

## **Mogo Visa\* Platinum Prepaid Card Cardholder Agreement**

**Please read this Agreement carefully and retain a copy for your records.**

*The following terms and conditions apply to your use of the Mogo Visa Platinum Prepaid Card.*

*By activating, signing and/or using the Card, you are agreeing to these terms and conditions and fees outlined below.*

**INFORMATION DISCLOSURE SUMMARY** (detailed terms and conditions will follow):

This card is issued by Peoples Trust Company pursuant to licence from Visa International Incorporated.

**Card information and balance:** For up-to-date Card terms and conditions, to obtain the expiry date of the Card, if you have questions regarding the Card Balance, or to log a complaint, you may visit [help.mogo.ca](http://help.mogo.ca), chat with us online by logging into your MogoAccount, or call customer service at **1-800-980-6646** for free.

### **Card restrictions:**

- Cardholders must be of age of majority in the province or territory where they purchase the Card, pass identity verification, have a MogoAccount and have the MogoApp.
- Cardholders are restricted to one activated Card per person.
- Use of the Card in certain countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Card.
- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected and Peoples Trust Company will not be liable for any costs incurred by you as a result.
- You may not add funds to the Card via wire transfer.
- You may not use your Card to commit or facilitate illegal activity.
- The Card is subject to maximum transaction limits, as set out below. Peoples Trust Company may change these limits in accordance with Applicable Law and will post notice on [www.mogo.ca](http://www.mogo.ca) at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.

<b>Limits</b>	
Maximum Card Balance	\$10,000
Maximum transfer to card in any 24 hour period	\$9,900
Maximum amount of any one transfer through Canada Post	\$500
Maximum amount of any one transfer other than through Canada Post	\$5,000
Maximum number of transfers in any 24 hour period	10
Minimum amount transferred in any 24 hour period	\$10
Maximum amount of purchases in any 24 hour period	\$5,000
Maximum amount of any one purchase	\$3,000
Maximum amount of cash withdrawals in any 24 hour period	\$500
Maximum amount of any one cash withdrawal	\$500

Please also note: The Card may be deactivated at any time without notice if fraud, related to the Card or use of the Card, is suspected.

**Card expiry and access to funds:** Your right to use the funds on the Card does not expire. If funds remain on the Card after the expiry date, contact customer service for directions on how to receive a replacement Card. We will send you a replacement card on request.

**Fees:** The table below sets out the fees that may be imposed upon the Card. You acknowledge being advised of the fees and agree to pay all fees charged under this Agreement.

<b>Fees<sup>†</sup></b>		
Canada Post Transfer Fee	\$3.00	
Foreign exchange charge	2.5%	
Withdraw funds	ATM <sup>††</sup> (Canada)	\$1.50
	ATM <sup>††</sup> (international)	\$3.00
Account Inactivity Fee (If there has been no activity on your Mogo Visa Platinum Prepaid Card for 365 consecutive days, a \$1.99 monthly fee may be charged beginning on the 1 <sup>st</sup> month following such 365-day period, and each month afterwards until your Mogo Visa Platinum Prepaid Card balance reaches zero.)	\$1.99	
Dishonoured Payment Fee (If you make a transfer to your Mogo Visa Platinum Prepaid Card online through your MogoAccount and your transfer is denied for any reason, including due to non-sufficient funds, payment stopped/recalled, or your bank account being frozen)	\$25.00	

<sup>†</sup> Subject to change. See terms and conditions below for details.

<sup>††</sup> Additional fees may be charged for use of ATMs by ATM operators, over which we have no control. Funds on the Card are not insured by the Canada Deposit Insurance Corporation (CDIC).

**Lost or stolen Card or PIN:** You must take all reasonable steps to protect the Card and/or PIN against loss, theft, or unauthorized use. You should not maintain a written record of, or disclose the PIN to a third party, including family members and friends. If you lose the Card and/or PIN or you become aware that the PIN may have become known to someone else, you must call customer service immediately at 1-800-980-6646. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on the Card before you notify us will be considered to have been made by you.

You were asked to set a four (4)-digit Personal Identification Number (PIN) when you ordered your Mogo Visa Platinum Prepaid Card in order to have access to ATM cash withdrawals, and execute point of sale transactions. You cannot change your PIN. If you need to change your PIN, you will need to replace your Mogo Visa Platinum Prepaid Card. Mogo will never ask you for your PIN.

