

The following terms and conditions apply to the use of the Mogo™ Platinum Prepaid Visa® Card. The Mogo Platinum Prepaid Visa Card is only available to MogoAccount holders. This Agreement is between the individual who activates, signs or uses a Mogo Platinum Prepaid Visa Card and Home Trust Company. By activating, signing, or using your Mogo Platinum Prepaid Visa Card, you agree to the terms and conditions of this Agreement. Please read this Agreement carefully and keep it for your records.

**Important information about your Mogo Platinum Prepaid Visa Card**

- CARD ISSUER:** Your Mogo Platinum Prepaid Visa Card is issued by Home Trust Company.
- INFORMATION:** For questions about this Agreement or your Mogo Platinum Prepaid Visa Card, you can go online at [www.mogo.ca](http://www.mogo.ca) or call toll-free at 1-800-980-6646.
- CARD BALANCE:** To check your Mogo Platinum Prepaid Visa Card balance, please go online at [www.mogo.ca](http://www.mogo.ca).
- CARD RESTRICTIONS:** Your Mogo Platinum Prepaid Visa Card is not refundable and cannot be transferred. You can only cancel your Mogo Platinum Prepaid Visa Card if it has a zero balance.
- NO CDIC INSURANCE:** Your Mogo Platinum Prepaid Visa Card balance is not insured by the Canada Deposit Insurance Corporation.
- NO EXPIRY:** Your right to use the funds that are loaded on your Mogo Platinum Prepaid Visa Card will not expire. Your Mogo Platinum Prepaid Visa Card expires at the end of the month shown on your Mogo Platinum Prepaid Visa Card because merchants must have an expiry date to process your transactions. We will send you a replacement card on request. A replacement card fee will apply.
- LOST OR STOLEN CARDS:** Contact Mogo immediately if your Mogo Platinum Prepaid Visa Card is lost, stolen or misused, or if you suspect that someone else is using your Mogo Platinum Prepaid Visa Card or your Mogo Platinum Prepaid Visa Card number.
- SPLIT PAYMENT:** To make a purchase that is greater than the balance on your Mogo Platinum Prepaid Visa Card, let the merchant know in advance that you want to split the payment. Some merchants may not accept multiple forms of payment. Tell the merchant the amount available on your Mogo Platinum Prepaid Visa Card and use a second form of payment, such as a credit card, debit card, cash or cheque, to cover the difference. You will need to know the available balance on your Mogo Platinum Prepaid Visa Card because merchants cannot check it for you. You can check your balance online at [www.mogo.ca](http://www.mogo.ca).

**FEES:**

<u>Domestic ATM Fee</u>	<b>\$1.50</b> charged when you use your Mogo Platinum Prepaid Visa Card to withdraw funds from an ATM in Canada. Additional fees may be charged by the ATM service provider.
<u>International ATM Fee</u>	<b>\$3.00</b> charged when you use your Mogo Platinum Prepaid Visa Card to withdraw cash from an ATM outside of Canada. Additional fees may be charged by the ATM service provider.
<u>Foreign Currency Conversion Fee</u>	<b>2.49%</b> of the amount of the foreign transaction. If you use your Mogo Platinum Prepaid Visa Card for a transaction that is submitted to the Visa networks in a currency other than Canadian dollars, Visa will convert the transaction amount into Canadian dollars using its currency conversion procedure. If a transaction that is initially in a foreign currency is converted to Canadian dollars before it is entered into the Visa network, the conversion rates and fees of the company that did the conversion will apply. We charge a fee of 2.49% of the dollar amount of each point of sale transaction that you make in a country other than Canada.
<u>Card Design Fee</u>	When you first obtain your Mogo Platinum Prepaid Visa Card, you may choose one of our free cards. However, if you choose one of our customized designs, a card design fee will apply. The fees vary by the design you choose for the Mogo Platinum Prepaid Visa Card, from <b>\$9.99 to \$100.00</b> . For a full list of all card design fees, visit <a href="http://www.mogo.ca">www.mogo.ca</a> .
<u>Additional Card Fee</u>	A fee is charged for each additional Mogo Platinum Prepaid Visa Card you request. You can request up to 4 additional Mogo Platinum Prepaid Visa Cards, subject to availability. Mogo reserves the right to reject a request for one or more additional Mogo Platinum Prepaid Visa Cards in its sole discretion. The fees vary by the design you choose for the Mogo Platinum Prepaid Visa Card, from <b>\$9.99 to \$100.00</b> . For a full list of all additional card fees, visit <a href="http://www.mogo.ca">www.mogo.ca</a> .
<u>Replacement Card Fee</u>	A fee is charged to replace a Mogo Platinum Prepaid Visa Card, including if it is lost, stolen, damaged or if your Mogo Platinum Prepaid Visa Card expires and you request a replacement card. The fees vary by the design you choose for the Mogo Platinum Prepaid Visa Card, from <b>\$9.99 to \$100.00</b> . For a full list of all replacement card fees, visit <a href="http://www.mogo.ca">www.mogo.ca</a> .

