

## Neo Platform Terms and Conditions

Last Updated: November 6, 2023

*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND NEO FINANCIAL TECHNOLOGIES INC. (“NEO”, “ WE”, “ OUR” or “US”) IN RESPECT OF ACCESS AND USE OF NEO’S WEBSITE LOCATED AT WWW.NEOFINANCIAL.COM, AND ANY SUBDOMAINS USED IN CONNECTION WITH OR RELATED TO THE SAME AND ANY FUTURE VERSIONS (“WEBSITE”) AS WELL AS NEO MOBILE APPLICATIONS (“NEO APP”). TOGETHER THE NEO APP AND THE WEBSITE CONSTITUTE THE (“NEO PLATFORM”).*

*THESE TERMS AND CONDITIONS APPLY TO ALL USERS OF THE NEO PLATFORM, INCLUDING MERCHANTS AND SERVICE PROVIDERS, PERSONS WHO DOWNLOAD THE NEO APP AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE WEBSITE (“CONTENT”).*

*IN ORDER TO USE THE NEO PLATFORM, YOU HAVE REACHED AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. YOU MUST BE A RESIDENT OF CANADA. NEO DOES NOT PERMIT THE USE OF THE NEO PLATFORM ON BEHALF OF ANOTHER PERSON OR ENTITY. THE TERM “USER”, “YOU” OR “YOUR” REFERS TO THE INDIVIDUAL, AS APPLICABLE, ACCESSING OR OTHERWISE USING NEO PLATFORM OR THE NEO SERVICES.*

*THE NEO PLATFORM IS USED TO DELIVER FINANCIAL SERVICES WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE NEO CARDHOLDER AGREEMENT AND MONEY ACCOUNT AGREEMENT.*

*BY ACCESSING, BROWSING AND USING THE NEO PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS OR USE THE NEO PLATFORM.*

## 1. User & Applicable Terms

- a. Users. The Neo Platform facilitates access by customers and other users of the Neo Platform ("Customers") to various services, including financial services offered in association with other financial institutions *as well as* rewards and other products and services (collectively "Neo Services"), some of which are offered by vendors through the Neo Platform ("Merchants"). Collectively, Customers and Merchants constitute "Users" of the Neo Platform and these Terms and Conditions apply to all Users.
- b. Privacy Policy. Neo's Privacy Policy ("Privacy Policy") applies to the Neo Platform and Neo Services, and is available at [www.neofinancial.com/privacy-policy](http://www.neofinancial.com/privacy-policy) or upon request. The Privacy Policy may be amended from time to time. By agreeing to these Terms and Conditions, you are also agreeing to the terms of the Privacy Policy and you undertake to review those terms, as such may be amended from time to time.
- c. Additional Terms. These Terms and Conditions are for access and use of the Neo Platform, and are in addition to separate agreements with Neo with respect to Neo Services. In the event of any conflict between these Terms and Conditions and these additional agreements, the terms of such additional agreements will prevail.
- d. Service Providers. These Terms and Conditions are entered into between you and Neo. We may contract with third-party service providers, including merchants, financial service providers and other parties ("Service Providers") with respect to one or more of the Neo Services or parts thereof. Neo, and not its Service Providers, is solely responsible for the Neo Platform, including any maintenance and support, and its content. However, you agree that the Service Providers, along with their respective affiliates, are third-party beneficiaries of these Terms and Conditions. Upon your acceptance of these Terms and Conditions, the Service Providers will have the right to enforce these Terms and Conditions against you *as third-party beneficiaries* with regard to their respective services.
- e. Modification of these Terms or Neo Platform. Subject to applicable law, we reserve the right to restrict, suspend or otherwise change any aspect of the Neo Platform, and we may modify all or one or more parts of these Terms and Conditions at any time. In the event these Terms and Conditions, or any material

aspect of the Neo Platform, is changed, we will provide you advance notice by posting a notice and the amended Terms and Conditions on the Neo Platform, and if you have a Neo Account (as defined below), by sending you notice using your registered email or mailing address. Your continued use of the Neo Platform following such notice will constitute your consent to any amendments to these Terms and Conditions, or any other aspect of the Neo Platform. If you do not agree to any such amendments, you may stop using the Neo Platform without cost or penalty.