Your PIN will be blocked if you enter it incorrectly three times in a row at the point of sale or an ATM. To unblock your PIN, go online to [www.mogo.ca](http://www.mogo.ca) and follow the instructions to retrieve your PIN. Once you have retrieved your PIN online, go to any ATM, insert your card and enter the correct PIN when prompted. This will unblock your PIN. You do not have to complete a transaction at the ATM to unblock your PIN. A fee may be charged by the ATM service provider.

If you forget the PIN, you can retrieve your PIN by following the steps set out in the Mogo App. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call customer service for assistance or go to [www.mogo.ca](http://www.mogo.ca). If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant.

**Split tender transactions:** If the Balance on the Card is not sufficient to cover the full Transaction Amount, you may ask the merchant if they will accept a split tender transaction. A split tender transaction allows you to use the remaining Balance on the Card to pay for part of the Transaction Amount and cover the difference with another form of payment (e.g. cash, cheque, credit or debit). Some merchants may require cash payment to cover the difference. If you fail to inform the merchant that you would like to complete a split tender transaction prior to using the Card, your Card may be declined. Merchants do not have to and may not agree to accept split tender transactions.

**Personal Information:** By applying for the Card, you consent to the collection, use, disclosure and retention of your personal information by Peoples Trust Company and its service providers as described below. The collection of that information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card.

**Key Cardholder Responsibilities under this Agreement:**

- You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Card (or PIN), you must call customer service immediately.
- You must activate and/or sign the Card as instructed upon receipt of the Card.
- You must surrender the Card to us immediately upon request by us.
- You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.
- If your information, associated with the Card, changes, you must notify us of the change(s).
- If you become aware that your information, associated with the Card, is incorrect, you must notify us of the correct information.
- If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.
- If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within ninety (90) days of the transaction date.
- You must only use our online resources as set out in 'Website and Availability', below.

**DETAILED TERMS AND CONDITIONS:**

**Definitions:**

- **'Agreement'** means this Mogo Visa Platinum Prepaid Card Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which govern your use of the Mogo Visa Platinum Prepaid Card.
- **'Amendment'** refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees.
- **'Applicable Law'** means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Québec), the Consumer Protection Act (Québec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), Canada's Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust Company and/or Mogo are subject to, or any bylaw, operating rule or regulation of Visa.
- **'ATM'** means an Automated Teller Machine.
- **'Balance'** means the amount of the funds that have been transferred onto the Card and are available for spending.
- **'Canada's Anti-Spam Legislation (CASL)'** means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada), and its regulations, as may be amended from time to time.

- **'Card'** refers to the Mogo Visa Platinum Prepaid Card activated, received, signed or used by the Cardholder.
- **'Cardholder'** means the individual to whom the Card has been issued.
- **'Foreign exchange charge'** means the foreign exchange service charge of 2.5%.
- **'Governmental Authority'** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or Mogo or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.
- **'Mogo'** means Mogo Finance Technology Inc. whom offers the Cards for sale to consumers.
- **'MogoAccount'** means Mogo's account that provides access to Mogo's full suite of products and services.
- **'Mogo App'** means the Mogo mobile application.
- **'MogoCard'** means the Mogo Visa Platinum Prepaid Card.
- **'MogoSpend'** means: (a) the MogoCard, and (b) various digital MogoApp and other online features related to the MogoCard accessible by Cardholders through the MogoAccount, including: the display and analysis of transactions, features that facilitate the transferring of money to the MogoCard and the ordering and replacement of the MogoCard.
- **'PCI DSS'** means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- **'Person'** means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.
- **'PIN'** means a Personal Identification Number used with your Card for POS transactions or at ATMs for additional security.
- **'POS'** means point of sale, where you can use the Card to purchase goods or services from a merchant.
- **'Transaction Amount'** is the amount that is debited from the Balance in connection with the Cardholder's use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.
- **'Transfer'** or **'transferring'** mean adding or transferring funds to the Card to obtain or increase a Balance.
- **'Visa'** means Visa International Incorporated, and its successors and assigns.
- **'Visa Conversion Rate'** means the rate that we pay to Visa to convert foreign currency to Canadian currency plus the Foreign exchange charge.

