

## **PRESIDENT'S CHOICE FINANCIAL DIGITAL WALLET**

### **TERMS OF USE**

#### **1. Introduction**

##### **1.1 What this is**

These are terms that govern what happens when you add your President's Choice Financial MasterCard to your Mobile Wallet.

##### **1.2 Why it is important**

This is an important document because it outlines how your President's Choice Financial MasterCard will operate in your Mobile Wallet and tells you important information about the limitations of both the operation of your Mobile Wallet and our responsibilities to you in respect of the Mobile Wallet.

#### **2. Definitions**

##### **2.1** Just so we understand each other, here are a few important defined words and what we mean when we use them. When these words are capitalized it indicates we intend them to have the meaning described in this definitions section. The words "you", "your", "we", "us" and "our" will always have the meaning described below even when not capitalized.

##### **Account**

"Account" means a President's Choice Financial MasterCard account.

##### **Authorized User**

"Authorized User" is a person who has been issued a Card on the Account at the request of a Primary Cardholder.

##### **Card**

"Card" means any plastic card issued or provided by President's Choice Bank for the Account.

##### **Cardholder**

"Cardholder" refers to the Primary Cardholder and any Authorized User on the Account.

##### **Cardholder Agreement**

"Cardholder Agreement" means the cardholder agreement in place between you and us (as may change from time to time) in respect of your Card and the Account.

##### **Credentials**

“Credentials” means personal access codes, user IDs, PINs, passwords, fingerprints or other information required for you to enter into transactions with your Card using the Mobile Wallet.

**Good Standing**

“Good Standing” means being in full compliance with the Cardholder Agreement.

**Mobile Device**

“Mobile Device” means a mobile phone, tablet, watch or other device that supports the Mobile Wallet.

**Mobile Wallet**

“Mobile Wallet” means the mobile wallet (or other electronic payment system) into which your Card may be enrolled by you on a Mobile Device.

**Mobile Wallet Provider**

“Mobile Wallet Provider” is the organization that provides you with your Mobile Wallet.

**Primary Cardholder**

“Primary Cardholder” is the person in whose name the Account exists and who is responsible for the Account.

**Terms**

“Terms” means these terms of use that govern your use of your Account in a Mobile Wallet.

**We, us and our**

“We”, “us” and “our” means President’s Choice Bank, the issuer of the President’s Choice Financial MasterCard.

**You and your**

“You” and “your” means the Cardholder.

**3. Your Cardholder Agreement**

Your Card is governed by the Cardholder Agreement and it does not change when you add your Card to a Mobile Wallet. The Mobile Wallet just gives you another way of entering into transactions using your Card. The Cardholder Agreement still applies to your use of a Card in the Mobile Wallet.

#### **4. Fees**

We will not charge you any fees for adding your Card to a Mobile Wallet. However, you should understand that the Mobile Wallet Provider and other third parties such as wireless companies or data service providers may charge you fees in connection with your use of the Mobile Wallet.

#### **5. Adding and Using your Card in the Mobile Wallet**

##### **5.1 Adding your Card to the Mobile Wallet**

To add a Card to the Mobile Wallet you will be required to follow the procedures of the Mobile Wallet Provider and any further procedures required by us. We will not allow you to add your Card to a Mobile Wallet if your Account is not in Good Standing or if we cannot, to our satisfaction, authenticate the Card or your identity or if we suspect any fraud on the Card or Account. When a Card is successfully added to a Mobile Wallet, you will be deemed to have accepted these Terms. In addition, if an Authorized User successfully adds a Card to a Mobile Wallet, the Primary Cardholder is deemed to have accepted these Terms.

##### **5.2 Using your Card in the Mobile Wallet**

When you add a Card to the Mobile Wallet, you will have another way of entering into transactions with the Card wherever the Mobile Wallet is accepted as a method of payment. We may place limitations on the transaction amount for transactions entered into using the Mobile Wallet. You should understand that the Mobile Wallet may not be accepted at all merchant locations even if your physical Card is accepted at those merchant locations.

#### **6. The Mobile Wallet**

##### **6.1 The Mobile Wallet Provider**

We are not the Mobile Wallet Provider. We are not responsible for the Mobile Wallet's use or function. You should contact the Mobile Wallet Provider if you have any questions or concerns on how to use the Mobile Wallet or if you are having any problems with the Mobile Wallet. Because we are not the Mobile Wallet Provider, we will not be responsible for:

- the performance or non-performance of the Mobile Wallet;
- if you are unable to use the Mobile Wallet for any transaction; or
- any inconvenience or loss you may suffer if a merchant is not willing or is unable to accept a Card that has been added to the Mobile Wallet.

You should also understand that the Mobile Wallet can be terminated by the Mobile Wallet Provider at any time without telling you in advance.

##### **6.2 Cancelling, Suspending or Removing a Card from the Mobile Wallet**

We may:

- block you from adding a Card to the Mobile Wallet;
- suspend your ability to use a Card to enter into a transaction using the Mobile Wallet; or
- cancel your ability to continue to use a Card in your Mobile Wallet,

in all cases, at any time without telling you in advance, and for any reason, including if we suspect fraud with your Card, if your Account is not in Good Standing, if laws change or if directed to do so by the Mobile Wallet Provider. You may remove a Card from the Mobile Wallet by following the Mobile Wallet Provider's procedures for Card removal. If you are a Primary Cardholder and want to remove an Authorized User's Card from a Mobile Wallet you must contact us at 1.866.246.7262.

