

**AURA ACCOUNT**  
**TERMS OF SERVICE**

Welcome to our Terms of Service. We know it's a lot to read, but when it comes to your money, we think it pays to be well-informed. Think of it as your first step towards a smarter financial future. Happy reading!

The Aura program is made available by Celero Solutions Inc. ("**Celero**"), and delivered by Celero's program delivery partner, Stack Fintech Inc. ("**STACK**"). Accordingly, access to and use of the Aura program is subject to agreement with STACK to accept certain terms of service in relation to this program. These Terms of Service (the "**Agreement**") constitute a binding legal agreement between the individual who accepts this Agreement ("**you**" and "**your**") and Stack (also referred to as "**we**", "**us**", "**our**"). By selecting or clicking on boxes indicating your consent during the Account application and creation process in order to create an Account, and by your use of an Account, you evidence and confirm that you have read this Agreement and you agree to its terms. You also confirm that you have reached the age of majority in the province or territory where you live, and that you are a Canadian resident. Please note that residents of the Province of Quebec are not eligible for an Account at this time.

**If you do not agree to the terms of this Agreement, you must not accept this Agreement and may not create an Account. If at any time you no longer agree to the terms of this Agreement (including any amended version), you must stop using the Aura Services.**

## **1 Aura Services**

An "**Account**" is a singular digital account within the Aura mobile application (the "**App**"), established in the name of an eligible individual, which is linked to an Aura Prepaid Mastercard card (the "**Card**"). Individuals may only have one Aura Account each.

This Agreement applies to the services we provide to Account holders within and through an Aura Account (each a "**Service**"), whether you access the services via our App or website ("**Website**"). We may change the Services offered through or within the Aura Account from time to time with or without notice. To use the Services, you must first download the App and activate an Account.

Services made available to you through the use of the Account include the following:

- **A Physical Card to Carry.** In addition to the App functionality, as part of the Aura program, STACK will send you a physical card linked to your Account for regular use and ease of ATM withdrawals. All Card transactions, whether through device tap and pay or the Card, are shown together in your Account.
- **Card information:** As part of the Aura program, STACK will display your Card information through the App including Card balance, transaction history of your Card, and any configurable features of your Card, for example the ability to freeze/block your Card.
- **Offers and rewards:** When you have an Aura Account, we'll use personalized information and non-personal information gathered from your use of the Services, including transaction data such as your spending history and savings targets, to provide you with targeted offers from merchants that are based on that personal information. It is always your option whether or not to redeem or share an offer with a friend.
- **Financial IQ:** The App categorizes your spend on the Card and makes this information available to you in order to help you better understand your spending behaviour, so you can spend smarter and reach your goals faster. Through the App you can see benchmarking information to assist you in creating budgets.
- **Goals:** The App allows you to setup savings goals towards which you can automatically contribute by rounding-up transaction amounts processed on the Card.

- **Aura Card-to-Aura Card money transfer:** The App allows you to send money to and receive money from other Aura Card Account holders.

## 2 Your Information

By accessing your Account and by using the Services you consent to the collection, use, disclosure and retention of your personal information as described below, and confirm that the personal information you provide us is accurate. You are responsible to review and confirm the information available in respect of your Account and update your Account information immediately if and when it changes.

**How we collect your personal information.** We collect your personal information directly from you when you provide it to us, including when you register for a Aura Account and sign in, and from third parties when you use the App. Personal information collected includes your name, address, telephone number, email address, and other information submitted by you for the purposes of identity verification, and may include further information regarding your identity or credit profile received from third parties in response to your Account application or creation. We also automatically collect personal information when you use the Services, including through technologies such as cookies and geo-location services, and collect and analyze the transaction data that is generated from your use of your Account and Card. Transaction data includes details provided by merchants such as the description or category of products purchased, and the transaction amounts.

