

# Mobile Application User Terms & Conditions

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THIS MCARDS USER TERMS AND CONDITIONS (“**AGREEMENT**” OR “**TERMS**”) IS A CONTRACT BETWEEN YOU (“**YOU**” OR “**USER**”) AND MCARDS INC., A DELAWARE CORPORATION (“**MCARDS**”). THIS AGREEMENT GOVERNS YOUR USE OF MCARDS MOBILE AND WEB APPLICATIONS, AND NATIVE iOS AND ANDROID APPLICATIONS AND ALL RELATED SERVICES (COLLECTIVELY “**MCARDS APPLICATION**”). YOUR USE OF THE MCARDS APPLICATION COMMUNICATES YOUR ACCEPTANCE OF THIS AGREEMENT, AS IT MAY BE MODIFIED FROM TIME TO TIME. THIS AGREEMENT INCLUDES THE PROVISIONS BELOW AND THE PROVISIONS OF MCARDS’ PRIVACY POLICY (“**PRIVACY POLICY**”) WHICH IS POSTED AT MCARDS.COM (“**MCARDS’ WEBSITE**”). THEREFORE, WHEN YOU ACCEPT THIS AGREEMENT, YOU ALSO ACCEPT MCARDS’ PRIVACY POLICY. THE TERMS “**YOU**” AND “**USER**” ARE USED INTERCHANGEABLY IN THIS AGREEMENT.

MCARDS reserves the right to modify this Agreement, the Privacy Policy and any other applicable MCARDS’ agreements or policies relating to MCARDS’ Application at any time in its sole and absolute discretion by posting the modifications on MCARDS’ Website. Your use of MCARDS’ Application after the posting of any modification on MCARDS’ Website constitutes your acceptance of the modification. It is your responsibility to visit MCARDS’ Website on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy. You can always find the most recent, updated versions of this Agreement, the Privacy Policy on MCARDS’ Website.

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## 1. ELIGIBILITY

- 1.1. **Mobile Device.** In order to create a MCARDS account and use the MCARDS Application, you must have a Mobile Device which utilizes a supported operating system version, access to a supported digital wallet, internet connectivity and data plan, and have a valid mobile phone number associated with a usable carrier plan.
- 1.2. **Criteria.** Both MCARDS, or any other party associated with the issuance of an mCard may apply criteria regarding the eligibility of any person to obtain an MCARDS Account or an mCard. We reserve the right to deem any person ineligible at any time for any reason.
- 1.3. **Process.** In normal circumstances, either MCARDS or a third party may provide you with a form to Sign Up to receive an mCard, or to Purchase an mCard. In either case, MCARDS requires at a minimum a Name, Phone Number and Email Address in order to initiate the process of designating you with an MCARDS Account.

## 2. SETTING UP YOUR ACCOUNT AND ISSUING YOUR CARD

- 2.1. **mCards App.** Upon receiving an authorized request for an MCARDS Account to be set up in your name:
  - 2.1.1. MCARDS will designate an MCARDS Account in your name
  - 2.1.2. MCARDS will send an SMS message to the phone number provided
  - 2.1.3. You will click the link provided in the SMS message
  - 2.1.4. You will download the mCards App to your Mobile Device
  - 2.1.5. You will log in to the mCards App
  - 2.1.6. MCARDS will issue you with an mCard, or allocate the balance of any new Credit to your Account
  - 2.1.7. You will view the details of the mCard or Credit that has been allocated to you via the MCARDS Application or other property designated to provide you with that information
  - 2.1.8. You will navigate to the MCARDS Application where you will have a variety of options, services and Features to utilize.
- 2.2. **mCard Terms**
  - 2.2.1. By allowing the addition of the Card into your Pays-enabled Device, you agree to be bound by the terms and conditions of the Card for use applicable to the relevant geography or jurisdiction where you have been granted an MCARDS account and issued an mCard. The correct terms and conditions will be provided at the time of issuance, and may be seen through one of the links provided at <https://www.mcards.com/termsandconditions>.

### 3. MAKING PURCHASES AND FUNDING YOUR TRANSACTIONS

- 3.1. Acceptance.** The Card is a Mastercard prepaid card that can be used for purchasing goods and services where Mastercard prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Card is **not** a credit card and is **not** linked to a deposit account with us. Some merchants may choose not to accept Mastercard prepaid cards.
- 3.2. Form of payment.** The MCARDS Application will provide you with a means of making payment at participating merchant locations provided a number of conditions are met. The ability to complete a payment transaction at a participating merchant is dependent on:
- 3.2.1. the merchant's agreement and ability to accept payment in the forms provided by MCARDS;
  - 3.2.2. your successful completion of the MCARDS account application procedure including the acceptance of these Terms and Conditions;
  - 3.2.3. MCARDS' acceptance of your account application;
  - 3.2.4. where applicable, your assignment of a valid Linked Funding Source to your MCARDS account;
  - 3.2.5. the approved pre-authorization of your assigned Linked Funding Source to a value equal to or greater than the amount of the purchase to be made at the merchant;
  - 3.2.6. your possession of an appropriate device which has internet connectivity.

