



Last Updated: February 23, 2023

## **TERMS OF USE AND MOGOACCOUNT TERMS AND CONDITIONS**

These Terms of Use and MogoAccount Terms and Conditions (collectively, this “Agreement”) set forth the terms and conditions that apply to your access and use of [www.mogo.ca](http://www.mogo.ca) (the “Mogo Website”) and the MogoAccount via the Mogo Website and Mogo’s mobile app (the “Mogo App”) as owned and operated by Mogo Finance Technology Inc. and its subsidiaries and/or affiliates. Mogo Finance Technology Inc., its subsidiaries, affiliates and, except as otherwise set out in this Agreement, its third-party providers (where you have applied for or obtained a product or service offered by a third party provider) are collectively referred to in this Agreement as “Mogo”, “we” or “us”, and the Mogo Website, MogoAccount and Mogo App are collectively referred to in this Agreement as “Mogo Services”.

As used in this Agreement, the term “Site” includes all Mogo Services websites, including without limitation, the Mogo Website, pages that are associated or within each website and all devices, applications or services that Mogo operates or offers that link to this Agreement. By accepting electronically (for example, clicking “Sign Me Up” or “Continue”), installing, accessing or using the Mogo Services, you agree to be bound by the terms and conditions of this Agreement and Mogo’s Privacy Policy, as they may be amended from time to time in the future (see Section 20 below). If you do not agree to this Agreement, then you may not use the Mogo Services and must leave the Site immediately.

### **Acceptance of Agreement**

By using the information, tools, features, software and functionality including content, updates and new releases provided by Mogo, of the Mogo Services, you agree to be bound by this Agreement, whether you are a “visitor” (which means that you simply browse the Site), or a “customer” (which means that you have registered for a MogoAccount with us). The term “you” refers to you in your capacity as a visitor and/or a customer. If you wish to become a customer or want to make use of the Mogo Services, you must read and accept this Agreement.

You may not use any of the Mogo 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 or territory of residence and, in any event, of a legal age to form a binding contract with Mogo.

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

## **I. Terms of Use**

### **1. Privacy and Your Personal Information**

We treat privacy very seriously. Any personal information you provide to us in connection with the Mogo Services will be dealt with as described in our Privacy Policy. You can view our Privacy Policy [here](#) and on the Site. You agree to the Privacy Policy, and any changes published by Mogo. You agree that Mogo may use and maintain your personal information according to the Privacy Policy, as part of the Mogo Services. You give Mogo permission to combine information you enter or upload for the Mogo Services with that of other users of the Mogo Services and/or other Mogo products and services. For example, this means that Mogo may use your and other users’ non-identifiable, aggregated data to improve the Mogo Services or to design promotions. Mogo may access or store personal information in multiple countries, including countries outside of your own country, to the extent permitted by applicable law.



If you apply for or take out a product or service that is offered through a third-party provider, then you may be required to review and consent to that third-party provider's privacy policy. If this occurs, then that third-party provider's privacy policy (and not the Mogo Privacy Policy) will dictate how the third-party provider uses, stores and shares your personal information. Mogo's Privacy Policy will continue to dictate how Mogo uses, stores and shares your personal information.

## **2. Description of the Mogo Services**

The Mogo Services include access to the MogoAccount which currently provides instant access to MogoTrade. The Mogo Services are provided to you by Mogo without charge (they are free) and are meant to provide you with a new way to manage your finances through Mogo's multi-product digital platform designed to help consumers get in control of their financial health. Certain products may not be available in all provinces and territories.

The Mogo Services may also present you information relating to third party products or services ("Mogo Offers") that you may be interested in. The Mogo Services may also provide you general tips, recommendations and educational material.

## **3. Permitted Use of the Site**

Anyone is welcome to visit and browse the Site. Only persons who are resident in a Canadian province or territory where Mogo does business and are at least the age of majority in their province or territory of residence may apply for any account, product or services available on or through the Site, including without limitation, a MogoAccount, and by so applying you represent and warrant to Mogo that you meet those qualifications. You may not enter any false, fraudulent, indecent, obscene, profane or otherwise inappropriate information into any application or other data entry form or page located on or through the Site, and you represent, warrant and agree that you will enter only true and accurate information into any form or page related to the Site, you will keep such information updated, and that you will use the Site only in compliance with all applicable laws. You acknowledge and agree that Mogo does and will cooperate with law enforcement officials and agencies in any investigation of potential or alleged violations of any applicable law. You acknowledge and agree that Mogo may investigate (or have investigated on its behalf) allegations of infringement of third party rights or abuse or any other inappropriate use of the Site.