<u>Account Inactivity Fee</u>	If there has been no activity on your Mogo Platinum Prepaid Visa Card for 365 consecutive days, a <b>\$1.99</b> monthly fee may be charged beginning on the 1st month following such 365-day period, and each month afterwards until your Mogo Platinum Prepaid Visa Card balance reaches zero.
<u>Dishonoured Payment Fee</u>	If you load your Mogo Platinum Prepaid Visa Card online through your Mogo account and your load is denied for any reason, including due to non-sufficient funds, payment stopped/recalled, or your bank account being frozen, a <b>\$25.00</b> fee will be charged.
<u>Canada Post Fee</u>	If you load your Mogo Platinum Prepaid Visa Card at any Canada Post location, a <b>\$3.00</b> fee will be charged by Canada Post.

You can also find your fees online at [www.mogo.ca](http://www.mogo.ca). Fees are non-refundable. Fees may change. If they do, we will tell you in advance as described under "Changing the terms of this Agreement".

**Definitions.** In this Agreement, the words **you** and **your** mean the individual who activates, signs or uses a Mogo Platinum Prepaid Visa Card, **we, us** and **our** mean Home Trust Company, and **Mogo** means Mogo Finance Technology Inc.

**Activating Your Mogo Platinum Prepaid Visa Card.** You must activate your Mogo Platinum Prepaid Visa Card before using it by visiting [www.mogo.ca](http://www.mogo.ca).

**Loading Your Mogo Platinum Prepaid Visa Card.** You can load your Mogo Platinum Prepaid Visa Card in several ways, including online through your Mogo account or at Canada Post locations. To learn more about available load options, login to your Mogo account at [www.mogo.ca](http://www.mogo.ca).

**Mogo Platinum Prepaid Visa Card Limits.** There are limits on the amount you can load on to your Mogo Platinum Prepaid Visa Card and the amount you can spend using your Mogo Platinum Prepaid Visa Card. You can find these limits online at [www.mogo.ca](http://www.mogo.ca).

**Other Things You Should Know.** Funds loaded onto your Mogo Platinum Prepaid Visa Card are not considered deposits and are not connected in any way to an account with Home Trust Company or any other financial institution. Your Mogo Platinum Prepaid Visa Card balance is not insured by the Canadian Deposit Insurance Corporation. You will not receive interest on your Mogo Platinum Prepaid Visa Card balance. If any transaction places your Mogo Platinum Prepaid Visa Card into a negative balance or you receive cash or a credit in error, you agree to reimburse us upon demand for such amount.

**Using Your Mogo Platinum Prepaid Visa Card.** Subject to the Mogo Platinum Prepaid Visa Card limits noted above, you can use your Mogo Platinum Prepaid Visa Card for the following transactions:

- to pay for goods and services everywhere Visa is accepted, in person, online, over the telephone or by mail order;
- to obtain cash from participating Plus enabled ATMs;
- to obtain cash from any financial institution that processes cash advances on Visa prepaid cards;
- to obtain cash through a "cashback" transaction where a merchant charges you an amount greater than the price of the goods or service purchased.