## **7. Security**

### **7.1 Security of your Credentials**

You must ensure that you maintain the secrecy of any Credentials used to access your Account in the Mobile Wallet and/or enter into transactions with your Card using the Mobile Wallet. You agree to keep the Credentials confidential and secure from all persons. If you share your Credentials with others, they may be able to access the Mobile Wallet and enter into transactions with your Card. You will be responsible for any transactions completed with Credentials in your Mobile Wallet.

You must tell us about any actual or suspected loss, theft or unauthorized use of your Credentials or Card. Contact us toll free at 1.866.246.7262 (or collect at 647.426.1343).

In addition, given that your Mobile Device can be used like a Card to enter into transactions, you must notify us immediately in the event your Mobile Device is lost or stolen in the same manner as if your actual Card was lost or stolen. We will resolve any unauthorized transactions in accordance with the Cardholder Agreement.

## **8. Things we are not responsible for**

**You acknowledge that the use of your Mobile Wallet is at your own risk**

This means that we are not responsible for:

- the security, accuracy or other aspect of the content or function of the Mobile Wallet;
- the security of information provided to or stored in the Mobile Wallet and used by the Wallet Provider;
- any third party's products or services provided in conjunction with the Mobile Wallet;

- any circumstances that delay, interrupt or otherwise impact or prevent your ability to use a Card in the Mobile Wallet;
- the accuracy of information displayed through the Mobile Wallet on your Mobile Device or otherwise;
- any wireless service or carrier network used to access, use or maintain your Card in the Mobile Wallet;
- the privacy or security of the electronic transmission of personal information through any third party connections or networks; and
- any security breach affecting any information that is stored or sent from the Mobile Wallet or Mobile Device.

## **9. Other things you need to know**

### **9.1 Privacy**

When you add a Card to the Mobile Wallet, we collect certain personal information from both you and the Wallet Provider to:

- enable you to enter into Card transactions using the Wallet;
- verify your identity; and
- authenticate your Card.

We also collect and share with the Mobile Wallet Provider, the payment card network and other service providers, information about you to facilitate using your Card in the Mobile Wallet. We use this information to service and maintain your Card in the Mobile Wallet, to monitor your Account for irregularities, manage fraud, security and misuse of your personal information and to inform you of marketing offers and promotions that are available through the use of your Mobile Wallet that we reasonably believe may be of interest to you. You may unsubscribe from marketing offers at any time.

Whenever a Card is added to a Mobile Wallet the Primary Cardholder will receive a confirmation message. The Primary Cardholder may also receive a confirmation message if a Card is removed from a Mobile Wallet.

You consent to the collection, use and disclosure of your information for these purposes and in accordance with Loblaw Companies Limited Privacy Policy, referred to in the Cardholder Agreement.

You understand that by adding a Card to the Mobile Wallet, third parties, such as your Mobile Wallet Provider, the payment card network and our service providers will have access to certain details with respect to Card transactions made using the Mobile Wallet. Any information you provide to the Mobile Wallet Provider or to any third party is subject to their security policies and is governed by their respective privacy policies and not by the Loblaw Companies Limited Privacy Policy.

## **9.2 Changes**

We may change these Terms at any time. Notice of the change will be provided to you at the most recent e-mail address we have for you, or as otherwise provided by applicable laws. Using your Card in your Mobile Wallet once a change has become effective will signify you agreed to the change.

## **9.3 Notices**

By enrolling your Card into the Mobile Wallet, you consent to receive electronic communications, notifications and messages from us and from our service providers that work on our behalf to service your Account, including enrollment and transaction information. These communications may come by e-mail, SMS text, on your Mobile Device or through the Wallet Provider. You are responsible to update us if your e-mail address or cellphone number changes by using our contact information set out in Section 9.6 of these Terms "How to Contact Us". If you wish to withdraw your consent to receive such electronic notifications you can do so, but if you do, you will not be able to continue to use your Card in the Mobile Wallet.

## **9.4 Governing Law**

These terms will be governed by and interpreted in accordance with the laws of Ontario and applicable laws of Canada. The courts in the Canadian province or territory in which you reside will have exclusive jurisdiction over any disputes arising in connection with the Account or these Terms.

## **9.5 Organization**

The headings and sub-headings in these Terms are provided to make it easier to find information.

## **9.6 How to contact us/contacting the Wallet Provider**

We value customer feedback and encourage you to contact us if you have any questions, disputes or complaints relating to the use of your Card in the Mobile Wallet, by phoning 1.866.246.7262 or by contacting us in the manner set out in the Cardholder Agreement. If you have any questions, disputes or complaints about the Mobile Wallet, please contact the Wallet Provider.

## **10. Language**

The parties hereto specifically request that these Terms and all documents related hereto be drawn up and signed in the English language only. Les parties aux présentes demandent expressément à ce que les présentes modalités et l'ensemble des documents qui s'y rattachent soient rédigés en anglais.

**11. Financial Consumer Agency of Canada (FCAC)**

**11.1** The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions, such as President's Choice Bank. If you have a complaint regarding a potential violation of federal consumer protection laws, you can contact the FCAC in writing at:

Mail: Financial Consumer Agency of Canada,  
427 Laurier Avenue West, 6<sup>th</sup> Floor  
Ottawa, ON K1R 1B9

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

The FCAC will determine whether the financial institution is in compliance. It will not, however, resolve individual consumer complaints.