

# WALMART REWARDS™ MASTERCARD® MOBILE WALLET TERMS AND CONDITIONS

These terms and conditions (“Terms”) apply when you add, use, or remove your Walmart Rewards Mastercard in any Mobile Wallet (defined in Section 1. Definitions) through a compatible Mobile Device (defined in Section 1. Definitions).

Be sure to read and understand this document.

If you have any questions, please call us toll-free at 1-888-331-6133.

## 1. Definitions

Here are a few important defined words and their corresponding meanings. When these words are capitalized, it indicates we intend them to have the meaning described in this definitions section.

- 1.1. **Account** means a Walmart Rewards Mastercard account opened in the name of and for the Primary Cardholder.
- 1.2. **Biometric Information** means information about you in connection with the Mobile Wallet. Such information includes, but is not limited to, fingerprint, faceprint, hand or palm print, scan of your retina or iris, voice print or other unique physiological or biological characteristics.
- 1.3. **Card** means any credit card issued or provided by Fairstone Bank of Canada for the Account.
- 1.4. **Cardholder** means the Primary Cardholder and each Supplemental Cardholder.
- 1.5. **Cardholder Agreement** refers to the Walmart Rewards Cardholder Agreement, including the Disclosure Statement, as it may be amended, modified, supplemented, or replaced from time to time.
- 1.6. **Credentials** means usernames, personal access codes, user IDs, PINs, passwords, fingerprints, or other information (including Biometric Information) required for you to enter into transactions with your Card using the Mobile Wallet or other wallet services.
- 1.7. **Good Standing** means full compliance with the Cardholder Agreement.
- 1.8. **Mobile Device** means a mobile phone, tablet, smartwatch or other device that supports the Mobile Wallet or other electronic payment systems.
- 1.9. **Mobile Wallet** means an electronic payment application, system or service owned and/or operated by a third-party into which your Card may be enrolled or added by you through a Mobile Device.
- 1.10. **Mobile Wallet Provider** refers to the organization that provides you with a Mobile Wallet application.
- 1.11. **Personal Information** means any personal information about you or that you provide to us that is subject to regulation by any Privacy Law and that is in our possession or control.
- 1.12. **Primary Cardholder** means the person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder, and who is liable for all amounts owing under the Cardholder Agreement.
- 1.13. **Privacy Law** means the federal Personal Information Protection and Electronic Documents Act (Canada) and any successor or replacement to that statute and any other legislation or regulation applicable to Fairstone Bank of Canada concerning the protection of information about identifiable individuals.
- 1.14. **Supplemental Cardholder** means a person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder, and who has no liability for any amounts owing under the Cardholder Agreement.
- 1.15. **Terms** means these terms of use that govern your use of your Account in a Mobile Wallet.
- 1.16. **You or your** means each Cardholder unless the context refers only to the Primary Cardholder.
- 1.17. **Walmart** means Walmart Canada Corporation and/or any of its affiliates or service providers.
- 1.18. **Walmart Rewards Dollars Program Terms and Conditions** means the Rewards Dollars Program Terms and Conditions that can be found at [www.walmartrewards.ca](http://www.walmartrewards.ca).
- 1.19. **We, our or us** means Fairstone Bank of Canada.

## 2. Your Cardholder Agreement

The use of your Card is governed by the Cardholder Agreement. You understand and agree that all the terms and conditions of your Cardholder Agreement, including the Privacy Statement referred to in the Cardholder Agreement and available online at [walmartrewards.ca](http://walmartrewards.ca), remain unchanged when you add your Card to a Mobile Wallet and are incorporated into these Terms by reference.

You understand that your use of your Card in a Mobile Wallet is also subject to you agreeing to the terms of use of the Mobile Wallet Provider, third-party wireless companies, and data service providers as well as any other third-party parties involved in the operation of the Mobile Wallet, services related to the Mobile Wallet, transactions conducted using the Mobile Wallet and/or provisions of the Mobile Devices, none of whom are controlled by us.

Special conditions apply to the use of the Walmart Rewards Dollars when you use your Card in a Mobile Wallet. Please refer to the Walmart Rewards Dollars Program Terms and Conditions for full details.