## **2. Neo Accounts**

- a. **Accurate Information.** You represent and warrant that all information supplied by you through or for the Neo Platform (including information provided by you to create an account for use of the Neo Platform (a “Neo Account”) or in connection with your use of the Neo Services is true, accurate, current and complete.
- b. **Security of Neo Accounts.** Any Neo Account must be kept secure and you agree that you will not share or disclose your Neo Account credentials with anyone. Neo will not be liable for any loss or damage arising from your failure to safeguard your Neo Account or use by any third person of your credentials. You must use a strong password and limit its use to your Neo Account.
- c. **Suspension or Termination of Access to Neo Platform.** We may suspend or terminate your ability to access the Neo Platform, at any time if we believe you may have violated these Terms and Conditions or other agreements for use of the Neo Platform or Neo Services, or that you may create risk or possible legal exposure for us. We may also suspend your ability to access the Neo Platform if: (i) you have not accessed your Neo Account for more than twelve months; or (ii) to maintain or protect the integrity or operation of the Neo Platform. Suspension or termination may also include removal of some or all of the materials uploaded by you. You acknowledge and agree that all suspensions or terminations may be made by Neo in its sole discretion and that Neo will not be liable to you or any third party for any suspension or termination of your access or removal of any of the materials uploaded by you to the Neo Platform. Neo will suspend your access only for as long as Neo deems it necessary to resolve or prevent the issues leading to the suspension. Any suspension or termination by Neo will be in addition to any and all other rights and remedies that Neo may have.

- d. Account Deletion and Termination. Subject to the terms of your Neo Account agreement(s), you may request the closing of your Neo Account by requesting (by email or through any then-available interfaces) that your Neo Account be closed, ceasing use of the Neo Platform and the Neo Services, and by uninstalling and removing the Neo App. Once your Neo Account is closed, you will lose access to certain Neo Services.
- e. Retention of Account Information. In accordance with our Privacy Policy, we may retain Neo Account information and your User Content and Submissions (as both terms are defined below) for document retention, fraud prevention, and legal and compliance reasons, including following termination of your Neo Account.

### **3. Licensed Access to the Neo Platform and Permitted Use**

- a. License to Neo Platform. Subject to your compliance with these Terms and Conditions, Neo hereby grants you a personal, revocable, non-exclusive and non-transferable license to use the Neo Platform in accordance with these Terms and Conditions. Customers may use the Neo Platform only in connection with Neo Services (the “Permitted Use”).
- b. Reservation of Rights. Neo retains the right, at its sole discretion, to revoke its license and deny access to the Neo Platform to anyone, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms and Conditions or use other than the Permitted Use. You will cease and desist from any such access or use of the Neo Platform immediately upon request by Neo.
- c. Geographic Application of the Neo Platform. The Neo Platform or specific Neo Services may not be available at all or any times and in all or any jurisdictions. Furthermore, nothing on the Neo Platform constitutes an offer or solicitation to buy or sell any Neo Services or other products or services to anyone in any jurisdiction in which such an offer or solicitation may be prohibited bylaw.
- d. Changes to the Neo Platform. Neo reserves the right to change or allow a third party to change any information, material or content (including, but not limited to, price, features, availability of products, services, offers and rewards) contained on or provided through the Neo Platform at anytime, and from time to time, without notice or liability.

### **4. No Unlawful or Prohibited Use**

- a. Restricted Activities and Persons. To access the Neo Platform, you represent and warrant that you: (i) are not located in a country that is subject to a Canadian or U.S. Government embargo, or that has been designated by the Canadian or U.S. Government as a “terrorist supporting” country; (ii) you are not listed on any Canadian or U.S. Government list of prohibited or restricted parties; and (iii) will not use the Neo Platform or Neo Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including any person/entity on government sanctions lists.
- b. Other Improper Uses. You may not use the Neo Platform or any Content for purposes other than the applicable Permitted Use. Without limiting the generality of the foregoing, you will not, and will not permit anyone else to, or attempt to use the Neo Platform or the Content to:
  - i. “frame”, “mirror” or otherwise incorporate the Neo Platform, the Neo Services or the Content or any part thereof on any commercial or non-commercial website;
  - ii. access, monitor or copy any part of the Neo Platform, the Neo Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without Neo’s express written permission;
  - iii. violate any laws;
  - iv. violate the restrictions in any robot exclusion headers on the Content or the Neo Platform or bypass or circumvent other measures employed to prevent or limit access to the Neo Services or the Neo Platform;
  - v. remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Neo Platform or the Content;
  - vi. modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Neo Platform or any Neo Services, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Neo Platform;
  - vii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Neo Platform or impersonate another person or organization or misrepresent their affiliation with a person or entity;

- viii. attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Neo Platform or the Neo Services;
- ix. copy, reproduce, modify, translate, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Neo Platform or the Content;
- x. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Neo Platform;
- xi. create derivative works based on the Neo Platform, the Neo Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Neo Platform, the Neo Services or the Content;
- xii. use or access the Neo Platform in a manner that violates the rights (including, but not limited to contractual, intellectual property or proprietary rights) of any third party; or
- xiii. upload to or transmit through the Neo Platform any information, images, text, data, media or other content that is offensive, harmful, tortuous, hateful, obscene, defamatory or violates any laws or is otherwise objectionable, in each case as determined by Neo in its sole discretion.