It is your responsibility to make sure your Mogo Platinum Prepaid Visa Card balance is sufficient to cover the transactions and any applicable fees. Keep records of each transaction you make with your Mogo Platinum Prepaid Visa Card and check that the transactions are accurate. You can view your account information and transaction history by logging on to your Mogo account at [www.mogo.ca](http://www.mogo.ca). Email or call immediately at [help@mogo.ca](mailto:help@mogo.ca) or 1-800-980-6646 if you see any errors relating to your transaction history. If you do not notify Mogo within 90 days of a transaction, the transaction will be deemed to be correct, except for any amount credited to your Mogo Platinum Prepaid Visa Card in error.

You are the only person who can use your Mogo Platinum Prepaid Visa Card.

You cannot use your Mogo Platinum Prepaid Visa Card for any illegal or improper purpose. We may prevent your Mogo Platinum Prepaid Visa Card or number from being used for certain types of transactions as decided by us.

You agree that we can deduct the amount of your transactions and any and all applicable fees directly from the balance of your Mogo Platinum Prepaid Visa Card. If your Mogo Platinum Prepaid Visa Card does not have a sufficient balance to cover an amount owed to us, your Mogo Platinum Prepaid Visa Card will be declined or suspended, as the case may be, and you will pay that amount immediately on demand.

**Additional Personalized Cards.** You may request up to 4 additional personalized Mogo Platinum Prepaid Visa Cards for your own use, subject to applicable fees and subject to availability. Mogo reserves the right to reject a request for one or more additional Mogo Platinum Prepaid Visa Cards in its sole discretion. Any value loaded to any linked Mogo Platinum Prepaid Visa Card may be accessed by the other linked Mogo Platinum Prepaid Visa Cards. All linked Mogo Platinum Prepaid Visa Cards are governed by this Agreement, and all loads and transactions on linked Mogo Platinum Prepaid Visa Cards will be considered together for purposes of the Mogo Platinum Prepaid Visa Card limits noted above.

**Protecting your PIN.** You were asked to set a 4-digit Personal Identification Number (**PIN**) when you ordered your Mogo Platinum Prepaid Visa Card in order to have access to ATM cash withdrawals, and execute point of sale transactions. You must always protect the security and confidentiality of your Mogo Platinum Prepaid Visa Card number and PIN. To keep your Mogo Platinum Prepaid Visa Card and PIN safe, do not tell anyone your PIN, and if you record your PIN, keep it separate from your Mogo Platinum Prepaid Visa Card at all times. You cannot change your PIN. If you need to change your PIN, you will need to replace your Mogo Platinum Prepaid Visa Card and a replacement card fee will apply. Mogo will never ask you for your PIN.

If your Mogo Platinum Prepaid Visa Card is lost or stolen, you will not be responsible for any unauthorized transactions provided you have taken reasonable care to safeguard your Mogo Platinum Prepaid Visa Card from any unauthorized use and have not been grossly negligent or have engaged in fraud. This policy does not apply to any transactions where your PIN is used. You are responsible for the full amount of all activity and unauthorized or fraudulent activity resulting from the use of your Mogo Platinum Prepaid Visa Card when the PIN is used.

**Unblocking 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.

**Lost or Stolen Cards.** Call immediately if you believe your Mogo Platinum Prepaid Visa Card or PIN has been lost or stolen at 1-800-980-6646, 24 hours a day, 7 days a week. Once you report your Mogo Platinum Prepaid Visa Card lost or stolen, we will immediately cancel your Mogo Platinum Prepaid Visa Card and help you replace it, assess any corresponding fees and ensure the remaining balance from your cancelled card, after all transactions have been processed, is available on your replacement Mogo Platinum Prepaid Visa Card. A replacement card fee will apply.

