

Mobile Wallet Terms and Conditions

Last Updated: March 19, 2021

1. INTRODUCTION

These Mobile Wallet Terms and Conditions (these “Terms”) apply when you choose to add a Card to an eligible mobile payment wallet service. If you do not agree with these Terms, you must not use the Wallet. When you add a Card to a Wallet, you agree to these Terms.

In these Terms, the words:
ATB means ATB Financial.

Authorized User has the meaning set out in your Cardholder Agreement.

Card means a Neo Financial Mastercard issued to you by ATB Financial pursuant to license by Mastercard International Incorporated under a Cardholder Agreement.

Card Account means the Card account that we have opened for and in the name of the Primary Cardholder(s).

Cardholder means each Primary Cardholder and each Authorized User.

Cardholder Agreement means all agreements, including any amendments thereof, between you and Neo (and between you, Neo, and ATB) governing your use of a Card.

Credentials has the meaning set out in Section 6.

Device means any mobile or wearable device, tablet, watch, or other electronic device that the Wallet provider determines is eligible to be used with the Wallet.

Neo means Neo Financial Technologies Inc., operating as Neo Financial.

Network means Mastercard®.

Notification has the meaning set out in Section 9.

Primary Cardholder has the meaning set out in your Cardholder Agreement.

Service Provider has the meaning set out in Section 2.

Wallet means a mobile wallet application or any other electronic payment system into which your Card may be enrolled or added by you.

We, us refer to Neo.

your or yours means each Cardholder. If this includes more than one person or entity, “you” means each one of you.

Any words importing the singular number only shall include the

plural and vice versa. All other capitalized terms used in these Terms and not defined above are defined elsewhere in these Terms.

2. APPLICABILITY OF TERMS

These Terms apply to your loading and use of your Card in each Wallet. You understand that your use of your Card in a Wallet is also subject to the agreements or terms of use of the Wallet provider, third-party wireless companies, and data service providers and other third parties who are involved in the operation of the Wallet, services related to the Wallet, transactions conducted using the Wallet, or provision of Devices, none of whom are related to or controlled by us (each, a “Service Provider”).

3. ADDING A CARD

Your Card may be added to an eligible Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to a Wallet. When eligible, your Card may be added to multiple Wallets and used on multiple Devices. You may not add a Card to a Wallet or use a Card in a Wallet if at any time: (i) your Card or related Card Account is not in good standing; (ii) your Card has been cancelled or suspended; (iii) we cannot authenticate the Card in accordance with our procedures; (iv) we suspect there may be fraud in connection with your Card or use of your Card; or (v) we have suspended or terminated your Card’s eligibility for use with a Wallet. Additional requirements or restrictions may also be imposed by Service Providers.

4. YOUR CARDHOLDER AGREEMENT TERMS DO NOT CHANGE

The terms of the Cardholder Agreement in place between you and Neo in respect to your Card do not change when you add an eligible Card to the Wallet, and will continue to govern any Cards

enrolled in the Wallet. Nothing in these Terms supersedes, replaces or otherwise modifies your Cardholder Agreement. This means that any applicable interest, fees and charges that apply to your Card will also apply when you utilize the Wallet to access your Card. When your Card is enrolled in the Wallet, your Device will be deemed a Card for the purposes of the Cardholder Agreement, as the context requires.

While Neo does not charge you any fees for adding an eligible Card to the Wallet, the Wallet provider or other third parties (such as wireless carriers, data service providers and other Service Providers) may charge you service fees in connection with your use of your Device or the Wallet. Service Provider fees may form part of the transaction amount that is charged to your Card when using the Wallet and the nature and amount of those fees may be unknown to us. You agree that Service Provider fees may be charged to your Card when processing a transaction conducted using the Wallet and that you are responsible for paying such Service Provider fees. You agree that Neo and ATB are not responsible for identifying, disclosing or verifying Service Provider fees.

5. WE ARE NOT RESPONSIBLE FOR THE WALLET

Neo and ATB are not responsible for the performance or non-performance of the Wallet or for you being unable to use the Wallet for any transaction. The Wallet may not be accepted at all places where your Card is accepted or outside of Canada. Neo and ATB are not responsible in the event that a merchant refuses to accept a payment using the Wallet.

Because Neo and ATB are not the Wallet provider, we are only responsible for the Card and for supplying information securely to the Wallet provider to allow the Card to be used in the Wallet.

Neo and ATB do not provide any support or assistance for any hardware, software, or other services of a Service Provider related to the operation of the Wallet or a Device used with the Wallet.