## **4. Mogo Offers and Hyperlinks to Third Party Sites**

Some parts of the Mogo Services are supported by sponsored links from advertisers. The Mogo Services may display Mogo Offers that may be custom matched to you based on information stored in the Mogo Services, queries made through the Mogo Services or other information. We may disclose when a particular Mogo Offer is sponsored or otherwise provided by a third party.

The Mogo Services may contain links to third party websites. These are provided solely for your convenience, and Mogo does not endorse such websites or the products or services offered by them. You should review the terms of use, privacy policy, and other agreements contained on any such third party website before using such third party websites or acquiring any product or service from them, or providing any personal information to them. YOU ACKNOWLEDGE AND AGREE THAT MOGO WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER THAT YOU MAY SUFFER IN RELATION TO THE USE OF ANY THIRD PARTY WEBSITE OR ANY PRODUCT OR SERVICE OFFERED THEREON.



## **5. Your Registration Information**

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your login email address, allows you to access your MogoAccount. That login email address and password, together with any mobile number or other information you provide form your "Registration Information."

If you become aware of any unauthorized use of your Registration Information for the Mogo Services, you agree to notify Mogo immediately.

If you believe that your Registration Information or device that you use to access the Mogo Services has been lost or stolen or that someone is using your MogoAccount without your permission, you must notify Mogo immediately in order to minimize your possible losses by using the online chat option on the Site or by writing to us at Mogo Finance Technology Inc., PO Box 2419 Station Main, Winnipeg, Manitoba R3C 4A7.

## **6. Your Use of the Mogo Services**

Your right to access and use the Site and the Mogo Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site and Mogo Services for lawful purposes. Accurate records enable Mogo to provide the Mogo Services to you. You must provide true, accurate, current and complete information about your accounts maintained at other websites, as requested in our Link Bank feature, and you may not misrepresent your Registration Information. In order for the Mogo Services to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Mogo Services will be affected. You represent that you are the legal owner of, and that you are authorized to provide us with, all Registration Information and other information necessary to facilitate your use of the Mogo Services.

Access and use of the Mogo Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Mogo Services or other actions that Mogo, in its sole discretion, may elect to take. In no event will Mogo be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the Mogo Services, including any associated software or other materials supplied in connection with such services, will be for Mogo to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

From time to time, Mogo may include new and/or updated pre-release features (the "Beta Features") in the Mogo Services for your use and which permit you to provide feedback. You understand and agree that your use of the Beta Features is voluntary and Mogo is not obligated to provide you with any Beta Features. Furthermore, if you decide to use the Beta Features, you agree to abide by any rules or restrictions Mogo may place on them. You understand that once you use the Beta Features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Features back to the earlier version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

## **7. Use with Your Mobile Device**



Use of the Mogo Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. MOGO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (A) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE MOGO SERVICES AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (C) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE MOGO SERVICES.

## **8. Intellectual Property Ownership; Use, and Limits on Use, of Site Content**

Unless otherwise specified, the Site and all of its elements and contents, including without limitation all graphics, text, logos and elements of design and layout of the Site, and its general look and feel (the "Mogo Content") are subject to copyright, trade mark, and other laws protecting intellectual property, and Mogo reserves all such rights. You agree not to intentionally, and to take all reasonable steps not to inadvertently, alter, corrupt, delete or add to the Site or any of the Mogo Content, or to alter or interfere with or attempt to alter or interfere with the operation of the Site, or to transmit or otherwise install or deliver to the Site any virus, worm or other damaging, invasive or disabling computer code that may control, monitor or otherwise affect the operation of the Site. Except as specified in this Agreement or as otherwise agreed by Mogo in writing, you may not save, copy, print, display, reproduce, distribute, publish, license, resell, modify or create derivative works from, any Mogo Content, or otherwise use any Mogo Content in any manner not expressly permitted herein.