If any one of the above conditions is not met, then you may not be able to complete a payment transaction. MCARDS does not guarantee either that you will be presented with a form of payment when using the MCARDS Application at a participating merchant or that any form of payment which is presented will transact successfully. **YOU ARE ADVISED TO ENSURE THAT YOU HAVE AN ALTERNATIVE FORM OF PAYMENT PRIOR TO COMMITTING TO A TRANSACTION.**

- 3.3. Linked Funding Source.** When you create an MCARDS Account, depending on the MCARDS product you are using, you may agree to assign a valid funding instrument (known as a Linked Funding Source, or Linked Account) to your mCards Account to fund your transactions.
- 3.4. Valid Funding Sources.** The following are valid funding instruments which may be usable within the MCARDS Application, depending on the MCARDS product you are using:
- 3.4.1. Affiliated Bank Account;
  - 3.4.2. Visa® credit card or debit card;
  - 3.4.3. MasterCard® credit card or debit card.

You may need to provide account details, including for example the 16-digit Primary Account Number, expiry date and 3-digit CVV security code for your funding instrument. MCARDS will not store this information in any form but will utilize a secure PCI-DSS certified partner in order that future authorizations and charges can be presented against that funding instrument by MCARDS.

**3.5. Pre-authorization.**

3.5.1. When you use your MCARDS Account to complete a transaction using the MCARDS Application, we may obtain a pre-authorization from the issuer of your specified funding instrument for an amount. Depending on your issuing bank, you may see this pre-authorization appear on your credit card statement. **NOTE THAT THIS IS SIMPLY A GUARANTEE OF THE AVAILABILITY OF FUNDS AND IS NOT A CHARGE AGAINST YOUR ACCOUNT.**

3.5.2. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you may need to arrange payment with the merchant through multiple methods if the merchant agrees.

**3.6. Authority.** When you provide a funding instrument to us, you confirm that you are permitted to use that funding instrument. When you use MCARDS to fund a transaction, you authorize us (and our designated payment processor) to charge any necessary amount to the funding instrument you have designated for use by MCARDS. When you use your MCARDS Account to complete a transaction or purchase promotional credit, which you may do at any time, you authorize MCARDS to debit any relevant amount from your Linked Funding Source to complete the transaction.

**3.7. Checking Your Card Balance And Transaction History.** You are responsible for checking your transaction history online and knowing your available balance through your Device.

**3.8. Independently Loading Funds to your MCARDS Account.** There is no fee to purchase promotional credit for your account. Immediately following a successfully authorized transaction, we will charge your funding instrument for the difference between the amount of that transaction (including all taxes and tips) and the amount of applicable Promotional Credit on your account.

**3.9. Costs of Funding.**

3.9.1. MCARDS is responsible for the fees related to processing payment against your funding instrument, unless stated otherwise.

3.9.2. MCARDS may appear as the merchant of record on your credit card statement or bank account statement for the purchase you have made at a participating merchant.

3.9.3. If you fund a payment using a Linked Funding Source and your transaction results in an overdraft fee or other fee from your bank, you alone are responsible for any fees that may be chargeable.