**How we use and disclose your personal information.** We use your personal information and transaction data to provide the Services, including to generate and provide you customized information about your spending patterns, and provide you with offers by retailers which you may choose to accept or decline. We may also use your personal information, including your personal profile and transaction data, to select third-party offers or other third party information that we believe might interest you. We may make such offers available to you from time to time within the App. The information we provide to merchants or other third parties relating to offers, industry insights, program effectiveness and performance, or other marketing is always anonymized or aggregated.

We may also use your personal information to communicate with you about our products and services. You may opt out of the use of your personal information for marketing communications by selecting or revising the preferences set to your Aura Account through the App and, should you require assistance, through STACK's customer service in-App chat or at 1-855-777-9790. Personal Information is not shared with third-parties other than as required to provide the Services you've requested, and as required to perform STACK's obligations or exercise STACK's rights as set out in this Agreement.

We also use your personal information to process your application for an Aura Account (including verifying your identity), to protect you and us against fraud and to meet our legal and internal security and operational requirements.

We may use third-party service providers to process your personal information for the purposes described above and will disclose your personal information to such service providers for these purposes. We and our third-party service providers may process and store your personal information outside of Canada in accordance with law and as STACK may deem appropriate.

We may use in-App notifications to communicate with you in connection with the Services. You may turn off these notifications at any time by adjusting the settings on your mobile device. Depending on your settings, your personal information that is available to you via the App may be visible on your mobile device's lock or home screen even if you have not logged in to the App. We may also send you updates and notifications regarding your Aura account by email.

We also aggregate your transaction data with data of other Aura Account users so that we can provide information as to how your and other users' spending patterns compare to those of others in your selected community within the App.

## 3 Fees and Charges

No fees are charged by STACK for the activation or use of an Aura Account. The only fee that is charged is a 1.5% foreign exchange fee on foreign currency transactions. For foreign currency transactions, we will charge you in Canadian currency if you use your Card to make transactions in a foreign currency. We will convert the transaction amount directly to Canadian dollars at the exchange rate in effect at the time we post the transaction to your Card. When the transaction is posted to your Card, in addition to the exchange rate, you will be charged an administration fee of 1.5% on the amount of the transaction for each foreign currency transaction.

#### **4 Accessing the Services**

You must have a Aura Account in order to access the Services. You must be a resident of Canada, residing in a province or territory other than the Province of Quebec, and must have reached the age of majority in the province or territory where you live. If you have trouble accessing the Services, please contact us through the in-App chat, toll-free at 1-855-777-9790, or at [info@auraloyalty.ca](mailto:info@auraloyalty.ca).

You may not access or use the Aura Account for any purposes inconsistent with the purposes for which the Account has been provided by STACK. You are responsible for actions taken and transactions initiated or otherwise requested under your Account. You agree to take precautions to prevent others from accessing your Aura Account, including by selecting a strong password. By using the Services, you confirm your agreement not to do the following with respect to your account:

- a) share your password or Account or allow anyone else to use your username;
- b) access or attempt to access your Aura Account using a proxy, client, or third-party app; or
- c) create multiple accounts or create a new Aura Account after your original Aura Account has been banned or disabled by STACK.

Any issues with Account access or security can be addressed to [info@auraloyalty.ca](mailto:info@auraloyalty.ca). Please contact our support team **immediately** if you know or have reason to believe that your Aura Account has been accessed without your permission.

#### **5 Your use of the Services**

You agree as follows:

- a) that the Services are for your personal use only and that you will not use the Services for business or commercial purposes nor for the benefit of a third-party;
- b) that you are solely responsible for the safety of your passwords and content, including backing up your content;
- c) not to store, post, comment on, upload, send or submit any content to the Services that:
  - (i) constitutes spamming, solicitation, or phishing for user information;
  - (ii) infringes or violates any third-party or intellectual-property right;
  - (iii) constitutes bullying, threats, abuse, or harassment;
  - (iv) is illegal, that you know to be false, that promotes activity that is illegal, or that is disparaging or defamatory to anyone, including STACK; and
  - (v) involves any graphic violence, nudity, or pornography or that is racist or discriminatory or promotes racism or discrimination against any individual or group of individuals;
- (d) not to use the Services for any illegal purpose or activity;
- (e) not to sell, make available, publish, or link any aspect of the Services;
- (f) not to create derivative works from or exploit the Services or the content provided by the Services in any way;