- 'we', 'us', and 'our' mean Peoples Trust Company, and our successors, subsidiaries, affiliates or assignees.
- 'Website' means [www.mogo.ca](http://www.mogo.ca).
- 'you', 'your', and 'yours' each mean the Cardholder.

**Acceptance:** This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card.

**The Visa Prepaid Card:** The Card is a Visa Prepaid Card that can be used anywhere that Visa is accepted, including mail order, online, telephone, and point of sale retail merchants, subject to the terms of this Agreement.

**Activating the Card:** The Card cannot be used for any purpose until it has been activated in accordance with the instructions that accompany the Card, and signed by you on the back of the Card where indicated. You must activate your Mogo Visa Platinum Prepaid Card before using it by visiting [www.mogo.ca](http://www.mogo.ca).

**Ownership and Use of the Card:** To use the Card, simply present the Card at the time of payment, and enter your PIN (or sign the receipt with the same signature you used when you signed the Card). You should retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges, and other fees, if any.

If you use your Card for card-not-present transactions (such as online, mail or telephone purchases), the legal effect is the same as if you used the physical Card. The Card includes a PIN that can be used to withdraw any Balance available on the Card in cash at any ATM displaying the Visa or Plus\* acceptance marks. When you use the Card at an ATM, the amount of the withdrawal, plus any applicable fees and taxes, will be deducted from the available Balance associated with your Card. Your Card can also be used at any POS that accepts Visa Paywave\*, subject to merchant purchase limits.

You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card, in accordance with this Agreement, as payment for goods and services from merchants who accept Visa.

You are solely and completely responsible for the possession, use, and control of the Card. **You must surrender the Card to us immediately upon request by us.** The Card is provided to you, only. If you authorize another person to use the Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

You agree that, if a merchant required that you sign the sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on the Card.

We are not liable to you for declining authorization for any particular transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law. If we or Mogo suspect fraud related to the Card or the use of the Card then we or Mogo may cancel this agreement or any features or services of the card at any time without notice.

It is your responsibility to obtain such record and ensure that it is accurate. We are not responsible for providing you with any transaction record or periodic statement. You should receive a paper record of each POS transaction or ATM transaction for which you use the Card.

We will, upon your request, and for the fee stated in the table marked 'Fees' in the Information Disclosure Summary at the beginning of this Agreement, mail to you a written statement of transactions made with the Card.

Some merchants (including, but not limited to, fuel stations, restaurants, hotels, cruise lines, or car rental companies) may pre-authorize the transaction amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure that there are sufficient funds available on the Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if the Card Balance will not cover the transaction amount plus the additional amount.

A pre-authorization will place a 'hold' on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant. A hold is typically removed within seven (7) days for most standard merchants, and within thirty (30) days for hotels, cruise lines and car rental agencies.

During the hold period, you will not have access to the pre-authorized amount.

**Additional Cards:** You may request up to 4 additional personalized Mogo Visa Platinum Prepaid Cards for your own use, subject to availability. Only one Card may be activated at a time. Mogo reserves the right to reject a request for one or more additional Mogo Visa Platinum Prepaid Cards in its sole discretion. Any value transferred to a previously activated Mogo Visa Platinum Prepaid Card may be accessed by the currently activated Mogo Visa Platinum Prepaid Card. All Mogo Visa Platinum Prepaid Cards are governed by this Agreement, and all transfers and transactions on all Cards will be considered together for purposes of the Mogo Visa Platinum Prepaid Card limits noted above.

**Transferring Funds:** The Card is reloadable and the methods available for adding or transferring funds to the Card, including Visa Direct and Interac e-Transfer, are listed on the Website. You can make transfers to your Mogo Visa Platinum Prepaid Card in several ways, including online through your MogoAccount or at Canada Post locations. To learn more about available transfer options, login to your MogoAccount at [www.mogo.ca](http://www.mogo.ca). The transfer methods may change from time to time. Some transfer methods are offered by third party service providers and are subject to additional fees. See the Website and the applicable service providers' terms and conditions for more details. Subject to applicable Card fees, funds transferred to the Card in-store or via card-to-card transfer will be available immediately after the transfer is confirmed by us. The time before funds become available may vary for other transfer methods.

