

Mobile Wallet Terms and Conditions

Last Updated: March 21, 2023

(Neo Money Card, Co-branded or Partner-branded Card powered by Neo and issued by EQ Bank)

1. INTRODUCTION

These Mobile Wallet Terms and Conditions (these “Terms”) apply when you add, attempt to add, keep, or use a Neo Money Card, or any co-branded or partner-branded prepaid card powered by Neo and issued by EQ Bank (the “Card”) in an eligible mobile payment wallet service (“Wallet”) on any compatible device that supports the Wallet (each, a “Device”). If you do not agree with these Terms, you must not add, attempt to add, use, or keep the Card in the Wallet. By adding or attempting to add the Card to a Wallet or using or keeping the Card in a Wallet, you accept and agree to be bound by these Terms.

Please read these Terms carefully. These Terms are a legal agreement and govern all transactions made with the Card through a Wallet. The defined terms used in these Terms have the meaning(s) ascribed to them herein. If a term is capitalized but not defined in these Terms, it has the meaning given to it within the Neo Money Card Agreement, or applicable co-branded or partner-branded Card agreement (the “Card Agreement”). The

words “you” and “your” mean a Card cardholder and the words “us”, “we”, “our”, or “EQ Bank” mean Equitable Bank. As set out in the Card Agreement, the Card and services associated with the Card are provided by us to you through our service provider, Neo Financial Technologies Inc. (“Neo”).

2. APPLICABILITY OF TERMS

These Terms apply to the adding and use of your Card in an eligible 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, EQ Bank, and Neo. 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 are responsible for the completeness and accuracy of any information you enter into a Wallet.

You may not add a Card to a Wallet or use a Card in a Wallet if: (i) your Card or related Account is not in good standing; (ii) your Card or Account 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 Account or use of your Card or Account; 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, Neo, or EQ Bank.

We may, at any time and for any reason determined by us in our sole discretion, without notice or liability to you, block you from adding a Card to the Wallet, or suspend, cancel, restrict or terminate your ability to use a Card in the Wallet, including but not limited to, if: (i) we suspect fraud on your Card or the Wallet; (ii) your Card account is no longer in good standing; (iii) you violate these Terms or your Card Agreement; (iv) applicable laws change; or (v) we are directed to do so by Mastercard® (the “Network”).

4. YOUR CARDHOLDER AGREEMENT TERMS DO NOT CHANGE

The terms of the Card Agreement in place between you and EQ Bank in respect of your Card do not change when you add an eligible Card to a Wallet, and will continue to govern any Card enrolled in a Wallet. Nothing in these Terms supersedes, replaces or otherwise modifies your Card 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 a Wallet, your Device will be deemed a Card for the purposes of the Card Agreement, as the context requires.

While Neo and EQ Bank do not charge you any fees for adding an eligible Card to a Wallet, 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 EQ Bank are not responsible for identifying, disclosing, or verifying Service Provider fees.

In no event shall any agreement or terms of use between you and the Wallet provider or any other Service Provider be binding on EQ Bank or impose any additional obligations or obligations that are inconsistent with these Terms upon EQ Bank. If the agreement or terms of use between you and the Wallet provider or other Service Provider conflict with these Terms or the Card Agreement, these Terms or the Card Agreement, as applicable, will govern.

5. WE ARE NOT RESPONSIBLE FOR THE WALLET

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

Neo and EQ Bank are not the Wallet provider and 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 EQ Bank 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 EQ Bank are not responsible for the security of information that you provide to it or that is stored in the Wallet. Neo and EQ Bank 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 to authenticate you, access or make purchases with your Card, Device, or Wallet (“Credentials”). After enrolling in a Wallet, you must secure your Device with the same care you would your Card in order to avoid unauthorized use. 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 facial recognition, 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 are prohibited from using any Wallet on a Device that you know or have reason to believe has had its security or integrity compromised. You may be solely liable for any losses, damages and expenses incurred as a result of your use of the Wallet on a compromised Device. If you have a physical Card that is lost or stolen, you may not use the Card in the Wallet.

You must notify us immediately in the Neo App or Website, through email at support@neofinancial.com, 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, Wallet or Card without your authorization or if you suspect fraud. 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 Card 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 Card Agreement or if you fail to notify us of the loss or theft of your Device.

Except as expressly provided in these Terms, the Card 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 Wallet or 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 as set out in these Terms, and 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 prepaid card slip or electronic signature device presented by the merchant or inputted your personal identification number to transact. You may not make an ATM withdrawal using your Card through the Wallet.

Wallet transactions will be added to your Card Account transaction history. You are financially responsible for all such transactions and associated interest charges and fees in accordance with the Card 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.

EQ Bank, the Network, 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, and different dollar limits may apply. As a result, you may not be able to use the Wallet to complete a transaction, even if your Card and Account is in good standing.

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 at support@neofinancial.com, Neo App or website, chat, or by calling us at 1-855-636-2265.

8. REMOVING A CARD FROM THE WALLET

We reserve the right to discontinue offering or supporting any Card enrolled in the Wallet. You can remove your Card from the Wallet by following the Wallet provider's procedures for removal. In certain circumstances your Card may be suspended or

removed from a Wallet by the Wallet provider.