- (g) not to use any STACK or Aura trade-marks contained in the Services without prior written permission;
- (h) not to upload or distribute any viruses, worms, other malicious code, any software intended to damage or alter a computer system or data, or in any way compromise the security of the Services, the App or the Website;
- (i) not to use robots, spiders, crawlers, scrapers or the like to obtain user information from the Services;
- (j) not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, or transfer any aspect of the Services;
- (k) not to mine passwords or otherwise attempt to gain unauthorized access to the Services, servers, or networks connected to the Services;
- (l) not to perform any action that interferes with the performance of the Services, its network, or its servers, such as a denial of Service attack;
- (m) not to make use of designs, logos, branding, photographs, videos, or any other materials used in the Services without our written consent;
- (n) not to represent or suggest that we endorse any other business, product, or service; and
- (o) not to perform any other action that STACK determines interferes with other users' use and enjoyment of the Services (STACK will notify you to immediately cease any such action).

## **6 Rights in the Services**

While you have an Aura Account in good standing, STACK grants you a license to use and access the Services in accordance with this Agreement. Your license is limited, personal, worldwide, royalty-free, non-assignable, nonexclusive, non-sublicensable and revocable. Whenever you make content available using the Services, you grant STACK a non-exclusive, worldwide, royalty-free and fully paid, sublicensable, and transferable license to such content. You agree that you will not post content that includes any personal information, whether yours or that of a third-party. This license gives us the right to use your content to operate the Services and make them better. Some of the ways we can use your content include hosting, editing, reproducing, publishing, and displaying. We may also review, screen, or delete your content at our discretion or if we decide that it violates this Agreement. While we appreciate any feedback you have for us, you should know that you are not entitled to compensation for any ideas you provide us. STACK reserves all rights not expressly granted to you in this Agreement.

While most of the content provided by the services is developed and owned by us, some of it will belong to or will be provided by other companies, groups, or agencies (“**Third Parties**”). Third Parties and the services they provide will be subject to their own set of terms, which might be very different from these ones. STACK does not take responsibility for the Third Party services or terms, nor are we responsible for any Third Party content that fails to conform to this Agreement or our other policies. Some of the content on our Services is made available by publishers, users, and other Third Parties. This Agreement does not create or confer any Third Party beneficiary rights.

## **7 Copyright**

We respect the intellectual property rights of others, and we expect you to do the same. Copyright owners may contact us to request the removal of any infringing content. In certain circumstances, we may terminate users of our Services who infringe the copyright(s), or other intellectual property rights, of others. If you believe that any material that can be accessed via our Services infringes a copyright that you own or control, please let us know us by contacting us at [info@auraloyalty.ca](mailto:info@auraloyalty.ca).

## **8 Changing the Services and Terminating this Agreement**

Subject always to compliance with law, we may change the Services from time to time with or without notice to you. In particular, we may update, change, remove, replace, stop or suspend the Services or any part of the Services at any time, with or without notice, in order to protect Aura Account holders, STACK or the App

from security threats and liability. We may terminate this Agreement or suspend your ability to use the Services without liability at any time with notice to you.

You may terminate this Agreement, and close your Aura Account at any time. STACK will hold your Account in dormant status for twenty (20) days to allow for processing of any outstanding transactions. If you terminate this Agreement, your STACK Account will be closed and you will no longer be able to use the Services.

STACK will not have any liability as a result of any change we make to the Services, if we suspend your access to the Services, the termination of this Agreement, the termination of your Aura Account, or in connection with any content that may be deleted along if your Aura Account is closed.