In the event of any conflict between these Terms and the Cardholder Agreement, the Cardholder Agreement shall prevail, to the extent necessary to resolve said conflict.

### 3. Adding and Using your Card in the Mobile Wallet

3.1. **Adding your Card to the Mobile Wallet.** To add a Card to the Mobile Wallet you will be required to follow the Mobile Wallet Provider's procedures and any further procedures required by us. Only the Cards that we indicate are eligible can be added to a Mobile Wallet. Eligibility criteria are subject to our sole discretion.

We will not allow you to add your Card to a Mobile Wallet if:

- your Account is not in Good Standing;
- we cannot, to our satisfaction, authenticate the Card or your identity;
- we suspect any fraud on the Card or Account; or
- we have suspended or terminated your Card's eligibility for use with a Mobile Wallet.

Note that additional requirements or restrictions may be imposed by Mobile Wallet Providers.

When a Card is successfully added to a Mobile Wallet, you will be deemed to have accepted these Terms. In addition, if a Supplemental Cardholder successfully adds a Card to a Mobile Wallet, the Primary Cardholder is deemed to have accepted these Terms.

3.2. **Using your Card in the Mobile Wallet.** When you add a Card to the Mobile Wallet, you will have another way of making transactions with the Card wherever the Mobile Wallet is accepted as a method of payment (at participating merchant's physical and/or e-commerce locations). You should understand that the Mobile Wallet may not be accepted at all merchant locations even if your physical Card is accepted at those same merchant locations. We may, at our sole discretion, place limitations on the transaction amount for transactions made using the Mobile Wallet.

### 4. Mobile Wallet

4.1. **Responsibility of the Mobile Wallet Provider.** We are not the Mobile Wallet Provider and are not responsible for the Mobile Wallet's use or function. 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, please contact the Mobile Wallet Provider.

4.2. **Limitation of our Responsibility.** We are not the provider of the Mobile Wallet and therefore not responsible for its use and function.

This means we are not responsible for:

- the performance or non-performance of the Mobile Wallet;
- your inability to use the Mobile Wallet for any transaction; or
- any inconvenience, injury 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;
- any transaction limit proposed by any third party such as merchants or payment networks;
- the security, accuracy or other aspect of the content or function of the Mobile Wallet;
- any third party's products or services provided in conjunction with the Mobile Wallet;
- any delays caused by or the inability to use the Mobile Wallet for any transactions;
- 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;
- the security of information provided to or stored in the Mobile Wallet and used by the Mobile Wallet Provider; and
- any security breach affecting any information that is stored or sent from the Mobile Wallet or Mobile Device.

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

4.3. **Cancelling, Suspending or Removing a Card from the Mobile Wallet.** We may:

- block you from adding an ineligible Card to the Mobile Wallet;
- suspend your ability to use a Card to make purchases and any other transactions using the Mobile Wallet; or
- cancel your ability to continue to use a Card in your Mobile Wallet.

At any time without advising 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 we may take these actions. You may remove a Card from the Mobile Wallet by following the Mobile Wallet Provider's procedures for removal.

## 5. Fees

Any interest, fees or other charges that apply to your Card and corresponding Account, as applicable, also apply when you use your Card through a Mobile Wallet.

We do not charge you any fees for adding your Card to a Mobile Wallet, or when you use your Card in a Mobile Wallet.

You should, however, 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.

## 6. Security

**6.1. Security of your Credentials.** You agree to keep the Credentials confidential and secure. You must ensure that you maintain the secrecy of any Credentials used to set up or access your Account in the Mobile Wallet and/or enter into transactions with your Card using the Mobile Wallet. If you share your Credentials or Mobile Device with others, they may be able to access the Mobile Wallet or Mobile Device and make transactions with your Card, view transactions on your Mobile Device or obtain your personal information. You will be responsible for any transactions completed with Credentials in your Mobile Wallet.

