

Fairstone Bank of Canada Website Terms of Use

This version in effect September 2022

1. Acceptance of this Agreement

This is an agreement (the "Agreement") between you and Fairstone Bank of Canada ("Fairstone Bank" "we", "our", "us"), the issuer of the Walmart Rewards Mastercard, and governs your access to and use of the fairstonebank.ca website (including subdomains such as walmartcard.duobank.com and walmartrewards.ca) (the "Website"), including all online tools (such as applications, digital ID verification, calculators) available on or through the Website. Fairstone Bank reserves the right to update or modify this Agreement at any time without prior notice. For this reason, we encourage you to review this Agreement whenever you use this Website. *Do not use the Website if you do not agree to this Agreement.* We assume no liability or responsibility for any damage to you, your computer, or your other property, due to your access to, use of, this Website.

2. Permitted Users

The Website is intended for use only by individuals located in Canada and who have reached the age of majority in their jurisdiction of residence, can form legally binding contracts under applicable law, and have accepted this Agreement. The Website is not intended for persons resident or located outside Canada. Fairstone Bank may, in its sole discretion, refuse permission to access and use the Website. If you are located outside of Canada and you choose to access and enter this Website, you are advised that it may not be legal in that jurisdiction for you to access or use the facilities available on this Website and the legal requirements of that jurisdiction may prohibit you from dealing or otherwise transacting in that jurisdiction.

3. Online Applications

The Website allows users to complete and submit applications for the Walmart Rewards Mastercard credit card or Walmart Rewards World Mastercard credit card or any other payment card that Fairstone Bank may issue from time to time ("Online Applications"). Online Applications may only be made using appropriate application forms available through the Website, and not through email.

4. No Coercive Tied selling

You cannot be unduly pressured to buy a product or service that you do not want from Fairstone Bank or anyone else in order for Fairstone Bank to provide another product or service to you.

5. No Advice

Except for Online Applications, the Website is for informational or general illustrative purposes only. The Website is not guaranteed to be accurate, complete, or timely. The Website is not intended to be a comprehensive or detailed statement concerning tax, banking, accounting, legal or investing issues, and nothing on this Website should be interpreted to be advice or recommendations or an offer or solicitation to sell or buy any stocks, bonds or other financial instrument or any product or service. You should obtain qualified professional advice before acting or omitting to act based upon any information provided on or through the Website. Fairstone Bank provides no warranty or condition of any kind (whether legal, implied, express, or statutory) regarding the Website or the site information arising from statute, course of dealing or usage of trade, including warranties or conditions of merchantable quality, quality or fitness for a particular purpose or non-infringement of third-party rights. The foregoing shall apply to the maximum extent permitted by applicable laws. This provision shall survive the termination of your right to use the Website.

6. No Other Transactions

Except for Online Applications, the Website is established solely for the distribution of information by Fairstone Bank where permitted by law and may not be used by you or any other person for any other types of transactions or to provide instructions or information to Fairstone Bank or any other person.

7. Information Submissions & Communications

All information you provide through the Website must be true, accurate, current, and complete. Fairstone Bank will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Fairstone Bank or any other person may incur as a result of your submission of any false, incorrect, or incomplete information. You authorize Fairstone Bank to: (a) accept communications it receives from you by means of the Website as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to affiliates and service providers of Fairstone Bank and its employees and representatives by means of the Website, email or other communications (when you have consented to the disclosure of such communications); and (c) respond to your communications by means of Internet communications, email or other communications. Communications you send to Fairstone Bank by means of the Website are not effective unless and until they are processed by the responsible Fairstone Bank representative. Fairstone Bank may refuse to process any communications sent to Fairstone Bank by means of the Website, or may reverse the processing of any communications sent to Fairstone Bank by means of the Website, at any time in Bank's sole discretion, and without any notice or liability to you or any other person, including without limitation if: (a) Fairstone Bank cannot process the communications; (b) the communications violate any provision of this Agreement or any other agreement that you or any other person may have with Fairstone Bank; (c) Fairstone Bank considers that the communications may conflict with any other instructions from or agreements with you or any person you represent; (d) there is an operational failure or malfunction in connection with the transmission of the communications; or (e) if completion of the communication could violate any bank policies or procedures or any law, regulation, rule, standard or guideline of any governmental authority to which Fairstone Bank or any of its Affiliates or Providers is subject.