**Changes to fees and terms of this Agreement. This provision does not apply in Quebec.** We may change the terms of this Agreement at any time. If we increase a fee or establish a new fee, we will let you know by sending a notice by electronic mail ("email") to the most recent email address we have for you at least 30 days in advance and by posting a notice at [www.mogo.ca](http://www.mogo.ca) at least 60 days in advance. If we make any other type of change, we will let you know at least 30 days before the changes take effect by posting a notice at [www.mogo.ca](http://www.mogo.ca) or by sending you a written or electronic notice to the most recent email address we have for you. Any changes will become effective on the date shown on the notice.

**Authorizations and Authorization Holds.** Some merchants may require that a temporary hold be placed on funds, for example if you make a hotel, cruise or restaurant reservation, rent a car, or buy gas at pay at the pump gas stations. For travel services, these funds may be held until the end of your trip. Some merchants may add an amount to ensure that sufficient funds will be available to cover the final transaction (such as an estimated tip). We will however, only charge your Mogo Platinum Prepaid Visa Card for the correct amount of the final transaction, and will release any excess amount when the transaction is complete. If you start a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may still result in a temporary hold for that amount of funds. It is important to know your Mogo Platinum Prepaid Visa Card balance if you use your Mogo Platinum Prepaid Visa Card to purchase these types of services.

**Information About You.** We collect personal information about you as necessary to issue the Mogo Platinum Prepaid Visa Card and process your transactions. This information includes your name, address, telephone number and date of birth, and information about the transactions you make using your Mogo Platinum Prepaid Visa Card (**Cardholder Information**). We use and disclose Cardholder Information: (1) as necessary to verify your identity; (2) for regulatory compliance purposes (including checking your identity against watch lists established by regulatory agencies); (3) as necessary for completing transactions or loads; (4) in order to verify the existence and condition of your Mogo Platinum Prepaid Visa Card for a third party, such as a credit bureau or merchant; (5) in order to comply with government agency or court orders or other legal requirements; and (6) if you give us express permission.

The Mogo Platinum Prepaid Visa Card is managed and administered by Mogo. As a result, Cardholder Information may be shared with, or otherwise collected, used and disclosed by, Mogo for the purposes described above.

The file containing your Cardholder Information will be maintained on our electronic systems and will be accessible by authorized employees and agents who require access in order to perform their job functions. Any questions or requests for access to or correction of your Cardholder Information should be directed to Mogo at P.O. Box 2419 Station Main Winnipeg, MB R3C 4A7 Attention: Mogo Privacy Officer.

In connection with the above, Cardholder Information may be transferred to, and stored and processed outside the jurisdiction in which you reside (including the United States). While outside of Canada, Cardholder Information will be subject to applicable foreign laws, which may permit law enforcement and national security authorities in that jurisdiction to access Cardholder Information in certain circumstances.

**Liability Limits. This provision does not apply in Quebec.** We and Mogo will not be liable to you for any damages (including special, indirect or consequential damages) that arise from the use of or relate to your Mogo Platinum Prepaid Visa Card, for example if your Mogo Platinum Prepaid Visa Card is not accepted or you do not have enough money on your Mogo Platinum Prepaid Visa Card to complete a transaction.

**Foreign Transactions.** Your Mogo Platinum Prepaid Visa Card balance is in Canadian dollars. If you use your Mogo Platinum Prepaid Visa Card for a transaction that is submitted to the Visa networks in a currency other than Canadian dollars, Visa will convert the transaction amount into Canadian dollars using its currency conversion procedure. Under the currency conversion procedure that Visa

currently uses, the non-Canadian dollar transaction amount is converted into a Canadian dollar amount by multiplying the transaction amount in the non-Canadian dollar currency by a currency conversion rate. The currency conversion rate that Visa typically uses is either a government-mandated rate, or a wholesale rate provided to Visa. The currency conversion rate that Visa uses for a particular transaction is the rate Visa uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Mogo Platinum Prepaid Visa Card, and may be higher than the rate you could have gotten if you had converted Canadian dollars into cash. If a transaction initially in a foreign currency is converted to Canadian dollars before it is entered into the Visa network, the conversion rates and fees of the company that did the conversion will apply. We charge a fee of 2.49% of the dollar amount of each point of sale transaction that you make in a country other than Canada.