The funds provided by you to transfer a Balance onto the Card and the Balance on the Card are not a deposit, and they do not establish a separate individual deposit account with us or any other Canadian financial institution. You will not receive interest on the Balance or on any funds you transfer onto the Card.

**Information About Balance:** It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or

the transaction history, call customer service toll-free at **1-800-980-6646** or login to your MogoAccount via MogoSpend in the Mogo App. You are eligible to receive push notifications for transactions on your Mogo Visa Platinum Prepaid Card. To enable push notifications, toggle push notifications to “on” in your mobile phone settings.

The Card Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on the Card for any transaction.

If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance.

If your Card has a negative Balance and three (3) consecutive transactions are conducted while the Card has a negative Balance, we will disable the Card to prevent any further transactions until the Balance on the Card is brought back to a positive Balance. You must not attempt to cause the Card to have a negative Balance. If a negative Balance is created on the Card following any transaction initiated or authorized by you, then you agree to repay the amount of the negative Balance to us within ten (10) days of such transaction.

If the Card has a negative Balance for sixty (60) consecutive days, we will put the Card into a suspended state so that no other transaction can be processed. Please call customer service if you wish to continue using the Card.

If there is no activity on the Card for ninety (90) consecutive days and the Balance on the Card is \$0.00 or negative, we will put the Card into a suspended state so that no other transaction can be processed. Please call customer service if you wish to continue using the Card.

In the event that there is not a sufficient Balance on the Card to pay monthly maintenance fees, we may deactivate the Card without notice.

**Transactions Made in Foreign Currencies:** We convert transactions made in a foreign currency to Canadian dollars using the Visa Conversion Rate in effect on the day the transaction is posted to the Card. The Visa Conversion Rate in effect on the posting date may differ from the rate in effect on the date of the transaction.

However, if a foreign currency transaction is refunded to the Card, the Visa Conversion Rate used to convert your refund to Canadian dollars for the Card is the rate that we pay to Visa minus the Foreign exchange charge. Additionally, the rate that we pay to Visa may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to the Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

**Protection Against Loss, theft, or Unauthorized Use:** If the Card is lost or stolen, you must report such loss or theft to Mogo by calling 1-800-980-6646. You will be asked to provide us with your name and the Card number, and to answer an identifying question drawn from your personal information or provide

such other documentation or take such other steps as may be reasonably requested to confirm your identity. If you lose the Card, someone might be able to use the Balance on the Card. The Card can be used without a PIN to make purchases online.

We will refund any remaining Balance (less the card refund / cancellation fee) after we have processed all transactions completed before we had an opportunity to act on your information. We will have a customer service representative or automated voice response service available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request. After your Card has been reported lost or stolen and once your identity has been confirmed to our satisfaction, you will be authorized to order a replacement Card with any remaining Balance via MogoSpend in the MogoApp. You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

With the Visa Zero Liability Policy, you will not be liable for any unauthorized use of the Card or account information on any transactions processed by Visa. You must notify us **immediately** of any unauthorized use. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days all the required forms and/or documents have been received and confirmed by us, and may require a police investigation.

**Notification and Change of Terms:** Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Agreement or add a new term or condition, including increasing or adding new fees. As required by Applicable Law, notice of any Amendments will be sent to you at the most recent mailing or email address that we have on record for you. We must, at least thirty (30) days before the Amendment comes into force, send you a written notice drawn up clearly and legibly, and, to the extent required by applicable law, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment, including an Amendment that results in a fee increase or a new fee, will also be posted on the Website at least sixty (60) days in advance of the effective date of the Amendment where required by Applicable Law, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. **You are responsible for informing us of any change in your mailing or email address, by contacting customer service at 1-800-980-6646**, and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail.

You may notify us by delivering notice to Mogo or sending notice to us at the Website (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to us or Mogo, as applicable, and the next business day after electronic mail.

**Personal Information Consent:** By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by us and its service providers for purposes relating to your

application for a Card and your use of a Card (if issued to you) and as otherwise described below. The collection of that information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time by cancelling your Card and all related services from us. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise de-personalized and does not identify you.

**Safeguarding Your Personal Information:** We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

**Collecting your Personal Information:** We and our service providers will collect information about you (e.g. your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, we and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g. the date, amount and place of each transaction) (all collectively “**Cardholder Information**”). We and our service providers will collect your Cardholder Information directly from you and from other sources, including Mogo and third party providers of identity verification, demographic and fraud prevention services.

