

## WALMART REWARDS MASTERCARD ELECTRONIC DELIVERY OF DOCUMENTS TERMS AND CONDITIONS

These terms and conditions outline your agreement with Fairstone Bank of Canada in respect of providing you with your monthly statement of account for your Walmart Rewards™ MasterCard® (the "**Statement**") and other disclosure documents electronically. These terms and conditions replace any previous terms and conditions provided to you in respect of electronic delivery of documents.

### **Definitions**

Unless otherwise defined below, all capitalized items have the meanings given to them in your Cardholder Agreement.

**"Account"** means the Walmart Rewards MasterCard account issued to you by Fairstone Bank of Canada.

**"Cardholder Agreement"** means the Walmart Rewards MasterCard Cardholder Agreement, including the Walmart Rewards Mastercard Disclosure Statement applicable to your Account.

**"We", "our" or "us"** means Fairstone Bank of Canada the issuer of the Walmart Rewards Mastercard.

**"You" or "your"** means the Primary Cardholder under the Cardholder Agreement.

1. These terms and conditions, together with the Walmart Rewards Mastercard Website Terms of Use (the "**Terms of Use**"), the Walmart Rewards Mastercard Online Account Terms and Conditions (the "**Online Account Agreement**") and your Cardholder Agreement will apply to the electronic notification and delivery of your monthly Statement and the electronic delivery of all other disclosures and communications which may be sent to you as outlined in these terms and conditions. In the event of any inconsistency between these terms and conditions and the Terms of Use or the Online Account Agreement, the wording in these terms and conditions will govern.
2. In addition to the electronic delivery of your Statements, you also consent and agree to the electronic delivery of (i) any notices of change to disclosures previously provided to you in respect of your Account; (ii) any changes or modifications to your Cardholder Agreement, and (iii) any other disclosures that may be required by law in respect of your Account or your relationship with us (the Statements and the items referred to in (i) to (iii) above are together or individually referred to as "**eCommunications**").
3. Your consent to receive eCommunications will take effect once we have received your agreement to these terms and conditions with your e-mail address provided

above. Depending on your enrolment date, you will continue to receive statements and letters by mail for one or more statement cycles. During this time, you will also receive eCommunications. This is to help ensure you do not miss any documentation during transition. Once your eCommunications enrolment is set up, you will be notified by e-mail when new eCommunications are available to review online.

4. When your monthly Statement is ready, or when we have any other eCommunications for you, we will send you an e-mail notification to your designated Account Profile email address advising you that your monthly Statement or any other new eCommunication is available for viewing and can be accessed by logging onto Walmart Rewards Mastercard online account at [www.walmartrewardsmc.ca](http://www.walmartrewardsmc.ca). You are responsible for accessing your Statement and all other eCommunications and will be responsible for retaining a copy of your Statement and any other eCommunication. You will be able to obtain, review, print, save and download your monthly Statement or any other eCommunication for a period of 24 months.
5. You acknowledge that your Statement and any other eCommunications are deemed to have been provided to you and are deemed to have been received by you on the day that the Statement or other eCommunications (as applicable) are posted online by us, regardless of whether you actually access the Statement or other eCommunications.
6. We are not responsible if you do not receive email notifications due to your email address changing or being invalid or due to systems failures, interruptions in communications systems, your email settings, or any other reasons. It is your sole responsibility to adjust your email service settings and any anti-spam filters so that you will receive our email notifications.
7. Your electronic monthly Statement is your legal billing statement. You understand and agree that you must promptly access and review your Statement and any accompanying information on at least a monthly basis. In accordance with the terms of your Cardholder Agreement, you are required to review your Statement and check that the information about your Purchases, Cash Advances, interest charges and fees is accurate. If you disagree with any item on your Statement, you must contact us within 30 days of the Statement date. Otherwise, the Statement and our records will be considered accurate, and you may not make a future claim against Fairstone Bank of Canada regarding these items on the Account. The 30-day time period within which you must notify us of any errors on your Statement shall begin on the Statement date regardless of when you receive and/or access the Statement.
8. You also acknowledge that you are responsible for notifying Fairstone Bank of Canada immediately in the event of any change in your e-mail address. You may change your e-mail address while logged the Walmart Rewards Mastercard online account at [www.walmartrewardsmc.ca](http://www.walmartrewardsmc.ca) or by calling customer service at 1-888-331-6133 Monday to Saturday 8am to midnight EST and Sunday 10am to 9pm EST. We may ask you some personal questions when you change your e-mail address to verify the authenticity of any such request. We will have no obligation, liability, or responsibility to you (or to any other person) if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

9. You may withdraw your consent to receive your Statements and other eCommunications electronically at any time. You can do so by accessing the Manage Paper Statements Options on the Profile tab or by calling customer service at 1-888-361-6133 Monday to Saturday 8am to midnight EST and Sunday 10am to 9pm EST. Once we receive any such request, it will take approximately 7 days to process the request and you may continue to receive eCommunications during the processing time.
10. Your Statements and other eCommunications are intended to be viewed in PDF format and require Adobe® Reader, or other compatible software, for view. In order to keep copies for your records, you will need to have access to a printer or have the ability to download information.
11. We may change these terms and conditions at any time by sending you notice electronically. If you do not wish to accept the change, you may terminate your consent to receive eCommunications by providing us with notice as set out in paragraph 9 above. You agree that we can terminate our eCommunications service and revert to printed mailed Statements or other communication for any reason at any time.
12. For greater certainty, in addition to the Disclaimer set out in the Website Agreement and Terms of Use, you acknowledge that not all e-mail communication is secure and therefore you agree that we will have no liability to you whatsoever for any loss, claim or damages arising from or to, any e-mail or other electronic communication that we have submitted to you or you to us, including any failure to receive any e-mail notification or failure to review your Statement, including any failure by you to pay amounts owing on your Account.
13. These terms and conditions will be interpreted in accordance with Canadian law and with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada). In the event of a dispute, you agree that the courts in the province or territory where you reside (or the applicable laws of Ontario if you reside outside of Canada) will have exclusive jurisdiction over any dispute arising in connection with these terms and conditions.
14. I hereby consent to Fairstone Bank of Canada providing me with my Statement and all other eCommunications at the Account Profile e-mail address which I have designated for that purpose.
15. For Customers Residing in Quebec

You confirm that you have expressly requested that these terms and conditions and all related documents be drafted in English. *Vous confirmez avoir expressément demandé que ces modalités et tous les documents s'y rapportant soient rédigés en anglais.*