Despite the previous paragraph, without waiving its copyright or any other proprietary rights in any such material, Mogo hereby grants you a fully revocable, non-exclusive license to view and print agreement terms, documents and agreement-related information visible on the Site, provided that: (a) such material may only be used for non-commercial/informational purposes; (b) subject to paragraph (c), you may not modify any such material from the form in which it prints directly from the Site, and must retain any copyright or other proprietary notices visible on the Site; (c) if you distribute any copy of such material as permitted by this clause, each copy which you distribute contains or has attached a copy of this Agreement and the Privacy Policy in their respective entireties; (d) you may not resell or otherwise charge any amount for providing such material to any other person; and upon notice from Mogo of revocation of this license in writing or otherwise, you (and any person to whom you have at that time distributed a copy of any such material) will immediately cease the use of, and destroy, all such copies, except as may be required by law. Further, automated or systematic downloading or retrieval of any Mogo Content from the Site is prohibited, as are your use of the Site to sell a product or service or to increase traffic to your website for commercial reasons.

## **9. Availability of Site, Products and Services**

The Site is visible across the world wide web and can therefore be viewed outside of Mogo's home jurisdiction. The mere fact that you can view the Site from your jurisdiction does not imply that the products or services described on the Site are now, or will in future be, available in your jurisdiction.

## **10. Access and Interference**

You agree that you will not:



- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Mogo Services or any portion of the Mogo Services, without Mogo's express written consent, which may be withheld in Mogo's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Mogo Services, other than the search engines and search agents available through the Mogo Services and other than generally available third party web browsers (such as Microsoft Explorer, Google Chrome or Safari);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Mogo Services;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Mogo Services; or
- Attempt to gain unauthorized access to any portion of the Mogo Services.

## **11. Rules for Posting**

As part of the Mogo Services, Mogo may allow you to post content on blogs and at various other publicly available locations on the Site. These forums may be hosted by Mogo or by one of our third party service providers on Mogo's behalf. You agree in posting content to follow the following rules:

- You are responsible for all content ("Your Content") you submit, upload, post or store through your use of the Mogo Services or the Site. You grant Mogo a worldwide, royalty-free, non-exclusive license to host and use any of Your Content provided through your use of the Mogo Services. Archive Your Content frequently. You are responsible for any of Your Content that is lost or unrecoverable. You must provide all required and appropriate warnings, information and disclosures. Mogo is not responsible for Your Content or data you submit through the Mogo Services. You have full responsibility for your Content, including its legality, reliability, appropriateness, originality, and copyright. By submitting Your Content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of Your Content in connection with the Mogo Services and our business, including without limitation, in future modifications of the Mogo Services, Beta Features, other products or services, and for promoting and redistributing part or all of the Site and the Mogo Services in any media formats and through any media channels. You also hereby grant each visitor a non-exclusive license to access Your Content through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform Your Content as permitted through the functionality of the Mogo Services and under this Agreement.
- You agree not to use, nor permit any third party to use, the Mogo Services to: (a) post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person; (b) post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive, that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law, or that is otherwise inappropriate; (c) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized



copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; or (d) interfere with other visitors' and customers' use of the Mogo Services, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Site, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Mogo Services infrastructure or that negatively affects the availability of the Mogo Services to others.

- Except where expressly permitted, you may not post or transmit charity requests, petitions for signatures, franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters, or letters relating to pyramid schemes, or any advertising, promotional materials or any other solicitation of other users to use goods or services.

The Mogo Services may include a community forum or other social features to exchange information with other users of the Mogo Services and the public. Mogo does not support and is not responsible for the content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Mogo is not responsible.

## **12. Social Media Sites**

Mogo may provide experiences on social media platforms such as Facebook®, Twitter®, Instagram®, TikTok®, YouTube®, Reddit®, Discord® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.