## **5. Marketing, Alerts and Access to Mobile Devices**

- a. **Marketing Materials.** Neo may provide you with marketing or promotional materials through the Neo Platform, mail, phone, email, text, or other methods. Neo may have arrangements in place in connection with any such marketing or promotional materials where we may be entitled to receive a referral or other fees from third parties. Please refer to Neo's Privacy Policy, available at [www.neofinancial.com/privacy-policy](http://www.neofinancial.com/privacy-policy), for more information on our use and protection of your personal information for marketing.
- b. **Alerts.** Neo may from time to time provide automatic alerts and voluntary Neo Account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your registration information. Voluntary account alerts may be turned on by default as part of the Neo Services. They may then be customized, deactivated or reactivated by you. Neo may add new alerts from time to time, or cease to provide certain alerts at

any time upon its sole discretion. You understand and agree that any alerts provided to you through the Neo Platform or the Neo Services may be delayed or prevented by a variety of factors. Neo may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. Neo will not be liable for any delays, failure to deliver or receive, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- c. **Access to Mobile Devices.** We may provide features that rely on the use of additional information on your mobile device or require access to certain services on your mobile device that will enhance your use of the Neo Platform and Neo Services but are not required to use most Neo Services. For example, we might allow you to upload photos to your profile, connect with friends, or gather location data for the provision of special area-based rewards, offers and merchant services. If you grant access to such services, our access will only be for the purposes set out when you grant such access.

## **6. Intellectual Property**

- a. **Content and Intellectual Property**
  - i. **Neo Content.** The Neo Platform and all content contained therein (excluding User Content), is owned or licensed by Neo and protected by copyright, trademark and other intellectual property laws (“Neo Content”). Neo expressly reserves all rights, titles and interests in the Neo Platform, Neo Content and all other materials provided by Neo in connection with these Terms and Conditions that are not specifically granted to you. You acknowledge that all right, titles and interests in the Neo Platform, Neo Content, and all other materials provided by Neo in connection with these Terms and Conditions, and any modification or derivative work thereof, and all intellectual property rights therein, including without limitation moral rights, will remain with Neo (or third party suppliers or licensors, if applicable), and that the Neo Platform, Neo Content and all materials provided by Neo hereunder are licensed and not “sold” to you.
  - ii. **User Content.** All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Neo Platform by Users

("User Content"), is the sole responsibility of such Users. This means that the User, and not Neo or its shareholders, directors, officers, employees, agents or representatives (collectively, "Neo Members"), are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available on the Neo Platform. Neo may monitor User Content from time to time but Neo does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will Neo or any of Neo Members be liable in any way for any User Content including for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Neo Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the Neo Privacy Policy and all other User Content will be considered non-confidential.

- b. **User Content License to Neo.** By submitting, posting or displaying User Content on or through the Neo Platform or otherwise to Neo, you grant Neo, a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part, and you waive your moral rights therein. You further grant Neo the right (although Neo does not have the obligation) to pursue at law any person or entity that violates your or Neo's rights in the User Content by a breach of these Terms and Conditions. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. For the avoidance of doubt, Neo has no obligation to post or display any User Content on the Neo Platform.
- c. **Use of Neo Content and User Content by other Users.** You may only use Neo Content and User Content of others for the applicable Permitted Use. If you print extracts from the Neo Platform for your own personal, non-commercial use, you must not modify the digital or papers of such materials or use any graphics, pictures, photographs or videos separately from any accompanying text.
- d. **Terms on Submissions and Other User Content**



