

## **MOGOPROTECT TERMS AND CONDITIONS**

These MogoProtect Terms and Conditions (collectively, this “Agreement”) are a legally binding agreement between Mogo Finance Technology Inc. (“Mogo”, “we”, “our” or “us”) and you (“you,” “your” or “yours”), and describe the terms under which you agree to use Mogo’s optional subscription service for the monitoring of your Equifax® Canada Co. (“Equifax”) credit bureau for inquiries (“MogoProtect” or “MogoProtect Services”), accessible through the MogoAccount at [www.mogo.ca](http://www.mogo.ca) (the “Mogo Website”) and Mogo’s mobile app (the “Mogo App”) as owned and operated by Mogo and its subsidiaries and/or affiliates.

Both our Privacy Policy & Security Practices and our Terms of Use and MogoAccount Terms and Conditions, are available [here](#) and [here](#), respectively, and are incorporated by reference into this Agreement. Notwithstanding anything stated otherwise in this Agreement, any personal information you provide to us in connection with the MogoProtect Services will be dealt with as described in our Privacy Policy.

### **Acceptance of Agreement**

You may not use the MogoProtect Services and you may not accept this Agreement if you are not legally authorized to accept and be bound by these terms or are not at least the age of majority in your province of residence and, in any event, of a legal age to form a binding contract with Mogo.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT SUBSCRIBE FOR THE MOGOPROTECT SERVICES OR OTHERWISE USE THE MOGOPROTECT SERVICES.

YOUR USE OF THE MOGOPROTECT SERVICES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. WE MAY CHANGE, UPDATE, ADD OR REMOVE PROVISIONS OF THIS AGREEMENT AT ANY TIME BY POSTING THOSE CHANGES ON THE MOGO WEBSITE. YOUR CONTINUED USE OF THE MOGOPROTECT SERVICES AFTER SUCH POSTING WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES TO THIS AGREEMENT YOU MUST STOP USING THE MOGOPROTECT SERVICES.

Before you continue, you should print or save a local copy of this Agreement for your records.

### **1. Description of MogoProtect Services**

MogoProtect is a subscription-based product in the MogoAccount that helps you protect yourself against identity fraud by monitoring your Equifax credit bureau for inquiries. You will be required to provide your payment information when you subscribe for MogoProtect. If you select a monthly subscription, then Mogo will immediately charge \$8.99 (inclusive of applicable tax) to your payment method and will continue to do so on a monthly basis until you cancel your MogoProtect subscription. If you select an annual subscription, then Mogo will immediately charge \$89.99 (inclusive of applicable tax) to your payment method and will continue to do so on an annual basis until you cancel your MogoProtect Subscription. To cancel, log in to your MogoAccount using the Mogo Website, go to Account Settings and toggle MogoProtect “OFF”. If you cancel MogoProtect, you will remain protected until the end of your current monthly or annual billing cycle. There are no refunds or credits for partial months or years.

If you receive MogoProtect as a part of your optional MogoMini Service Bundle (“MSB”) subscription, then you will automatically be enrolled in MogoProtect after your first MSB payment has cleared. In some circumstances, Mogo may be unable to subscribe you to MogoProtect due to an issue with your Equifax credit bureau. In the event that Mogo is unable to subscribe you to MogoProtect as a result of an issue caused by Equifax, you will be required to contact Equifax directly. If Equifax is unable to resolve this issue, then you will not receive MogoProtect as a part of your MSB subscription. If this occurs, you may elect to continue your MSB subscription without using the MogoProtect feature or you may cancel your MSB

subscription. There are no discounts or credits available if you are unable to use MogoProtect as a result of an issue with Equifax.

Once subscribed, you will get a push notification on your mobile device and/or an email (collectively, the "Notifications") whenever a company makes an inquiry into your Equifax credit bureau, which happens when your name is submitted to open a new account or complete an application for credit. Subject to Section 3, Mogo will provide Notifications within 24 hours of the inquiry being reported. You will not receive notifications for inquiries that are reported within 24 hours of you subscribing to MogoProtect. If you notice an unexpected inquiry into your Equifax credit bureau that you did not authorize, you can flag the inquiry and follow the steps provided in your MogoProtect dashboard. As your privacy and security is important to us, we have read-only access to inquiries on your Equifax credit bureau and cannot view or access these inquiries.

To ensure receipt of the Notifications, make sure that 'Notifications' for the MogoApp are tuned to "ON" in your mobile device settings and your email is up-to-date in your MogoAccount settings.