### **13. Disclaimer of Representations and Warranties**

While Mogo uses reasonable efforts to include accurate and up-to-date information on this Site, it makes no representations or warranties, and provides no conditions, as to the truth, accuracy, reliability, usefulness, timeliness or completeness of that information. Mogo does not guarantee, and provides no warranties or conditions, that the Site or the Mogo Services will be sufficient or appropriate for every individual or situation, will be current, uninterrupted or error free. THE SITE, THE MOGO CONTENT AND THE MOGO SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND YOU USE THIS SITE AND THE MOGO SERVICES AT YOUR OWN RISK. THE MOGO CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE INFORMATION PROVIDED MAY NOT BE ACCURATE OR CURRENT, MAY NOT APPLY TO YOUR PARTICULAR SITUATION, OR MAY NOT BE SUITABLE OR APPROPRIATE FOR YOU. MOGO STRONGLY URGES YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE INFORMATION IT PROVIDES, AND YOU ACKNOWLEDGE THAT THE SITE AND THE MOGO SERVICES ARE NOT INTENDED TO, AND SHOULD NOT BE CONSIDERED TO, PROVIDE ANY LEGAL, TAX, FINANCIAL PLANNING OR ACCOUNTING ADVICE. If you require advice in such fields, you should consult the appropriate professional advisors. MOGO MAKES NO WARRANTY OR REPRESENTATION, AND PROVIDES NO CONDITION, THAT THE SITE OR THE MOGO SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. You are strongly advised to obtain and use appropriate antivirus and security software. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOGO HEREBY EXPRESSLY DISCLAIMS AND BY USING THIS SITE AND THE MOGO SERVICES YOU WAIVE ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, COMPATIBILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, QUALITY OR FITNESS FOR PARTICULAR PURPOSE OR THE RESULTS THAT MAY BE OBTAINED FROM THE SITE OR THE MOGO SERVICES, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. You specifically agree that Mogo will not be responsible for unauthorized access to or alteration of the Site or any of the Mogo Services or your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site or relating to the Mogo Services. You specifically agree that Mogo is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Mogo is not responsible for any content sent using or included in the Site or any of the Mogo Services by any third party.

### **14. Not a Financial Planner, Broker or Tax Advisor**

NEITHER MOGO NOR THE MOGO SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX, FINANCIAL PLANNING OR ACCOUNTING ADVICE. MOGO IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Mogo Services are intended only to assist you in managing your finances and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Mogo Services may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from an accountant or other financial advisers who are fully aware of your individual circumstances.

### **15. Limitation of Liability**



TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF MOGO OR ANY THIRD PARTIES MENTIONED ON THE SITE AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES, LICENSORS, SERVICE PROVIDERS AND REPRESENTATIVES, SHALL 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 THE USE (OR INABILITY TO USE) THE SITE, THE MOGO SERVICES, THE MOGO CONTENT, THE INFORMATION ON OR ANY LINK, PRODUCT OR SERVICE AVAILABLE THROUGH THIS SITE OR ANY OF THE MOGO SERVICES, OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITE OR RELATING TO THE MOGO 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, MANDATARIES, 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 SITE, THE MOGO SERVICES, THE MOGO CONTENT, THE INFORMATION ON OR ANY LINK, PRODUCT OR SERVICE AVAILABLE THROUGH THE SITE OR RELATING TO THE MOGO SERVICES, OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITE, RELATING TO THE MOGO SERVICES OR OTHERWISE, SHALL BE LIMITED TO CDN\$10.00.

#### **16. Your Indemnification of Mogo**

You agree to indemnify and hold harmless Mogo, its affiliates, directors, officers, agents, mandataries, employees, licensors, service providers and representatives for all losses, damages, expenses and costs, including reasonable legal counsel fees, arising from or in connection with any breach by you of this Agreement and/or your use or misuse of the Site or any Mogo Services or Mogo Content.

#### **17. Hyperlinks from Third Party Site**

We hereby provide consent to you creating a single hyperlink to any page of the Site, provided that: (a) The content of the website ("your site") from which you link to the Site is not offensive under, or in breach of, your local laws and standards or those of Canada, and in particular the content of your site does not promote or positively portray unlawful activity, violence or intolerance of any sort; (b) Your site is in compliance with all laws applicable in the jurisdiction in which it is hosted and all laws of Canada; (c) Your site does not misrepresent, overstate, exaggerate, or otherwise deceptively describe the Site, Mogo or the relationship between your site and either the Site or Mogo; (d) Your site does not disparage or in any way negatively portray Mogo, the Site, or any product or service offered by Mogo or on the Site; (e) Your site, including the link permitted under this provision, does not infringe on any intellectual property right of Mogo. More specifically (but without limiting the breadth of the previous sentence), your site does not use any material, logo, text, image, video, or graphic in which Mogo holds copyright or is a trademark or service mark (registered or unregistered and whether or not any identifying "TM", "SM", or ®/ "R" in a circle marking is used in association with such marks) of Mogo (including any logo or URL of Mogo, including the URL of the Site) except to the extent necessary to identify and link to the Site, and then only provided that a notice acknowledging Mogo's ownership of the intellectual property is clearly displayed; (f) Your site does not, and no other website owned, controlled, or affiliated with you or your site,