8. Copyrights and Trademarks

Unless otherwise noted, all materials, including images, text, illustrations, designs, icons, photographs, programs, video clips and written and other materials that are part of this Website (collectively, the "Content") are subject to intellectual property rights, including copyrights and trademarks, held by or licensed to Fairstone Bank, are protected by Canadian, U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Content on this Website is the exclusive property of Fairstone Bank and is also protected by Canadian, U.S. and international copyright laws. Fairstone Bank and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content, and other materials which appear on this Website. Other than the limited express licence set out below, access to this Website does not confer and shall not be considered as conferring upon anyone any license to any of the intellectual property of Fairstone Bank or any third party. The Fairstone Bank names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Walmart Apollo LLC, and are used in Canada under license by Fairstone Bank. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo, or mark in any manner. During your use of the Website, you may receive and be subject to certain notices, including copyright and trademark notices (and, for the avoidance of doubt, including any other proprietary notices), which are contained within the content on this Website and by using the Website, you agree to be bound by and to respect the terms of such notices. References on this Website to any names, marks, products, or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply Fairstone Bank's endorsement, sponsorship, or recommendation of the third party, information, product, or service. Hyperlinks to other internet resources or websites are used at your own risk. We make no representations or warranties and provide no conditions whatsoever about other websites which you may access through the Website. Unless otherwise specified, the Content may not be copied, displayed, modified, adapted, communicated, distributed, reproduced, or republished in any form without advance express written consent. This provision shall survive the termination of your right to use the Website.

9. Use of This Site

This Website and the Content are intended solely for personal, non-commercial use. Fairstone Bank grants you a non-transferrable, limited, revocable licence to download or copy the Content and other downloadable materials displayed on the Website for your personal use only, provided that you maintain all copyright and other notices contained on the Website or in the Content. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. Other than in accordance with the limited licence granted above, you may not reproduce, communicate, publish, transmit, distribute, display, modify, translate, create derivative works from, sell or participate in any sale of or use or exploit in any way, in whole or in part, any of the Content, the Website or any related software.

10. Website Use Limitations

You agree that you will not violate or attempt to violate the security of the Website, including, without limitation, by (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, submitting a virus, spider, robot, worm, intelligent agent or other malware to the Website, or overloading, "flooding," "spamming," "mailbombing" or "crashing" the Website; (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Fairstone Bank will investigate occurrences that may involve violations of the above restrictions and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website. You agree, further, not to 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 this Website other than the search engine and search agents available from Fairstone Bank on this Website and other than generally available third party web browsers (e.g., Microsoft Explorer).

11. Linking, Framing, Mirroring, Scraping & Data-Mining the Website

Links to the Website without the express written permission of Fairstone Bank are strictly prohibited. Fairstone Bank reserves the right to cancel and revoke any permission it may give to link to the Website at any time, for any reason, without any notice, and without any liability to you or any other person. The framing, mirroring, scraping or data mining of the Website or any of its content in any form and by any method are strictly prohibited.