NO ONE CAN PREVENT ALL IDENTITY FRAUD AND MOGO DOES NOT MONITOR ALL TRANSACTIONS AT ALL BUSINESSES. CURRENTLY, MOGO ONLY MONITORS "HARD" INQUIRIES INTO THE EQUIFAX CREDIT BUREAU, BEING THOSE INQUIRIES WHICH AFFECT YOUR CREDIT SCORE. MOGO DOES NOT MONITOR "SOFT" INQUIRIES INTO YOUR EQUIFAX CREDIT SCORE, BEING THOSE INQUIRIES WHICH DO NOT AFFECT YOUR CREDIT SCORE. MOGO CHECKS YOUR EQUIFAX CREDIT BUREAU FOR NEW INQUIRIES ONCE A DAY, 7 DAYS PER WEEK.

## **2. Subscription, Payment and Cancellation**

To subscribe for MogoProtect, log in to your MogoAccount and follow the instructions under the MogoProtect dashboard. MogoProtect may not be offered, applicable or available to you based on eligibility criteria or factors. MogoProtect may also not be available to you due to an error with Equifax - contact Equifax at 1-866-828-5961 to see if you can resolve the issue.

You will be required to provide your payment information when you subscribe for MogoProtect. Mogo will immediately charge \$8.99 (inclusive of applicable tax) for monthly subscriptions or \$89.99 (inclusive of applicable tax) for annual subscription (collectively, the "Subscription Fee") to your payment method and will continue to do so on a monthly or annual basis, as the case may be, until you cancel your MogoProtect subscription. Mogo does not store your payment information. Mogo may change the Subscription Fee from time to time, and will communicate any Subscription Fee changes to you in advance and, if applicable, how to accept those changes. Subscription Fee changes will take effect at the start of the next applicable billing cycle following the date of the Subscription Fee change. As permitted by applicable law, you accept the new Subscription Fee by continuing to use MogoProtect after the Subscription Fee change takes effect. If you do not agree with the Subscription Fee change, you have the right to reject the change by cancelling your MogoProtect subscription prior to the Subscription Fee change going into effect. Please therefore make sure you read any such notification of a Subscription Fee change carefully.

MogoProtect is offered pursuant to a subscription that automatically renews on a monthly or annual basis (as the case may be) indefinitely without further action by you, and the applicable Subscription Fee is charged to your payment method on the same day of each subsequent monthly or annual renewal term. So long as the MogoProtect subscription remains active, you will be entitled to all of the features, benefits, and privileges associated with MogoProtect until the subscription is cancelled by you or otherwise terminates or expires. YOU MAY CANCEL YOUR MOGOPROTECT SUBSCRIPTION AT ANY TIME BY LOGGING IN TO YOUR MOGOACCOUNT USING THE MOGO WEBSITE, GOING TO ACCOUNT SETTINGS AND TOGGING MOGOPROTECT "OFF". IF YOU CANCEL MOGOPROTECT, YOU WILL REMAIN PROTECTED UNTIL THE END OF YOUR CURRENT BILLING CYCLE AND YOUR MOGOPROTECT SUBSCRIPTION WILL BE CANCELLED AT THE END OF YOUR CURRENT BILLING CYCLE. THERE ARE NO REFUNDS OR CREDITS FOR PARTIAL MONTHS OR YEARS. Your purchase date is the day of the month that MogoProtect became effective. If you have surpassed that day in the current month, you will continue to have access to your monthly MogoProtect subscription until that day the following month. If your purchase date is the 29th, 30th, or 31st of the month and the next month does not

have one or more of these dates, you will continue to have access to your monthly MogoProtect subscription until the last day of that month.

### **3. Notifications**

Mogo will provide Notifications within 24 hours of the inquiry being reported. You will not receive notifications for inquiries that are reported within 24 hours of you subscribing to MogoProtect. To ensure receipt of the Notifications, make sure that 'Notifications' for the MogoApp are tuned to "ON" in your mobile device settings and your email is up-to-date in your MogoAccount settings. You should note that Notifications sent to you are not encrypted. You should take steps to protect your email and any devices through which you access or receive such Notifications to safeguard against unauthorized access.