frames, mirrors, or otherwise displays any portion or content of the Site; and (g) You will, without any claim whatsoever arising there from, immediately upon request from a representative of the Site by telephone, facsimile, mail, email, or any other form of communication, remove any or all links to the Site from your site(s) as requested by such representative of the Site, whether or not such representative provides any reason or justification for such request. Your right to create any such link, in addition to be revocable as described above, is non-exclusive, and you acknowledge and agree that such right does not in any way provide you with any right or license (express, implied, by estoppel, or otherwise) in or to any Site content or any intellectual property of Mogo (or any third party the intellectual property of which is present or visible on the Site), including any copyright, trademark, service mark, patent, trade secret, trade dress or otherwise. Except as set out in this Section 17, you may not create any link to the Site without our express prior written consent.

## **18. Claims of Copyright Infringement**

If you believe that material in which you hold copyright is visible on the Site without your consent, please contact us immediately at: Mogo Finance Technology Inc. PO Box 2419 Station Main Winnipeg, Manitoba R3C 4A7. Please provide details of where the material is visible along with a description of the material, as well as your own name and contact information and such other information as is reasonably necessary to allow us to determine whether the Mogo Content in question infringes.

## **19. Ending Your Relationship with Mogo**

This Agreement will continue to apply until terminated by either you or Mogo as set out below. If you want to terminate this Agreement as it relates to your MogoAccount, you may do so by contacting us to close your MogoAccount. Your MogoAccount will be closed and your ability to log in deactivated within ten (10) days of your request. Your MogoAccount data will be removed as explained in our Privacy Policy.

To remove Mogo from your mobile device(s), delete the Mogo App. However, deleting the Mogo App will not delete your MogoAccount, it will only delete the data from the device.

Mogo may at any time, terminate its Agreement with you and access to the Mogo Services: (a) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); (b) if Mogo in its sole discretion believes it is required to do so by law (for example, where the provision of the Mogo Service to you is, or becomes, unlawful); or (c) for any reason and at any time with or without notice to you.

You acknowledge and agree that Mogo may immediately deactivate or delete your MogoAccount and all related information in or relating to your MogoAccount and/or prohibit any further access to the Mogo Services by you. Further, you agree that Mogo will not be liable to you or any third party for any termination of your access to the Mogo Services. We encourage you to download and retain copies of any agreements relating to the Mogo Services before requesting that we close your MogoAccount.

## **20. Modifications**

Mogo reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or Mogo Services with or without notice. Mogo reserves the right to change the Mogo Services, including applicable fees, in our sole discretion and from time to time. If you do not agree to the changes after receiving a notice of the change to the Mogo Services, you may stop using the Mogo Services. Your use of the Mogo Services after you are notified of any change(s) will constitute your agreement to such change(s). You agree that Mogo will not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Mogo Services.



Mogo may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Site). In addition, this Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to this Agreement when you use the Mogo Services after those changes are posted.

## **21. Governing Law and Forum for Disputes**

Except as otherwise specified in the specific terms of any agreement arising through your use of the Site or any of the Mogo Services: (a) this Agreement is to be interpreted and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to principles of conflicts of laws; and (b) the courts located in Toronto, Ontario and the courts of appeal therefrom will have exclusive jurisdiction to hear and decide any and all disputes arising under this Agreement or otherwise arising from or relating to the Site, the Mogo Services and/or any Mogo Content. In the event that the laws of the Canadian jurisdiction in which you reside require that the laws of such jurisdiction apply to this Agreement and/or a venue located in such jurisdiction to hear all disputes arising under this Agreement, the foregoing governing law and/or venue, as applicable, will not apply to you.