12. Confidentiality & Security

Fairstone Bank uses data encryption and firewalls to maintain the security of the information it receives through the Website. Nevertheless, security and privacy risks cannot be eliminated. As a further security precaution, you must access and use the Website using commercially available browser software (such as a current version of Internet Explorer™) that provides encryption and TLS (Transport Layer Security) technology, and you may not use your browser software's "save password" feature. Once you have initiated a session in connection with the Website, you must not leave the computer from which you have accessed the Website unless and until you have terminated the session and logged off the Website. When you complete a session, you are responsible for securing the computer you used to access the Website and for clearing your browser's cache or temporary Internet files to ensure your personal information is not accessible by others. Emails and Internet communications are not secure or confidential unless properly encrypted. Consequently, Fairstone Bank discourages the use of email to send personal or financial information to Fairstone Bank. Persons that use emails and Internet communications for those purposes do so at their own risk, and Fairstone Bank or its Affiliates and Providers will not be responsible or liable to you or any other person for any loss or damage suffered as a result of your use of email or the Internet to communicate with Fairstone Bank or any of its Affiliates and Providers, or the use of email or the Internet by Fairstone Bank or any of its Affiliates and Providers to communicate with you or other persons at your request. Certain parts of the Website are located outside of Canada. The information you submit through the Website may be stored inside or outside of Canada. Information stored outside of Canada may be subject to the laws of the jurisdiction in which the information is stored, and these laws (including laws requiring the disclosure of personal or confidential information to law enforcement or other officials) may be different from Canadian laws.

13. Use of Web Technologies

We use various web technologies such as web beacons or cookies to receive and store certain types of information whenever you interact with our Website through your computer or device. For example, the information we collect in this manner may include the pages you visit on our Website, which web address you came from and the type of browser you are using. This information may help us improve this Website for better user experience and make our marketing messages more relevant and effective. We may also use this information for internal reporting and analysis purposes, for example, to determine how users are using our Website and performance of our marketing efforts.

When you visit our Website, we or our service providers may place a cookie on your computer or device which may store certain personal information and non-personal information which you have provided through your use of our Website to (a) aid your use and navigation of our Website, and (b) enable us to present offers to you on our Website based on your prior use of this Website. Most browsers permit you to delete or disable cookies. Depending on your browser, you may also use your browser's privacy settings to block cookies from being placed on your device. However, if you do so, you may not be able to use some of the features of our Website.

14. Errors & Corrections

Fairstone Bank endeavours to provide accurate information on and through the Website, but does not guarantee the accuracy, completeness, or timeliness of the information available on or through the Website. Fairstone Bank may in its discretion change the information available on or through the Website at any time and from time to time without any notice or liability to you or any other person.

15. Third Party Websites

The Website may include advertisements for, information about, or links to, other businesses or Internet websites or resources operated by other persons (collectively "Third Party Websites"). Third Party Websites are independent from Fairstone Bank, and Fairstone Bank has no responsibility or liability for or control over Third Party Websites or the information, goods, or services available from or through those Third-Party Websites. Links to Third Party Websites are provided solely for your convenience. Unless otherwise indicated, Fairstone Bank does not sponsor, endorse, or approve any Third-Party Websites, or the information, goods, or services available from or through those Third-Party Websites. Your dealings with access to and use of Third-Party Websites is at your own risk, and you will not make any claim against Fairstone Bank arising out of your access to or use of any Third-Party Websites.

16. Termination of this Agreement & the Website

Fairstone Bank may, at any time and for any reason and in its discretion: (a) change, suspend or terminate, temporarily or permanently, the Website or any part of it; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Website; all without any notice or liability to you or any other person. If your permission to access or use the Website is terminated by Fairstone Bank or if you cease using this Website because you no longer want to comply with the terms of this Agreement, this Agreement and all other then existing agreements between Fairstone Bank and you or any persons you represent will continue to apply and be binding upon you in respect of your prior access to and use of the Website.

17. General

This Agreement represents the complete agreement between you and Fairstone Bank in relation to the Website. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be removed from this Agreement only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of Fairstone Bank to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Fairstone Bank's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or proceeding arising out of or related to this Agreement or your use of this Website must be brought in the courts of the Province of Ontario located in Toronto, Ontario. You may not assign this Agreement without the express written consent of Fairstone Bank. 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. This provision shall survive the termination of your right to use this Website.

