



Money Mart Electronic Access Agreement

The Money Mart Electronic Access Agreement (the “**Agreement**”) governs how you access and use your Account electronically, including through our website, mobile application, or any other electronic device. It supplements your Cardholder Agreement, which continues to govern your Account. Any capitalized terms used in this Agreement that are not specifically defined here will have the meaning given to them in your Cardholder Agreement. If there is any conflict between this Agreement and your Cardholder Agreement, the terms of your Cardholder Agreement will apply.

1. Definitions

“**Agreement**” means this Money Mart Electronic Access Agreement.

“**Alerts**” mean automated alert messages that may be sent by regular email, telephone, text message, or another method.

“**Alerts Service**” means the feature in your Account which allows you to subscribe to various Alerts for your Account to notify you of certain events or conditions.

“**Electronic Device**” means any electronic device that we allow you to use to access your Account including, but not limited to, a personal computer, cellular phone, telephone, smartphone, wearable device or tablet device.

“**Password**” means a confidential combination of numbers, letters and/or characters you use to sign on to or transact on your Account, any one-time passwords you are sent by email or text message, and the answers to any online Personal Verification Questions you have chosen that permit you to sign on to your Account if you forget your password. If you have enabled the biometric fingerprint or facial recognition feature to sign on to your Account or to access any Services, your password includes any biometric information stored on your Electronic Device and your Electronic Device password.

“**Service**” means any product or service you can access through your Account which can be accessed by an Electronic Device.

“**Security Questions**” means the questions and answers that you may be required to choose, and provide answers to when prompted, to help us confirm that you are the person accessing your Account.

“**User ID**” means the user ID or name you use to sign on to your Account.

“**We, us or our**” means both National Money Mart Company (“**Money Mart**”) or Brim Financial Inc. (“**Brim**”)

“**You, your, yours or yourself**” means each Cardholder.

2. Scope of Services

This Agreement applies only to your electronic access to your Account. All matters relating to your Account itself are governed by your Cardholder Agreement and other related documents. If there is any inconsistency, your Cardholder Agreement will take precedence.

3. User ID, Passwords, and Security

You are responsible for keeping your User ID, Password, and Security Questions confidential. You should never share them with anyone. If you use fingerprint or facial recognition on your device, any stored biometric data may allow access to your Account. If you suspect unauthorized use, you must change your Password immediately and notify us.

4. Your Responsibilities

You are responsible for all activity carried out using your User ID, Password, or device. You must keep your device secure with up-to-date software (such as antivirus programs and firewalls) and review your Account regularly to ensure accuracy. You must not share your password with anyone.

5. Our Responsibilities and Limits of Liability

The limitation of liability in the Cardholder Agreement extends to this Agreement. Additionally, we are not responsible for problems caused by your internet connection, device, or third-party services. We are not liable for delayed, lost, or inaccurate Alerts, or for indirect or consequential losses such as lost opportunities or profits.

6. Alerts

You may choose to receive Alerts by email, text, or phone. Alerts may contain personal information. By enrolling, you consent to receive them in this way. We will make reasonable efforts to send Alerts but cannot guarantee they will always be timely, accurate, or secure.

7. Intellectual Property and Permitted Use

All content, software, and tools provided through our website or mobile app remain our property. You may use them only for personal use and may not copy, modify, or distribute them.

8. Third-Party Services

You may choose to use third-party services, such as account aggregators or financial management tools, to access or display information from your Account. You acknowledge that the use of these services is at your own risk. We are not responsible for any losses that arise from your use of third-party services, even if you provide them with your Account credentials.

9. Electronic Device Requirements

You must ensure that any device you use to access your Account is secure, properly maintained, and supported. This includes installing and updating antivirus software, firewalls, and security patches. We are not responsible for losses resulting from your failure to maintain the security of your device.

10. Changes to this Agreement

We may update this Agreement at any time. We will provide notice through our website, mobile app, email, or account statements. If you continue to use electronic services after notice is provided, you agree to the updated terms.

11. Termination of Access

We may suspend or end your access to online or mobile services at any time, including if we believe your Account is being misused or accessed without authorization. If we do so, you remain responsible for any transactions made before termination.

12. Privacy

Your use of our online services is also subject to our Privacy Policy, which explains how we collect, use, and protect your personal information. By using our electronic services, you consent to the collection and use of your information in accordance with our Privacy Policy.

13. Governing Law

The Agreement will be governed by and interpreted in accordance with the applicable laws of the province or territory in which the Primary Cardholder resides as provided in your application (or the Province of Ontario if you reside outside Canada). You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Account and the Agreement.