized amount until the transaction is finalized in accordance with your Neo Money Card Agreement. When required by Mastercard, you authorize and direct us to deduct the transaction amount, fees and taxes from your Account and pay those funds to Equitable Bank for the purpose of settling your transaction or withdrawal with Mastercard. You acknowledge and agree that we may rely solely on the direction of Neo, as a service provider for Equitable Bank, as to the amount and timing for settlement of any transaction with your Neo Money Card. We will not be responsible for determining the validity of unauthorized or disputed transactions or chargebacks in accordance with your Neo Money Card Agreement, any fees owing in connection with your use of the Neo Money Card, or for the operation of the Neo Money Card in any other manner. You acknowledge and agree that Equitable Bank shall be entitled to the Set-Off right described in this Account Agreement for any amounts owing to them under the Neo Money Card Agreement. It is your responsibility to ensure that there is a sufficient balance in your Account to cover the full amount of transactions you enter into with the Neo Money Card. If you attempt to use your Neo Money Card when there is insufficient balance in your Account to cover the full transaction amount, the transaction will be declined and funds will remain in your Account. We may, in our sole discretion, cancel or suspend any features or services associated with the Neo Money Card at any time, as permitted by law.