- 3.9.4. A foreign exchange conversion fee may apply to transactions in any currency other than the denomination of the mCard you have been issued. This will be included in the total transaction amount debited against your MCARDS Account and/or Linked Funding Source.
- 3.10. No Cash Advances.** The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular installment payments. Authorizations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable in any way when authorization is declined for any particular transaction except where the authorization has been declined because of an act or omission on our part.
- 3.11. Pricing.** Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs. MCARDS processes the value of the transaction agreed by you and the seller as it is presented to us through the payments ecosystem. The amount of a transaction is determined between you and the seller.
- 3.12. Extra terms.** You may be presented with additional terms related to a specific purchase before you confirm the transaction (such as shipping terms for tangible goods, service charges, tips, or application of credit granted by the merchant, etc). These additional terms will also govern that transaction.
- 3.13. Actual sale.** You may only use the MCARDS Application to process a funding transaction for a legitimate, bona fide purchase of a product or service. You may not use the MCARDS Application to fund a transaction or otherwise transfer electronic value not in conjunction with a purchase of a product or service.
- 3.14. No Warranties.** You acknowledge that the products or services you may purchase are sold by merchants, not by MCARDS. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY MERCHANTS WHICH YOU PURCHASE USING THE MCARDS APPLICATION.
- 3.15. Promotional Value.**
- 3.15.1. **mCash.** All forms of non-monetary credit or promotional value (including mCards mCash or any branded form of mCash that is presented to you through the mCards Application) may be issued to you by MCARDS or another party and can be used to make purchases at certain participating merchants under certain circumstances.
- 3.15.2. **Available Credit.** The amount of Credit you have access to at the time you make a payment transaction with your mCard is equal to the sum of all credit that is applicable to the transaction you wish to execute.
- 3.15.3. **Priority Utilization.** Through the use of your MCARDS Account, you may have the option or ability to utilize Promotional Value provided by MCARDS, or one or more third parties. In that scenario, MCARDS will endeavor to utilize this value as

the top priority funding source to fund, or where possible partially fund, any eligible transactions according to the terms and conditions of that Promotional Value, as determined by the provider of that value.

- 3.15.4. Except as otherwise stated, any purchases you make of any form of Credit offered by mCards or our affiliates are non-refundable to the full extent permitted by law.
- 3.15.5. You may not sell mCash or any form of Credit to anyone, or transfer them to anyone outside of MCARDS.
- 3.15.6. We may change the way in which Credit is earned at any time, as well as the ways that you can use or transfer Credit.
- 3.15.7. We reserve the right to stop issuing Credit.
- 3.15.8. We reserve the right to suspend or withdraw any promotional value that it has dispersed at any time for any reason.
- 3.15.9. Credit is not redeemable for any sum of money or monetary value from us unless we agree otherwise in writing or unless required by law.
- 3.15.10. Credit is subject to our Abandoned Property provision.
- 3.15.11. Promotional offers may be limited in number and the terms of delivery of any promotional value may be determined by a third party business providing that value, which may not be MCARDS. This includes the ability of that business to suspend or withdraw promotional value at any time.

#### 4. DISPUTES AND REVERSALS

- 4.1. **Customer assistance.** We provide various tools to assist you in communicating to resolve a dispute arising from a payment transaction, including:
  - 4.1.1. You can obtain some answers to Frequently Asked Questions at [www.mcards.com/faq](http://www.mcards.com/faq) or via the relevant pages of the website provided with your mCard
  - 4.1.2. A Customer Service representative can be reached by phone according to the contact information provided with your mCard
- 4.2. **No liability for spend transaction.** If you enter into a transaction with a merchant or other third party and have a dispute over the goods or services purchased, MCARDS has no liability for the goods or services underlying the transaction. Our only responsibility is to provide a form of payment and to handle your funding transaction. All funding transactions are final unless required by law.
- 4.3. **Duty to notify us.** If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.

**4.4. Intervention.** We may intervene in disputes concerning payments that may arise between you and a third party, but we have no obligation to do so.

**4.5. Refunds and Returns.**

4.5.1. Any time a refund is processed for a transaction that you have made using an mCard, any value returned to you will be applied to your mCards Account in the form of general, unrestricted Credit. You will not be able to withdraw these funds from your mCards Account, even in the case where a third party funding source was processed in order to fund the original transaction. Credit applied to your mCards Account in such circumstances is treated per these terms and conditions like any other Credit.

4.5.2. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

4.5.3. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved.

## 5. FEATURES

**5.1. What is a Feature?** MCARDS provides User's with access to services and capabilities provided by both MCARDS and third parties through Feature Tiles. Provided the appropriate terms and authentication steps are completed, User's will have the option of utilizing a service through the MCARDS Application which may supplement their transactional experience, or may provide an additional or separate experience.

**5.2. Feature Specific Terms.** Before engaging with the services accessed through a Feature Tile, you must acknowledge and accept the terms and conditions applicable to that Feature through the mechanism provided by the supplier of that Feature. This may be presented within the MCARDS Application, or on another property accessed via the MCARDS Application.

## 6. YOUR PRIVACY AND OUR USE OF YOUR DATA

**6.1. Use of Your Information.** You acknowledge that when you download, install, or use the Application, MCARDS may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy as shown in Section 6.2 below. By downloading, installing, using, and providing information to or through this Application,

you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

- 6.2. **Privacy.** Our Privacy Policy is visible at <https://www.mcards.com/privacypolicy> and explains:
  - 6.2.1. What information we collect and why we collect it.
  - 6.2.2. How we use that information.
  - 6.2.3. The choices we offer, including how to access and update information.