**Using Your Personal Information:** We and our service providers will use, disclose and retain your Cardholder Information to process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process your Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us.

We maintain physical, electronic and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

We and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in

that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. **You will promptly inform us (by contacting customer service at 1-800-980-6646) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.** You may communicate with us through our customer service number (or the Website) with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialling systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or telephone calls) for quality assurance, staff training and legal compliance purposes.

**Other Uses of Your Personal Information:** In addition to the foregoing, if you consent to a Program Sponsor or other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the Program Sponsor or third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the Program Sponsor or third party.

**Your Right to Access Your Personal Information:** You may obtain access to the Cardholder Information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Card and all related services from us, contact Customer Service at **1-800-980-6646**. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

In addition to the above, if you consent to Mogo or other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by Mogo or third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by Mogo or third party. The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and does not identify you.

**Peoples Trust Company's Privacy Policies:** Our general personal information practices are described in our privacy policy, as amended from time to time, available online at: <http://www.peoplestrust.com/en/legal/privacy-security/privacy/>

**Purchase Disputes and Refunds:** If you believe a transaction on your Card account is incorrect, you must notify us of your dispute within ninety (90) days of the transaction date by calling us at 1-800-980-6646. Following your notification, you may be mailed a dispute form once you have made a claim if additional information is required from you. Please note that this form must be completed, signed and returned by fax or first class mail within ten (10) business days of receiving it or you will have been deemed to have accepted such transaction.

**If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator.** If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the merchant from whom the purchase was made. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for any problems you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

**Arbitration:** Subject to all other terms of this Agreement, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against us, Mogo, or Visa arising from or related to this Agreement or the use of the Card (i) shall be resolved by final and binding arbitration before a single arbitrator at Vancouver, British Columbia and (ii) shall not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

**Complaints:** If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at 1-800-980-6646. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at 1-855-694-6214 or submit your complaint or inquiry through the form found on the Website (<http://www.peoplestrust.com/en/about-us/contact/>). We will do our best to resolve your complaint or inquiry.

If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint to the Ombudsman for Banking Services and Investments at **1-888-451-4519** for resolution. If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON, K1R 1B9

Telephone: **1-866-461-3222**

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

Our complaints policy can be found online at: <http://www.peoplestrust.com/en/about-us/resolving-your-concerns/>.

**Cancellation:** You may at any time terminate this Agreement by calling **1-800-980-6646**. We will cancel the Card and a cheque for any remaining Balance on your Card, less the Card Cancellation fee, will be mailed to you within fourteen (14) business days.

We or Mogo may terminate this Agreement at any time, at which time you will immediately return the Card to us or as we direct, provided that if you are not in default of your obligations under this Agreement, we will notify you in writing at least sixty (60) days before the date of termination. We or Mogo will reimburse you any remaining Balance on the Card less outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement including repaying any amounts that you may owe on your account.

**No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION ABOUT THE BALANCE ON YOUR CARD. PLEASE NOTIFY US IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.**

**Third Party Claims:** In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

**Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR MOGO MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER**

**EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

**Limitation of Liability:** EXCEPT AS EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, NEITHER WE NOR MOGO WILL BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR MOGO WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR MOGO WILL BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE OR MOGO ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OR MOGO OF THE POSSIBILITY OF SUCH DAMAGES.

**Website and Availability:** Although considerable effort is made to ensure that the Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that neither we nor Mogo will be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we or Mogo be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. We and Mogo will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. **You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.**

**Assignment:** At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment, then this Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns.

**Entire Agreement:** This Agreement sets forth the entire understanding and Agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or Agreements with respect to such subject matter.

**Governing Law:** The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

**Section Headings:** Section headings in this Agreement are for convenience of reference only, and will not govern the interpretation of any provision of this Agreement.

**Severability:** If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability will not affect the remainder of this Agreement, which will survive and be construed as if such invalid or unenforceable part had not been contained herein.

**Contact Information:** If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at **1-800-980-6646** or chat with Mogo on the Website.

\*Visa Int./Peoples Trust Company, Licensed User

Updated: 15/June/2020