## **22. Entire Agreement; Severability; Language**

Unless otherwise specified in this Agreement, this Agreement constitutes the entire agreement between you and Mogo with respect to the Site and the Mogo Services and supersedes all prior or communications and agreements (whether oral, written, or electronic) between you and Mogo with respect to the Site and the Mogo Services. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents y afférents soient rédigés en anglais.

## **23. Waiver**

Mogo's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of that right or provision. All such waivers will be in writing and duly signed by Mogo.

## **24. Voluntary Limitation Period**

Regardless of any statute or law to the contrary, any claim and any cause of action against Mogo arising out of or related to use of the Site, the Mogo Services, the Mogo Content, this Agreement, or any other product or service available on or through the Site must be filed within one (1) year after the claim or cause of action arose.

## **25. SUPPLEMENTAL MOGOACCOUNT TERMS AND CONDITIONS**

These supplemental MogoAccount Terms and Conditions apply to the MogoAccount and will prevail over any conflict or inconsistency with the Terms of Use set out above. Capitalized terms not otherwise defined below have the meanings provided above.

## **26. MogoAccount**

The MogoAccount is currently available to individuals who have reached the age of majority and reside in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland, Yukon, the Northwest Territories or Nunavut and have passed identity



verification. We will verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, such as your social insurance number, and/or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information you provide against third party databases or through other sources. If you do not provide this information or Mogo cannot verify your identity, we can refuse to allow you to register for a MogoAccount.

In order for Mogo to verify your identity and prevent fraudulent activity, you authorize your wireless operator (such as Bell, Rogers, Telus, Videotron, or any other branded wireless operator) to disclose to Mogo Finance Technology Inc. and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. This information will be handled by Mogo according to our Privacy Policy.

The MogoAccount and certain of the MogoAccount Benefits may not be offered, applicable or available to you based on residency, age or other eligibility criteria or factors. We may suspend or revoke your MogoAccount or any and all of your MogoAccount Benefits without notice to you at any time for any reason, including due to your inactivity or if you fail to comply with this Agreement. Without limiting the generality of the foregoing, Mogo reserves the right to suspend or revoke any existing MogoAccount Benefits if you are in default of your obligations with respect to any MogoAccount Benefits and/or related products and services. Mogo reserves the right to suspend, revoke or terminate your MogoAccount and/or any of the MogoAccount Benefits and/or to disqualify you from participating in any promotional contests, incentives if it believes, in its sole discretion, that you are engaged in actual or suspected fraudulent or other improper activities including, without limitation, engaging in "manufactured spending" and/or any other similar technique or activities.

## **27. MogoAccount Notifications**

By registering for a MogoAccount, you agree that we may send you account-based information and alerts regarding your MogoAccount or your MogoAccount Benefits (collectively, your "MogoAccount Notifications") by email, text and/or push notifications on your mobile device on a periodic basis. MogoAccount Notifications will be sent by email to the email address or by text message (standard text messaging rates may apply) to the mobile phone number you provided for your MogoAccount. If your email address or your mobile phone number changes, you are responsible for informing us of that change. MogoAccount Notifications via push notifications can be turned on or off in the Account section of the Mogo App or in your mobile device settings.

Mogo may add new MogoAccount Notifications from time to time, or cease to provide certain MogoAccount Notifications at any time upon its sole discretion.

You understand and agree that any MogoAccount Notifications provided to you may be delayed or prevented by a variety of factors. Mogo may make commercially reasonable efforts to provide MogoAccount Notifications in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any MogoAccount Notification. Mogo will not be liable for any delays, failure to deliver, or misdirected delivery of any MogoAccount Notification; for any errors in the content of a MogoAccount Notification; or for any actions taken or not taken by you or any third party in reliance on a MogoAccount Notification.



## **28. Link Bank Feature**

The “Link Bank” feature is intended to verify your authority and access to external financial accounts by confirming your ability to access the external financial accounts. Your use of the Link Bank feature is subject to the terms and conditions of this Agreement. Proceeding with using the Link Bank feature constitutes your consent to and acceptance of this Agreement.

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your Account Information (as defined below).