**6.2. Fraud, Suspected Loss, Unauthorized Use.** You must tell us immediately about any actual or suspected loss, theft or unauthorized use of your Credentials or Card. Contact us toll free from Canada or the United States at 1-888-925-6218 or elsewhere by collect call at 1-647-788-2929. You may also need to notify the Mobile Wallet Provider.

In addition, given that your Mobile Device can be used like a Card to make 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 were lost or stolen. We will resolve any unauthorized transactions in accordance with the Cardholder Agreement.

## 7. Data Protection and Privacy

**7.1. Our Commitment.** The privacy and security of your information are important to us. You consent to the collection, use and disclosure of your information for the purposes indicated in this section and in accordance with Walmart Rewards Mastercard Privacy Statement, referred to in the Cardholder Agreement.

By enrolling your Card in a Mobile Wallet, you agree that we will collect certain personal information from you and share with the Mobile Wallet Provider, as well as third-party connections or the payment card network and with other service providers to:

- add, use and facilitate the use of your Card in the Mobile Wallet;
- verify your identity;
- authenticate your Card;
- perform all services you request;
- assist the Mobile Wallet Provider to improve their service;
- service and maintain your Card in the Mobile Wallet;
- monitor your Account for irregularities, manage fraud, security and misuse of your personal information;
- inform you of marketing offers and promotions 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 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.

We do not collect, use, have control or access to the Biometric Information that you might provide to Mobile Wallet Providers, third parties supporting that Mobile Wallet, or other parties.

**7.2. Mobile Wallet Provider and Third-Party Privacy and Data Protection.** We do not control the privacy and protection of your information that might be collected, used, disclosed, shared, retained, or deleted by the Mobile Wallet Provider or third parties supporting the Mobile Wallet.

Mobile Wallet Providers, or other third parties supporting them, might collect, use, disclose, share, and retain information about you (including Biometric Information) in connection with 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 terms and policies.

We are not responsible for any loss, injury, or other harm you suffer in connection with the Mobile Wallet Provider or other third-party's collection, use, disclosure, sharing, retention, or deletion of your information. We are also not responsible if there is a security breach affecting any information stored in, or sent from, the Mobile Wallet.

## 8. Changes and Termination of these Terms

We may terminate or change these Terms at any time.

**8.1. Notification.** We may make changes to these Terms by giving you subsequent notice of each change, unless advance notice is required by law. Using your Card in your Mobile Wallet once a change has become effective will signify you agreed to the change.

**8.2. Assignment.** We may assign, transfer, or sell our rights, benefits, or obligations under these Terms to a third party, and you consent to this without us having to notify you. If we do so, or if we are considering doing so, you agree that we can disclose information about you and your account to the third party or related party. You may not assign any of your rights or obligations under these Terms.

## 9. Notices

By enrolling your Card into the Mobile Wallet, you consent to receive 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 Mobile Wallet Provider. You are responsible to update us if your e-mail address or mobile phone number changes by using our contact information set out in Section 12 of these Terms "Contacting 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.

## 10. Governing Law

These Terms 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 your Card, your Account, or these Terms.

## 11. Limitations on Our Liability

We will not be liable to you for damages (including special, indirect, and consequential damages) arising from or related to you adding a payment card to a Mobile Wallet, or your access or use of a Mobile Wallet).

To the fullest extent permissible by law, we disclaim all representations, warranties, and conditions of any kind (express, implied, statutory, or otherwise), including but not limited to warranties and all information, products and other content included in or accessible from the wallets, or in or through our provisioning process.

## 12. Contacting Us

If you have any questions about your Account, you can call us toll-free **1-888-331-6133**. You may also contact us in writing at P.O. Box 217, Orangeville, ON L9W 2Z6.

If you have any questions, disputes, or complaints about the Mobile Wallet, please contact the Mobile Wallet Provider.

## 13. Language

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

®/™ Mastercard and World Mastercard are registered trademarks, and the circles design is a trademark of Mastercard International Incorporated. The Walmart Rewards Mastercard® and Walmart Rewards World Mastercard® are issued by Fairstone Bank of Canada. All Walmart trademarks are the property of Walmart Apollo, LLC, and are used by Fairstone Bank of Canada under license.