18. User Comments, Feedback, Postcards and Other Submissions

All comments, feedback, postcards, suggestions, ideas, and other submissions submitted or offered to Fairstone Bank on or by this Website or otherwise submitted or offered in connection with your use of this Website (collectively, the "Comments") shall be and remain the exclusive property of Fairstone Bank. Any submission or offer of any Comments shall constitute an assignment to Fairstone Bank of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Fairstone Bank is and shall be under no obligation (a) to maintain any Comments in confidence; (b) to pay you any compensation for any use of the Comments; or (c) to respond to any of your Comments. You agree that no Comments submitted by you to the Website will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Website will be or contain libelous or otherwise unlawful, abusive, or obscene material. You are and shall remain solely responsible for the content of any Comments you make. Do not send us any Comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. We will not have any obligation to keep such Comments confidential and will be free to reproduce, use, disclose and distribute the information to others without limitation. We will be free to use any ideas, concept, know-how or techniques contained in such information for any purpose

whatsoever, including but not limited to developing, manufacturing, and marketing products which incorporate or otherwise rely upon such information. This provision shall survive the termination of your right to use the Website.

19. Indemnification

You agree to defend, indemnify, and hold Fairstone Bank and its affiliates and their respective directors, officers, employees, agents, and contractors harmless from and against any and all loss, actions, claims, damages, costs, and expenses, including legal fees and disbursements on a full indemnity basis, arising from, or related to your use of the Website. This provision shall survive the termination of this Agreement and remain in full force and effect.

20. Privacy

Your use of the Website is subject to the terms of the Walmart Rewards Mastercard's Online Privacy Policy, which is available under the "[Privacy Policy](#)" link. By using the Website, you agree to be bound by the terms of the Walmart Rewards Mastercard's Online Privacy Policy.

21. DISCLAIMER

THIS WEBSITE IS PROVIDED BY FAIRSTONE BANK ON AN "AS IS" AND "AS AVAILABLE" BASIS. FAIRSTONE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FAIRSTONE BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE, BY YOUR USE OF THE WALMARTCANADAFINANCIALSERVICES.CA WEBSITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR: (A) OBTAINING, CONFIGURING AND MAINTAINING ALL COMPUTER HARDWARE, SOFTWARE, TELEPHONE SERVICES, AND OTHER EQUIPMENT AND SERVICES NECESSARY FOR YOU TO ACCESS AND USE THE WEBSITE; (B) SCANNING FOR AND PREVENTING THE RECEIPT AND TRANSMISSION OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; AND (C) MAINTAINING A COMPLETE AND CURRENT BACKUP OF ALL OF THE INFORMATION CONTAINED ON YOUR COMPUTER SYSTEM PRIOR TO ACCESSING OR USING THE WEBSITE. THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE OPERATION OF THE WEBSITE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND FAIRSTONE BANK'S CONTROL. THE OPERATION OF THE WEBSITE MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FAIRSTONE BANK AND THE AFFILIATES AND PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (D) THE INFORMATION CONTAINED IN THE WEBSITE OR DERIVED FROM THE WEBSITE WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE ACCESS TO OR USE OF THE WEBSITE; (F) THE ACCESS TO AND USE OF THE WEBSITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR (G) THE ACCESS TO AND USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND FAIRSTONE BANK AND THE AFFILIATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING ANY SUCH MATTERS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

22. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL FAIRSTONE BANK OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN

AUTHORIZED REPRESENTATIVE OF FAIRSTONE BANK HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR RIGHT TO USE THIS WEBSITE.

23. Governing Law & Dispute Resolution

This Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of the Province of Ontario, Canada, and applicable federal laws of Canada therein, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any dispute between Fairstone Bank and you or any other person arising from, connected with, or relating to the Website, this Agreement, access to or use of the Website, or any related matters ("Disputes") must be resolved before the Courts of the Province of Ontario, Canada sitting in the City of Toronto, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of all Disputes. Any proceeding regarding a Dispute must be commenced in a court of competent jurisdiction in Toronto, Ontario, Canada within six (6) months after the Dispute arises, after which time any and all proceedings regarding the Dispute are barred. You acknowledge that you are responsible for addressing any third-party claims relating to your use of the Website and agree to notify Fairstone Bank of any third-party claims arising from or related to your use of the Website of which you become aware. This provision shall survive the termination of your right to use this Website.