Even after this Agreement is terminated, the parties will still be bound by sections 9,10,11,12,13, and 16 of this Agreement. If we need to contact you about this Agreement, you agree that we may contact you electronically by phone, email, text, or SMS.

## **9 Limitation of Our Liability**

IN NO EVENT SHALL STACK AND ITS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS, LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (AND INCLUDING TO ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO INTELLECTUAL PROPERTY RIGHTS OR THIRD-PARTY RIGHTS INFRINGEMENT, PROPERTY DAMAGE, IDENTITY THEFT, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF PROPERTY, LOSS OF GOODWILL, LOSS OF PROFITS, OR ANY OTHER LOSS INCURRED IN CONNECTION WITH YOUR USE, MISUSE, OR RELIANCE UPON THE SERVICES, OR YOUR INABILITY TO USE THE SERVICES, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF STACK KNEW OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF STACK AND ITS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS, LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS TO YOU FOR ANY AND ALL CLAIMS RELATING TO YOUR USE, MISUSE, INABILITY TO USE, OR RELIANCE ON THE SERVICES OR ANY CONTENT THEREIN EXCEED TWENTY FIVE DOLLARS CANADIAN (\$25.00).

STACK IS NOT LIABLE FOR YOUR INFORMATION STORED OR RECORDED BY ANY COMPUTER, TABLET, MOBILE DEVICE OR ANY NETWORK, WHETHER PUBLIC OR PRIVATE, THAT YOU MAY USE TO ACCESS OR MAKE USE OF THE SERVICES.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE FINANCIAL INFORMATION INCLUDED IN THE SERVICES WILL BE APPLICABLE FOR EVERY PERSON IN EVERY CASE. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER ANY INFORMATION YOU RECEIVE AS PART OF THE SERVICES IS APPLICABLE FOR YOUR SITUATION, OR SUITABLE OR APPROPRIATE FOR YOU.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED OR THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER HARMFUL COMPONENTS OR SECURITY INTRUSIONS, AND WE DISCLAIM ANY LIABILITY RELATING THERETO.

USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL LIABILITY (HOWSOEVER ARISING) IN CONNECTION WITH ANY LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH ACCESS TO, THE USE OF, OR THE INABILITY TO USE, ALL OR ANY PART OF THE SERVICES OR THE CONTENT THEREIN, OR ANY ACTION TAKEN (OR REFRAINED FROM BEING TAKEN) AS A RESULT OF USING ANY OF THE FOREGOING.

## 10 Indemnity

You agree to indemnify, defend, and hold harmless STACK, our directors, officers, employees, suppliers, affiliates, agents, and their respective successors and assigns against any and all complaints, losses, damages, suits, charges, claims, costs, liabilities, and expenses, including, legal fees and disbursements, resulting from, arising from, or relating to, directly or indirectly to your breach of this Agreement. STACK reserves the right, if it so chooses, to assume the exclusive defense and control of any matter that you are required to indemnify at your expense. You agree to cooperate with our defense of any such claim, including foregoing acceptance of any offers to settle and refraining from making any such offers without the consent of STACK. We will make a reasonable effort to notify you of any claim that is captured by this section.

## 11 Dispute Resolution

In this Agreement, "Arbitration Agreement" refers to this section 11 (Dispute Resolution).

(1) **Mandatory Arbitration.** Except to the extent prohibited by law, any disputes or claims arising out of or relating to this Agreement or the Services (except those that can be resolved in small claims court) will be resolved exclusively through binding, confidential, and individual arbitration conducted in Toronto, Ontario, Canada. The arbitration will be held before a single arbitrator and in accordance with the applicable Ontario arbitration statute. No portion of the arbitration proceeding will be open to the public or the media. All evidence submitted or discovered in the process of the arbitration proceeding will be deemed confidential and may not be publicly disclosed, except as needed to enforce an arbitral award or to seek further injunctive or equitable remedies.