By using the Link Bank feature, you authorize Mogo and its supplier (“Supplier”) to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant Mogo and Supplier a limited power of attorney, and you hereby appoint Mogo and Supplier as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party websites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN MOGO OR SUPPLIER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY WEBSITES, MOGO AND SUPPLIER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Link Bank feature is not endorsed or sponsored by any third party account providers accessible through the Link Bank feature. You are licensing to Mogo and Supplier any information, data, passwords, materials or other content, including without limitation, your account balance and transaction data, (collectively, “Account Information”) you provide through or to the Link Bank feature. Mogo and Supplier may use, modify, display, distribute and create new material using such Account Information to provide the Link Bank feature to you. By submitting Account Information, you automatically agree, or promise that the owner of such Account Information has expressly agreed that, without any particular time limit, and without the payment of any fees, Mogo and Supplier may use the Account Information for the purposes set out above.

You agree that the results of the Link Bank feature are for use by you and Mogo and its service providers only in connection with the MogoAccount, using the Mogo Website and/or Mogo App. You agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Link Bank feature.

YOU AGREE THAT NEITHER MOGO NOR SUPPLIER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF MOGO OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE LINK BANK FEATURE OR ANY OTHER MATTER RELATING TO THE LINK BANK FEATURE, INCLUDING BUT NOT LIMITED TO: (A) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (B) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE LINK BANK FEATURE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANYONE ON THE LINK BANK FEATURE; OR (E) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY



THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to indemnify and hold harmless Mogo and Supplier and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the Link Bank feature or your violation of the terms and conditions of this Agreement.

You agree that Supplier is a third- party beneficiary of the above provisions, with all rights to enforce such provisions as if Supplier were a party to this Agreement.

As part of the Link Bank feature, you will also be required to enter into an Authorization for Pre-Authorized Debits (PAD) (the "PAD Agreement"). [Click here](#) to view a copy of the PAD Agreement.

## 29. General Contest Rules

No purchase necessary. Odds of winning any prize depend on the total number of eligible entries received during the applicable contest period. After selecting the potential winner(s) for a draw, Mogo, acting reasonably, will attempt to contact the potential winner(s) by sending a notification email (the "**Notification Email**") to the email address associated with each potential winner's MogoAccount. To be declared a winner, a potential winner must correctly answer a skill-testing question and may be required to complete a release or other documentation confirming compliance with these General Contest Rules and/or provide documentation to validate identity. These General Contest Rules are supplemental to any specific contest Rules included in any promotional materials. Such specific rules will supersede and prevail these General Contest Rules in the event of any conflict. Unless otherwise specified, Contests are not open to employees of Mogo or any of its subsidiaries, or members of the immediate families of such employees or any person with whom such employee is domiciled. All contests are void where prohibited by law.

To participate in any Mogo Contest, you must be a MogoMember that: (a) has passed Mogo Finance Technology Inc.'s ("**Mogo**") Know Your Client requirements; (b) has been granted access to the MogoAccount dashboard by Mogo; (c) has not otherwise been flagged for actual or suspected fraudulent activity by Mogo in its sole and absolute discretion; (d) is not in default of your obligations with respect to any one or more of the products and/or services available through the MogoAccount and (e) has a valid e-mail address associated with your free MogoAccount.

By entering any Mogo contest, you agree to (a) fully and unconditionally comply with and be bound by these General Contest Rules and Mogo's decisions which are binding and final in all matters relating to such contest and (b) release, indemnify and hold harmless each of Mogo and its affiliates and related third parties, advertising and promotional agencies, Instagram, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (collectively, the "**Released Parties**") from any liability, claim or damage (including but not limited to personal injury, bodily injury, disability, death, third party intellectual property rights, copyright infringement, identity theft, privacy and defamation actions, misappropriation of likeness actions, property damage and loss or damage of any other kind) arising directly or indirectly, in whole or in part, from or in connection with this Contest or your participation in the Contest or in any contest-related activities, or any breach by you of your obligations, or any use, collection, storage and disclosure of your personal information, or, if declared a winner, a prize (including the use and misuse of any prize). You will indemnify and hold each of the Released Parties harmless in the event it is discovered that you have departed from or not fully complied with any of these General Contest Rules. This release and indemnity will continue in force following the termination of a contest and/or the awarding of any prize.