Before you sell, give away, or dispose of your Device, you must remove your Card 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 understand and agree that 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 EQ Bank 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 Account. Refer to your transaction history 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 EQ Bank are not responsible for the use, function, 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 EQ Bank are not responsible for access, use and maintenance of a Card in the Wallet, as Neo and EQ Bank do not operate or control the Wallet, the Wallet provider, the Network, the 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 EQ Bank further disclaim all warranties and conditions with respect to the Wallet.

Neo and EQ Bank 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. Neo and EQ Bank are also not responsible for any loss, injury, or inconvenience you suffer as a result of: (a) a merchant refusing to accept the Wallet; (b) any damage or vulnerabilities to your Device that may be directly or indirectly caused by the Wallet; or (c) any actions or omissions of the Wallet provider or any Service Provider. We are only responsible for the Card as set out in the Card Agreement.

11. PRIVACY

By requesting to enroll a Card in the Wallet, you acknowledge that EQ Bank and 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 other Service Providers will also have access to certain details with respect to Card transactions made using

the Wallet. EQ Bank and Neo use and share 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 the applicable privacy policies.
12. You hereby consent to the collection, use and disclosure of your information for these purposes and in accordance with both EQ Bank's Privacy Agreement and Neo's Privacy Policy, which can be accessed at <https://www.eqbank.ca/legal/Privacy-Agreement> and www.neofinancial.com/privacy-policy. The privacy policies may be amended or replaced from time to time and the revised policy will be posted on the applicable website. If you have any questions regarding the collection, use or disclosure of your personal information, you may contact EQ Bank's Chief Privacy Officer or Neo's Privacy Officer as directed below (please note that requests for access must be in writing):

Chief Privacy Officer
Equitable Bank

Equitable Bank Tower
30 St. Clair Avenue West, Suite 700
Toronto, ON
M4V 3A1
Email: cpo@eqbank.ca

Privacy Officer
Neo Financial Technologies Inc.
400 - 200 8 Ave SW
Calgary, AB
T2P 1B5
Email: privacy@neofinancial.com

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. Please review the Wallet provider's applicable agreements and privacy policy that apply to their Wallet for information as to how the Wallet provider will collect, use and disclose your personal information. We are not responsible for any loss, injury, or other harm you suffer in connection with the Wallet provider's use of your information.

We reserve the right to comply with any third party demands which have been issued under federal or provincial legislation, or any court order we receive in respect of your use of the Wallet. You agree that we will not be liable to you in any way for complying with any such third party demands or court orders issued on or against your use of the Wallet.

You acknowledge and agree that we may from time to time communicate with you about the use of your Card and Wallet using the contact information you have previously provided.

13. AMENDMENTS / TERMINATION

EQ Bank reserves the right to stop participating in the Wallet and accordingly, EQ Bank may terminate these Terms and availability of the Wallet for your Cards at any time. EQ Bank may also amend these Terms at any time (including replacing these Terms with another set of terms) at any time, without prior notice to you, unless advance notice is required by 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 EQ Bank 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) email, 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 notifications, 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 These Terms shall be governed and interpreted in accordance with the laws in force in the Province

of Ontario and the laws of Canada applicable therein, and you agree to submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

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. CONFLICT OF TERMS

If there is any conflict or inconsistency between these Terms and the terms in any other agreement between you and EQ Bank, these Terms will prevail in respect of any matter involving the Wallet and the parties shall take any necessary steps to conform the inconsistent terms to these Terms. If there is any other conflict or inconsistency between these Terms and the terms of the Card Agreement (relating to any matter other than the Wallet), the Card Agreement will prevail, and the parties shall take any necessary steps to conform the inconsistent terms to the Card Agreement.

18. TRADEMARKS

EQ Bank is a trade name of Equitable Bank

™ indicates the corresponding products are pending trademarks of Neo Financial Technologies Inc., all rights reserved.

®/™ Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

19. LANGUAGE

These Terms are available in French and the French version can be accessed by clicking on this [link](#). By adding a Card to the Wallet and using the English version of the enrollment process, you confirm that:

- a. the French version of these Terms has been provided to you, as you can access the French version of these Terms through the link provided in this section;

- b. it is your express wish to be bound only by the English version of these Terms; and
 - c. all related documents and communications made to you under these Terms be provided to you in English only.
20. Les présentes Conditions sont disponibles en français et la version française est accessible en cliquant sur ce [lien](#). En ajoutant une Carte au Portefeuille et en utilisant la version anglaise durant le processus d'enregistrement, vous confirmez ce qui suit :
- a. la version française des présentes Conditions vous a été fournie et vous pouvez accéder à la version française des présentes Conditions à l'aide du lien fourni dans le présent article;
 - b. votre volonté expresse est d'être lié uniquement par la version anglaise des présentes Conditions; et
 - c. toute la documentation et toutes les communications qui vous sont envoyées en vertu des présentes Conditions vous seront envoyées en anglais seulement.