STANDARD TEXT MESSAGING RATES APPLY (INCLUDING WHERE APPLICABLE, ROAMING CHARGES), SO PLEASE CONTACT YOUR MOBILE PHONE PROVIDER FOR DETAILS AND FEES. YOU WILL BE RESPONSIBLE FOR ALL TEXT MESSAGING AND DATA PLAN FEES CHARGED BY YOUR MOBILE PHONE PROVIDER. WHILE WE ENDEAVOUR TO PROVIDE NOTIFICATIONS WITHIN 24 HOURS OF THE INQUIRY BEING REPORTED, WE DO NOT GUARANTEE THE ACTUAL, COMPLETE OR TIMELY DELIVERY OF ANY NOTIFICATIONS. WE ARE NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATED TO, THE FAILURE OF ANY NOTIFICATION TO BE ACTUALLY, ACCURATELY, FULLY OR TIMELY DELIVERED TO YOU FOR ANY REASON WHATSOEVER, INCLUDING THOSE CAUSED BY A TECHNICAL ERROR OR OTHER PROBLEM WITH OUR SYSTEMS, THOSE OF YOUR MOBILE SERVICE PROVIDER, A THIRD-PARTY COMPANY OR ISSUES RELATED TO YOUR EMAIL ACCOUNT OR MOBILE DEVICE.

### **4. Disclaimer of Warranties and Limitation of Liabilities**

MogoProtect contains features that may be of assistance to you in helping to prevent, detect and/or respond to incidents involving certain forms of theft or misuse of your personal information. In addition, you should also consider the availability of information, tools, and resources that may be available to you without charge in the event that you suspect that your identity has been stolen or compromised, or may be subject to, possible theft or misuse. MogoProtect is an information-based product that delivers information to you to help you minimize the risk of identity fraud. For purposes of this Agreement, "identity theft" is when your name, address, social insurance number, debit card, credit card or certain other personally identifiable information is stolen or otherwise taken without your knowledge or approval with the intent to commit crimes or other fraud and "identity fraud" is when someone actually uses that information to impersonate you to commit fraud and get advantage for themselves or someone else. BY SUBSCRIBING FOR MOGOPROTECT, YOU ACKNOWLEDGE AND AGREE THAT NO PRODUCT IS CAPABLE OF PREVENTING OR DETECTING ALL FORMS OF IDENTITY THEFT OR IDENTITY FRAUD. YOU ALSO AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR PERSONAL AND FINANCIAL INFORMATION AND AVOID DISCLOSURES OF ANY SUCH INFORMATION TO ANY INDIVIDUAL OR ENTITY, KNOWN OR UNKNOWN, THAT COULD BE REASONABLY EXPECTED TO IMPROPERLY USE SUCH INFORMATION. MOGO AND ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AND/OR AFFILIATED COMPANIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MOGOPROTECT AND WE DO NOT WARRANT THAT IT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. MOGOPROTECT DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT OR IDENTITY FRAUD AND/OR THE CONSEQUENCES OF IDENTITY THEFT AND IDENTITY FRAUD. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF MOGO OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS AND REPRESENTATIVES, WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO REALIZE EXPECTED SAVINGS OR BUSINESS INTERRUPTION) ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE OR ACCESS THE MOGOPROTECT SERVICES, OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION RELATING TO THE MOGOPROTECT

SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MOGO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST MOGO, AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS AND REPRESENTATIVES IN RESPECT OF ALL MATTERS REFERRED TO IN THE PRECEDING PARAGRAPH. IF FOR ANY REASON OR IN ANY CIRCUMSTANCE MOGO IS FOUND LIABLE TO YOU, THE MAXIMUM AGGREGATE LIABILITY TO YOU, FOR ANY AND ALL CLAIMS ARISING IN ANY WAY FROM OR RELATING TO THE USE (OR INABILITY TO USE), THE MOGOPROTECT SERVICES OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION RELATING TO THE MOGO SERVICES OR OTHERWISE, WILL BE LIMITED TO CDN\$10.00. If you cancel your MogoProtect subscription, we will no longer be obligated to provide the MogoProtect to you, regardless of whether or not a particular act of real and/or suspected identity theft or identity fraud occurred while your MogoProtect subscription was active.

## **5. Term and Termination**

This Agreement will continue to apply to you until terminated by either you or us. Mogo may terminate this Agreement or suspend your access to the MogoProtect Service at any time, including in the event of your actual or suspected non-compliance with this Agreement or the Terms of Use and MogoAccount Terms and Conditions. If you or Mogo terminates the Agreement, or if Mogo suspends your access to the MogoProtect Services, you agree that Mogo will have no liability or responsibility to you and Mogo will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. This section will be enforced to the extent permissible by applicable law. You may terminate this Agreement at any time by cancelling your MogoProtect subscription by logging in to your MogoAccount using the Mogo Website, going to Account settings and toggling MogoProtect "OFF". Notwithstanding such termination, you will remain protected until the end of your current billing cycle and your MogoProtect subscription will be cancelled at the end of your current billing cycle.