**Refunds and Returns.** If you are entitled to a refund for any reason, we will increase the balance available on your Mogo Platinum Prepaid Visa Card, unless the merchant provided a cash refund. For merchandise returns, deal directly with the merchant. Keep your Mogo Platinum Prepaid Visa Card and purchase receipts as you may be asked to show them in order to process the refund or return. If you obtain a refund for a transaction in a foreign currency, the charge and the refund will not exactly balance because of changes to the exchange rate and any foreign currency conversion fee that we charge.

**Ending this Agreement.** We may, at any time, end this Agreement and your ability to use your Mogo Platinum Prepaid Visa Card if we suspect possible fraud or suspicious activity for security reasons or for any other reason. If we end this Agreement: we may stop accepting loads to and/or transactions from your Mogo Platinum Prepaid Visa Card; we may decline to authorize a transaction made to the Mogo Platinum Prepaid Visa Card; and we will return to you any balance remaining on your Mogo Platinum Prepaid Visa Card on request.

**Governing Law.** This Agreement and all aspects of your relationship with us with regard to your Mogo Platinum Prepaid Visa Card are governed by and construed in accordance with the laws of the Province of which you first obtained your Mogo Platinum Prepaid Visa Card, and the laws of Canada applicable in that province.

**Entire Agreement.** This Agreement is the entire agreement between you and us relating to the Mogo Platinum Prepaid Visa Card and supersedes any other agreement between you and us relating to the Mogo Platinum Prepaid Visa Card.

**Assignment.** You cannot assign this Agreement or your obligations under this Agreement. We may assign this Agreement to another party at any time. The Mogo Platinum Prepaid Visa Card(s) are provided to you only. You may not assign, sell, transfer or lend the Mogo Platinum Prepaid Visa Card(s) to others.

**Severability.** If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable.

**Purchase Disputes.** If you have a dispute about a purchase you made using your Mogo Platinum Prepaid Visa Card, contact the merchant who honoured the card. We and Mogo are not responsible for any issue relating to the goods or services that you purchase with your Mogo Platinum Prepaid Visa Card. However, if any dispute with the merchant is not resolved to your satisfaction, you may call Mogo at 1-800-980-6646 within 90 days from the transaction date and Mogo will try to resolve the dispute.

#### OUR PROCESS FOR RESOLVING COMPLAINTS

If you have a complaint, we encourage you to follow the process set out below.

- 1. Call us.** In most cases, your complaint may be resolved by simply telling Mogo about it. Please call Mogo toll-free at 1-800-980-6646.
- 2. Ombudsman for Banking Services & Investments (OBSI).** If the problem is not resolved to your satisfaction by calling Mogo, you may contact or be directed to the OBSI. The OBSI is independent from us and Mogo and their purpose is to review your complaint when you do not accept our or Mogo's decision. You can reach the OBSI by telephone at 1-888-451-4519, fax at 1-888-422-2865, e-mail at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca), by going on their website at [www.obsi.ca](http://www.obsi.ca) or by mail at 401 Bay Street, Suite 1505, P.O. Box 5, Toronto, ON M5H 2Y4.

#### FINANCIAL CONSUMER AGENCY OF CANADA

If you think that federal consumer protection laws have not been followed, you may contact the Financial Consumer Agency of Canada in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9. You may also contact them at 1-866-461-3222 (English) or 1-866-461-2232 (French), or through their website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca).

#### IN QUÉBEC

You and we have requested that this Agreement and any related documents be written in English. Les parties à la présente convention ont demandé que cette convention et tout document connexe soient rédigés en anglais.

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The Mogo Platinum Prepaid Visa Card is owned and issued by Home Trust Company, a TM licensee of Visa Int.