In the absence of an arbitrator's decision to the contrary, each party will be responsible for their own costs, including legal expenses, fees, and disbursements. The authority of the arbitrator will mirror that of a judge in a court of law. The arbitrator will decide what liabilities, if any, have been incurred by either party and has the authority to dispose of the issue by granting any remedy available to an Ontario court. The decision of the arbitrator is final, non-appealable, enforceable at a court of competent jurisdiction, and binding on you and STACK.

(2) **Waiver of Jury Trials.** BY ENTERING THIS AGREEMENT, YOU AND STACK WAIVE ANY STATUTORY, CONSTITUTIONAL, OR OTHER RIGHTS TO BRING AN ACTION OR APPLICATION AT COURT AND YOUR RIGHTS TO A TRIAL BEFORE A JUDGE OR A JURY, WITH THE EXCEPTION OF A QUALIFYING CLAIM IN AN ONTARIO SMALL CLAIMS COURT. You instead elect that this Arbitration Agreement will govern the resolution of all claims and disputes. In the event that either party moves to vacate or enforce an arbitration decision made as between the parties, YOU AND STACK WAIVE ALL RIGHTS TO A JURY TRIAL. You instead elect that the dispute be resolved by a judge or panel of judges.

(3) **Waiver of Class or Consolidated Actions.** YOU AND STACK AGREE THAT ALL ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT AS A CONSOLIDATED ACTION, CLASS ACTION, OR REPRESENTATIVE ACTION. AN ARBITRATOR PRESIDING OVER A PROCEEDING UNDER THIS AGREEMENT MAY NOT JOIN OR CONSOLIDATE THE CLAIMS OF MORE THAN ONE INDIVIDUAL OR PRESIDE OVER A CLASS OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT PROHIBITS AN ARBITRATOR FROM AWARDING RELIEF OR REMEDIES ON A CLASS OR REPRESENTATIVE BASIS.

(4) **Small Claims Court.** Where possible, claims should be resolved in the small claims court of Toronto, Ontario, Canada.

(5) **Opt Out.** You may opt out of this Arbitration Agreement by sending written notice of your decision to opt out, postmarked within 30 days of the date this Agreement, to STACK. Your written notice must include your name, address, STACK username and the email address you used to create your STACK account. If you send written notice, then the mandatory arbitration provisions in this Agreement will not apply to you or STACK. FAILURE TO PROVIDE WRITTEN NOTICE WILL CONSTITUTE AGREEMENT TO BE BOUND BY THE THIS ARBITRATION AGREEMENT.

(6) **Survival.** This Arbitration Agreement will survive the termination of this Agreement and your relationship with STACK.

## **12 Governing Law**

This Agreement, and any disputes arising out of or relating to this Agreement, are governed by the laws of Ontario and the laws of Canada applicable therein, excluding any conflict of laws which would lead to the application of other laws or principles.

## **13 Severability**

The validity and enforceability of this Agreement as a whole will not be affected by any part of this Agreement being found unenforceable or invalid. If such a situation arises, the invalid or unenforceable part will be severed from this Agreement.

## **14 Non-Assignment**

This Agreement is not assignable, transferable, or to be sub-licensed by you except with STACK's prior written consent. STACK may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. An Account is established for, and designated to, a particular individual only and may not be transferred or assigned.

## **15 Miscellaneous**

STACK's decision not to enforce a provision in this Agreement will not constitute a waiver of that term.

Throughout this Agreement, the word "including" means "including without limitation".

## **16 Entire Agreement**

This Agreement constitutes the final, exclusive, and entire agreement between you and STACK . Any prior agreement you may have had with STACK is superseded by this Agreement.

## **Contact Us**

STACK welcomes comments, questions, or suggestions. Please send your feedback to [info@getstack.ca](mailto:info@getstack.ca).

STACK Fintech Inc. is located in Canada at 36 Distillery Lane, Suite 420, Toronto, Ontario M5A 3C4.

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