## 7. ACTIONS WE MAY TAKE

- 7.1. **At-will use.**
  - 7.1.1. We may revoke your eligibility to use the MCARDS Application at any time at our sole discretion.
  - 7.1.2. We may restrict or stop the use of the Card if suspicious activities are noticed.
- 7.2. **Inquiries.** By using MCARDS, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.
- 7.3. **Right to cancel.** We may cancel any transaction if we believe the transaction violates these Terms, any applicable Merchant Terms and Conditions or our Privacy Policy or if we believe doing so may prevent financial loss or if we believe doing so will meet the compliance requirements of our partners or regulatory authorities. We may also cancel any Credit balance purchased, accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.
- 7.4. **Payment limitations.** In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit funding instruments for a transaction, or limit your ability to make a purchase, or deactivate your account.
- 7.5. **Inactive Cards.** If your MCARDS account and MCARDS Application is inactive for a period of 90 days we may apply administration fees, deactivate your MCARDS account, expire your mCARDS and you may no longer use the MCARDS Application. Any balance remaining of funds that you deposited into your mCards Account may be refunded as required by applicable laws. Any Credit on your MCARDS account may be forfeited. MCARDS reserves the right to expire any Credit on your MCARDS account at any time.
- 7.6. **Abandoned Property.** If you leave any Credit unused for the period of time set forth by your state, country, or other governing body in its unclaimed property laws, or if you delete your account and leave Credit, or if we deactivate your account and you do not



meet any conditions necessary to reinstate it within six (6) months, we may apply certain inactivity and/or administration fees against your outstanding Credit

## 8. NOTICES AND AMENDMENTS TO THESE TERMS

- 8.1. Notice to you.** By using the MCARDS service, you agree that we may communicate with you electronically any information regarding your purchases or your account. We may also provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three business days of the time sent.
- 8.2. Notice to us.** Except as otherwise stated, you must send notices to us relating to MCARDS and these Terms by postal mail to: MCARDS INC., Attn: Legal Department, Four Embarcadero Center, Suite 1400 – # 178, San Francisco, California US 94111-4164
- 8.3. Amendment guidelines.** We may update these User Terms at any time without notice as we deem necessary to the full extent permitted by law. The User Terms in place at the time you confirm a transaction will govern that transaction.

## 9. ADDITIONAL TERMS

- 9.1. Termination.** The term of Agreement commences when you download the Application and will continue in effect until terminated by you or MCARDS. You may terminate this Agreement by deleting the Application and all copies thereof from your applicable Device(s).
- 9.1.1. Upon termination:
- 9.1.1.1. all rights granted to you under this Agreement will also terminate; and
  - 9.1.1.2. you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
  - 9.1.1.3. Termination will not limit any of MCARDS' rights or remedies at law or in equity.
- 9.2. Conflict of terms.** In the event of any conflict between these Terms, any applicable Merchant Terms and Conditions and MCARDS Privacy Policy, these Terms shall prevail.
- 9.3. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade

secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to You under this Agreement or prepared by or on behalf of MCARDS in the course of performing the services, shall be owned by MCARDS.

- 9.4. Confidential Information.**(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by MCARDS to You, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by You without the prior written consent of MCARDS. Confidential Information does not include information that is:
- (i) in the public domain;
  - (ii) known to Customer at the time of disclosure; or
  - (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

MCARDS shall be entitled to injunctive relief for any violation of this Section.

- 9.5. Disclaimer of Warranties.** THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MCARDS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, MCARDS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

- 9.6. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MCARDS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:
- PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
  - DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR MCARDS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

- 9.7. Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 9.8. Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Harris County, Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- 9.9. Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- 9.10. Entire Agreement.** This Agreement and our Privacy Policy constitute the entire agreement between you and MCARDS with respect to the Application and supersede all

prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

- 9.11. Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.
- 9.12. Not FDIC Insured.** If applicable based on geography, your mCard is not a deposit or other obligation of, or guaranteed by, the bank. This App is not insured by the Federal Deposit Insurance Corporation.
- 9.13. Not CDIC Insured.** If applicable based on geography, Your MCARDS balance is not insured by any federal, provincial, state or other governmental insurance or protection program.
- 9.14. Conflict of terms: Canada.** If you reside in Canada, and think that federal consumer protection laws have not been followed, you may contact the Financial Consumer Agency of Canada in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9. You may also contact them at 1-866-461-3222 (English) or 1-866-461-2232 (French), or through their website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)