- i. **Creating Submissions and Other User Content.** Through the capabilities of the Neo Platform you may be able to provide ratings/reviews, suggestions or other feedback ("Submissions"). Submissions are a subset of User Content. In addition to any and all representations and warranties set out in these Terms and Conditions, in creating and posting any Submissions (or other User Content), you represent and warrant that you will not post or transmit to or from the Neo Platform any material or content which does or may: (i) breach any applicable local, provincial, territorial, federal, national or international law; (ii) be unlawful or fraudulent; (iii) amount to unauthorized advertising; (iv) contain any defamatory, obscene or offensive material; (v) promote violence or discrimination; (vi) infringe the intellectual property rights of another person; (vii) breach any legal duty owed to a third party (such as a duty of confidence); (viii) promote illegal activity or invade another's privacy; (ix) give the impression that they originate from us; or (x) be used to impersonate another person or to misrepresent your affiliation with another person. You will be solely liable for any damages of any kind resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of Submissions or other User Content to the Neo Platform.
- ii. **Status of Submissions on the Neo Platform.** We reserve the right to remove or edit at any time any Submissions or other User Content posted, uploaded or transmitted to the Neo Platform that we determine breaches the restrictions in the User Content section above or is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any reason. Any Submissions on the Neo Platform is for information purposes only and does not constitute advice from us or the opinions of any Neo Members. User Content may reflect the opinions of Customers who have ordered through the Neo Platform and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, neither Neo nor Neo Members assume any responsibility or liability to any person for any User Content, including any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

- iii. Public Display of Submissions. You acknowledge that Neo may choose to provide attribution of your Submissions (for example, listing a date, User's name and province or territory of residence on a User's rating or review that you submit) at Neo's discretion, and that such User Content may be visible to other Users and visitors to the Neo Platform. You acknowledge and consent to Neo using your given name and province or territory of residence in association with your Submissions. All Submissions may be moderated before we publish them. We may do this to make sure that Submissions fit our content guidelines.

## **7. Advertising and Third Party Websites**

- a. Advertisements. If you elect to have any business dealings with anyone whose products or services may be advertised on the Neo Platform, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that neither Neo nor Neo Members will have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.
- b. Links. The Neo Platform may provide links to third-party websites and such links are provided solely for your convenience. If you use these links, you leave the Neo Platform. We have not reviewed and do not control any of these third-party websites (and are not responsible or liable for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to or from the Neo Platform, you do so entirely at your own risk and are subject to the terms and conditions applicable to those websites. Neo reserves the right to prohibit or remove (or require you to remove) any link to the Neo Platform, including any link which contains or makes available any content or information of the foregoing nature, at any time.

## **8. Availability and Updates**

The Neo Platform or any Neo Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Neo may periodically add or update the information and materials on the Neo Platform without notice. While we try to ensure the Neo Platform is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and neither Neo nor Neo

Members will be liable to you if the Neo Platform is unavailable at any time or for any period.

#### **9. Additional Disclaimers**

- a. **Viruses.** The downloading and viewing of the Neo Platform or the Content is done at your own risk. Neo cannot and does not guarantee or warrant that the Neo Platform or the Content are compatible with your computer system or that the Neo Platform or the Content, or any links from the Neo Platform or the Content, will be free of viruses, worms, malware, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Neo Platform.
- b. **Security and Communications.** Neo does not guarantee the confidentiality of any communications made by you to or through the Neo Platform. Although Neo generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Neo Platform, you understand, agree and acknowledge that Neo cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Neo Platform. By accessing the Neo Platform, you acknowledge that Neo is not responsible or liable for any damages or losses you may suffer as a result of your electronic transmission of confidential or sensitive information to us.
- c. **Content.** While we try to ensure that information on the Neo Platform is correct, we do not promise it is accurate or complete. We may make changes to the Content, including prices and offers, at any time without notice. The Content may be out of date, and we make no commitment to update that material.
- d. **Advice and Content Disclaimer.** No Content should be relied upon as legal, accounting, financial, tax or other professional advice.
- e. **Additional Costs.** You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Neo Platform, including costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

#### **10. No Implied Warranties; Limitations of Liability**

- a. NO IMPLIED WARRANTIES. THE NEO PLATFORM AND THE CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, NEO DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE NEO PLATFORM AND THE CONTENT WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE NEO PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- b. EXCLUSION OF DAMAGES. IN NO EVENT WILL NEO AND ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARENTS AND SUBSIDIARIES (THE “NEO PARTIES”), BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CIVIL LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT NEO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE NEO PLATFORM, OR THE CONTENT.
- c. NO RESPONSIBILITY FOR MERCHANTS. MERCHANTS OFFERING PRODUCTS OR SERVICES THROUGH THE NEO PLATFORM ARE INDEPENDENT PERSONS OR ORGANIZATIONS AND NOT REPRESENTATIVES, AGENTS OR EMPLOYEES OF NEO. THE NEO PARTIES ARE THEREFORE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONTRACTUAL BREACHES OR NEGLIGENCE OF ANY MERCHANTS OR FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES, LOSS OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY WHATSOEVER FOR THE PRODUCTS OR SERVICES OFFERED BY MERCHANTS.