Certain contests may provide for an “Alternate Entry Option”. If the applicable contest specifies that an Alternate Entry Option is available, then you may enter that contest using the following method: On a plain piece of paper, hand write your name, address, city, province or territory, postal code, telephone number, and the e-mail address associated with your MogoAccount and a unique and original 250 word or more essay on the following topics: “What is your favourite Mogo product or service and why?” and mail your entry to: Attention: Mogo Contest, 2100 – 401 West Georgia Street, Vancouver, British Columbia V6B 5A1. Entries must be received by Mogo during the applicable Entry Period for the applicable Entry Deadline. For each fully unique essay submitted in this manner during the specified entry period, you will receive one (1) entry. If you elect to enter using the “Essay Entry” option, you represent and warrant that you have all of the rights and title to the content of your essay, that it has not been previously published and that it does not infringe on someone else’s intellectual property rights. If it is later found that your essay does infringe another’s rights, you agree to indemnify Mogo. **You acknowledge and agree that Mogo may (but is not required to) reproduce your entry essay, in whole or in part, on its website, in its marketing, on social media, or any other medium, in its sole discretion, at any time, in perpetuity, and to identify you as the author of that essay by your first name and last initial, whether or not you are selected as a winner.** By submitting your essay you also give Mogo the irrevocable, non-exclusive, royalty-free, worldwide licence in perpetuity to use, reproduce, store, copy, broadcast, distribute, edit, alter, combine, publish, post, commercialize and/or otherwise use your essay without limitation, in its sole discretion, at all and you waive all moral rights you may have in the essay. All entries become the sole property of Mogo and will not be returned for any reason. Entries generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, incomplete or inaccurate are void. An entry may be rejected if, in the sole and absolute discretion of Mogo, the entry is not submitted and received in accordance with these General Contest Rules during the applicable contest period or are otherwise not in compliance with these General Contest Rules. **You may not use the Alternate Entry Option to obtain additional entries in any contest and must otherwise comply with all terms of the contest.**

Neither Mogo nor any of its subsidiaries or affiliates assumes any responsibility or bears any liability whatsoever in any way for (i) any participation in a contest; (ii) any entries that are delayed, stolen, misdirected, lost, destroyed or damaged; (iii) any failure or slowdown of programs or software supporting, connected to or related to this Contest; (iv) any problems or technical malfunctions of any kind, including without limitation computer systems, servers, equipment or software, however caused; or (v) any inability of any winner to accept a prize for any reason.

Mogo reserves the right to modify, amend, withdraw, or terminate any contest and to modify these General Contest Rules at any time, including the methods of entry and the maximum allowable number of entries per entrant, and/or the draw dates, without prior notice, subject to applicable laws. All contest entries become the property of Mogo and its subsidiaries and affiliates and none will be returned. All contests are subject to applicable federal, provincial or municipal laws and regulations. All prizes are non-transferable and must be accepted as awarded.

Mogo is not responsible for typographical or other errors in the offer or administration of any contest, including but not limited to: errors in advertising, these General Contest Rules, the selection and announcement of a winner, or the distribution of a prize.

Any claim or legal action arising or occurring with respect to any contest, or the awarding, acceptance, use, or misuse of any prize, will be governed exclusively by British Columbia law, and will be resolved exclusively in either the federal or provincial courts located in Vancouver, British Columbia.

**PRIVACY / USE OF PERSONAL INFORMATION.** By participating in a Contest, you grant to Mogo and its subsidiaries and affiliates the right to use your personal information for the administration of the Contest,



including contacting you if you are a potential winner and the awarding of a Prize. You hereby agree to provide and allow your first name, last initial, your city and province of residence, your picture and your social media username(s) (as applicable) to be displayed on Mogo's website (<https://www.mogo.ca/>), Mogo's Facebook page, Twitter page, and/or Instagram page, and/or related social media and other such marketing or promotional materials prepared by Mogo without additional compensation if you are declared a winner. Your personal information will be governed by Mogo's privacy policy, which is located at <https://www.mogo.ca/privacy-policy>.

**Mogo contests are in no way sponsored, endorsed or administered by, or associated with Apple, Android, Facebook, Twitter or Instagram.** By participating in any contest, you understand that you are providing your information to Mogo and not to Apple, Android, Facebook, Twitter or Instagram.

Sponsor/Administrator: The Sponsor and Administrator of all Mogo contests is Mogo Finance Technology Inc., 2100-401 W Georgia Street, Vancouver, BC V6B 5A1.