Neo and ATB are not responsible for the security of information that you provide to it or that is stored in the Wallet. Neo and ATB are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet. The Wallet may be terminated by the Wallet provider at any time.

6. SECURITY

You are responsible for the care and safety of your username, user ID, passwords, passcodes and any other information (including biometric information) and credentials required for you to make purchases with your Card using the Wallet or using other Wallet services (“Credentials”). You will keep the Credentials confidential and secure from all persons. If you share your Credentials or Device with others (including without limitation, by allowing others to enroll their fingerprint, set up a passcode on your Device or otherwise), they may be able to access your Device and the Wallet to make purchases with your Card through the Wallet, view transactions on your Device (including by way of Notifications, which may be visible on your Device without any requirement for you to enter a login or password), or otherwise obtain your personal information.

You must notify us immediately in-app, through email, chat, or by calling 1-855-636-2265 in the event that you believe your Credentials have been lost, compromised or stolen or that someone may have used your Credentials without your authorization. You may also need to notify your Wallet provider.

In addition, given that your Device can be used like a Card to make purchases, you must notify us in the event that your Device is lost or stolen in the same manner as if your actual Card was lost or stolen. You may also need to notify your Wallet provider. We will resolve any potential fraudulent purchases in accordance with your Cardholder Agreement.

You will be responsible for the full amount of any losses if you contributed to the unauthorized use of your Card or if you failed to notify us as required in the terms of your Cardholder Agreement or if you fail to notify us of the loss or theft of your Device.

Except as expressly provided in these Terms, the Cardholder Agreement, or unless prohibited by law, you are responsible and liable for all transactions conducted through the Wallet using your Card and, in any event, you will be liable for any transactions conducted by anyone using Credentials that grant access to, and allow the use of, your Device where you store the Wallet.

7. USING THE WALLET

The Wallet provides you with another method to make purchases with your Card. The Wallet allows you and anyone else who has access to, and use, of your Device to make purchases using a Card that has been added to the Wallet wherever the Wallet is accepted, subject to Card activation and pre-set limits (which are subject to change). When you use your Card through the Wallet to transact with a merchant, it is the same as if you swiped, inserted, waved, tapped or otherwise presented your physical Card or signed the credit card slip or electronic signature device presented by the merchant or inputted your personal identification number to transact.

Wallet transactions will be added to your Card Account billing statement, transaction history and Card Account statements (as applicable). You are financially responsible for all such transactions and associated interest charges and fees in accordance with the Cardholder Agreement. Please remember if you are using a Card in the Wallet that requires you to activate the Card, you may have to activate the Card before using it in the Wallet.

Neo, the Wallet provider, and/or the merchant may, in each of their discretion, establish from time to time a maximum dollar limit for a single transaction that may be completed using your Card to make purchases through the Wallet. As a result, you may not be able to use the Wallet to complete a transaction, even if your Card Account is in good standing. If a transaction is not completed because it exceeds a maximum dollar limit, we encourage you to use your physical Card to complete the transaction.

If you have any questions or concerns regarding these Terms or if you are having problems using your Card through the Wallet to make purchases, we encourage you to contact us through email, in-app chat support, or by calling us at 1-855-636-2265.

8. REMOVING A CARD FROM THE WALLET

Neo reserves the right to discontinue offering or supporting any Card enrolled in the Wallet. We can, in our discretion, also block, suspend, restrict or terminate the use of an otherwise eligible Card from the Wallet at any time, subject to applicable law, including if: (i) we suspect fraud on your Card; (ii) your Card Account is no longer in good standing; (iii) you violate these Terms or your Cardholder Agreement; (iv) applicable laws

change; or (v) directed to do so by the Network.

You can remove one or more of your Cards from the Wallet by following the Wallet provider's procedures for removal.

Before you sell, give away, or dispose of your Device, you must remove your Cards from the Wallet, otherwise the Card may be available to the person who obtains your Device and you will remain responsible for any transactions completed with your Device.

9. NOTIFICATIONS

You may receive notifications, through a notification system on your Device, upon completing transactions using your Card, including transactions linked to both your physical Card and the Wallet (each a "Notification"). You may turn off Notifications at any time by adjusting the settings in the operating system of your Device. Neo and ATB are not responsible for any failure to provide you with information (including Notifications) through the Wallet at any time or for any reason. You should not rely on Notifications to confirm the final amount of any transaction. There may be transactions for amounts that are different than your final purchase when it is posted to your Card Account. Refer to your Card Account billing statement, transaction history or Card Account statement, as applicable, to confirm the final amount of any transaction.

10. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

You agree and acknowledge that your use of the Wallet is at your own risk. Neo and ATB are not responsible for the security, accuracy or any other aspect of the content or function of the Wallet or for any third party's products or services provided in connection with the Wallet. You acknowledge that Neo and ATB

are not responsible for access, use and maintenance of a Card in the Wallet, as Neo and ATB do not operate or control the Wallet, the Wallet provider, the Network, Service Providers or the networks of wireless carriers. To the fullest extent permitted by law, the Card in the Wallet is provided to you “as is” and “as available” with all defects that may exist from time to time and without warranty of any kind. Neo and ATB further disclaim all warranties and conditions with respect to the Wallet.

Neo and ATB will not be responsible for: (i) any circumstance that delays, interrupts or otherwise impacts or prevents your ability to use your Card with the Wallet; (ii) the accuracy of information displayed through the Wallet or on your Device; (iii) the accuracy of information displayed through any wireless service used to access, use or maintain your Card in the Wallet; (iv) the privacy or security of the electronic transmission of personal information through any third party connections and the Network; or (v) if there is a security breach affecting any information that is stored in or sent from the Wallet or your Device.

11. PRIVACY

By requesting to enroll a Card in the Wallet, you acknowledge that Neo will collect from you and share with the Wallet provider, the Network and with other Service Providers, certain personal information about you to enable you to enroll your Card in the Wallet and use the Wallet. Such information includes your name, your address and information about your Card. You understand and acknowledge that the Wallet provider, the Network and Service Providers will also have access to certain details with respect to Card transactions made using the Wallet. Neo uses and shares this information with the Wallet provider, the Network and with other Service Providers:

- a. to verify your identity;
 - b. to authenticate the provisioning of your Card to the Wallet provider;
 - c. to provide you access to the Wallet;
 - d. to support your Card in the Wallet;
 - e. to complete any purchase you make using the Card through the Wallet;
 - f. to make transactional information available to you in the Wallet (for example, to display transactions linked to both your physical Card and the Wallet)
 - g. to monitor your Card Account for fraud;
 - h. for internal analytics and reporting; and
 - i. to monitor and enforce Neo's privacy policy.
12. You hereby consent to the collection, use and disclosure of your information for these purposes and in accordance with our Privacy Policy, which can be accessed at www.neofinancial.com/privacy-policy. If you have any questions regarding the collection, use or disclosure of your personal information, you may contact Neo's Privacy Officer by sending an e-mail to: privacy@neofinancial.com, or a letter to:

Attention: Privacy Officer
Neo Financial Technologies Inc.
400 - 200 8 Ave SW
Calgary, AB
T2P 1B5

You acknowledge and agree that any information provided to the Wallet provider, the Network or other Service Providers is subject to their security policies and governed by their respective privacy policies.

13. AMENDMENTS / TERMINATION

Neo reserves the right to stop participating in the Wallet and accordingly, Neo may terminate these Terms and availability of the Wallet for your Cards at any time. We may also amend these Terms at any time by providing notice to you of such amendments as required by applicable law. Notice of the amendments may be given either before or after the coming into effect of such amendments. Your use of your Card in the Wallet after the later of either the notice or the date the amendment comes into effect, constitutes your consent to such amendments. You can terminate these Terms at any time by removing all your Cards from the Wallet.

14. NOTICES

By enrolling your Card in the Wallet, you consent to receive electronic communications, notifications and messages from Neo and from service providers working on our behalf to service your Card Accounts with respect to the use of your Card in the Wallet, including enrollment and transaction information, by way of: (i) e-mail, to the e-mail address you have provided to us in connection with your Card and the Wallet; (ii) by SMS text; (iii) through the Wallet and/or Wallet provider itself; and (iv) through Notifications. You agree to update your cellular telephone number and e-mail address in the event that it changes through Neo's in-app functionality or by calling us at 1-855-636-2265. You may contact us if you wish to withdraw your consent to receive such electronic notification, but if you do so, you may be unable to use the Wallet.

15. CHOICE OF LAW AND JURISDICTION

These Terms shall be governed and interpreted in accordance with the laws in force in the Province of Alberta and the laws of Canada applicable therein, and you agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta.

16. **HEADINGS**

The headings to each section of these Terms are added for convenience and do not change the meaning of any provision of these Terms.

17. **LANGUAGE**

These Terms and all related documents have been drafted in the English language at the express request of the parties. *Les présentes modalités ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.*

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