- d. LIMITATION OF LIABILITY. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE NEO PARTIES IN CONNECTION WITH OR UNDER THESE TERMS AND CONDITIONS, INCLUDING IN CONNECTION WITH YOUR USE OF, OR INABILITY TO MAKE USE OF, THE NEO PLATFORM OR THE CONTENT EXCEED CDN \$100.00 (ONE HUNDRED CANADIAN DOLLARS). FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS AND CONDITIONS WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.
- e. ALLOCATION OF RISK. THE LIMITATIONS ABOVE REFLECTS A FAIR ALLOCATION OF RISK BUT FOR WHICH NEO WOULD NOT MAKE THE NEO PLATFORM AVAILABLE TO USERS. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- f. Related Parties. In this Section 10, all references to “Neo” includes affiliates of Neo, as well as the shareholders, officers, directors, representatives, agents and employees of both Neo and its affiliates.

## **11. Indemnification**

- a. Indemnity. You agree to defend, indemnify and hold harmless the Neo Parties from and against any threatened or actual claims, causes of action, demands, recoveries, losses, damages, fines, penalties, costs, expenses or other liability of any kind or nature including but not limited to reasonable legal fees, incurred in connection with or as a result of:
  - i. your breach of these Terms and Conditions or any documents referenced herein;
  - ii. your violation of any law or the rights of a third party (including proprietary and/or intellectual property rights); or
  - iii. your breach of, or failure to, perform in respect of any offers redeemed by you or by any third party acting on your behalf or with your permission.
- b. Assuming Defense. Neo reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you will cooperate as fully as reasonably required by Neo.

## **12. Governing Law and Dispute Resolution**

- a. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the province or territory in which you reside and you agree to submit to the jurisdiction of the courts of the province or territory in which you reside. These laws apply to your access to, or use of, the Neo Platform, the Neo Services offered through the Neo Platform, or the Content, notwithstanding your domicile, residency or physical location. The Neo Platform, the Neo Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.
- b. **Dispute Resolution Process.**
  - i. Neo has established a complaint and dispute resolution policy and process for its customers (“Complaint Resolution Policy”). If you have any dispute, controversy or complaint (each, a “Dispute”) regarding the Neo Platform or these Terms and Conditions, please consult the process set out in our Complaint Resolution Policy available at [www.neofinancial.com/complaints-policy](http://www.neofinancial.com/complaints-policy) or upon request.
  - ii. Except to the extent restricted by applicable law, you and us agree that you and us will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against any members of Neo.
  - iii. Nothing in this Section will prohibit us from seeking interim measures from a court, including preliminary or injunctive relief of breach of you of any intellectual property rights.

### **13. Miscellaneous**

- a. **Interpretation.** Unless the context clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, the part the whole; (b) “including” means “including, without limitation”; and (c) references to “hereunder” or “herein” relate to these Terms and Conditions. The section headings in these Terms and Conditions are for reference and convenience only and will not be considered in the interpretation of these Terms and Conditions.
- b. **Entire Agreement.** These Terms and Conditions and any documents incorporated by reference herein constitute the entire agreement between Neo and you

pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Neo with respect to the Neo Platform, except as otherwise stated herein.

- c. Notices. Neo may, in its sole discretion, provide any notices to you in connection with these Terms and Conditions through the Neo Platform or by email at the then-current email address for you on file with Neo. Neo may be contacted in writing at: Neo Financial Technologies Inc. 400 - 200 8 Ave SW, Calgary, AB T2P 1B5. Neo may change its notice contact information from time to time by posting updated contact details on the Neo Platform.
- d. Force Majeure. Neo will not be liable to you for any failure of or delay in the performance of its obligations under these Terms of and Conditions for the period that such failure or delay is due to causes beyond Neo's reasonable control, including but not limited to acts of God, natural disasters, power outages, internet disconnectivity, war, strikes or other labor disputes, embargoes, government orders or any other force majeure event.
- e. General. Neo's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions will not be construed as a waiver of any provisions or right of Neo. If any of the provisions contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions will remain in effect. These Terms and Conditions and all related documents have been drafted in the English language at the express request of the parties. *Les présentes modalités ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.* You may not transfer any of your rights or obligations under these Terms and Conditions without our prior written consent. We may transfer any of our rights or obligations under these Terms and Conditions without your prior written consent to any of our affiliates or in connection with any joint ventures, sales or acquisitions.