



Brim Financial Inc.

Electronic Access Agreement

Part A: General

1. **Scope:** This Agreement, as amended from time to time, governs your use of your Brim Account and applies when you access or use the Services, regardless of the technology you use to access the Services. Subject to Section 2, this Agreement replaces all prior agreements between you and us for your use of your Brim Account.
2. **Other Agreements:** This Agreement supplements any other existing and future written agreements that you have with us and any terms, conditions or disclaimers provided on our Website. For example, there are a variety of additional terms, conditions and disclaimers in other agreements that govern your use of your Brim Account and Services. If there is a conflict between a term in this Agreement and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.
3. **Changes to this Agreement:** We may change this Agreement at any time by giving notice to you. We will notify you of a change to this Agreement by posting a notice on our Website. Your use of your Brim Account after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using your Brim Account.
4. **Changes to the Services:** You understand that we may add, remove or change any part or feature of the Services, including your Brim Account, the Information Services or the Website at any time, without giving notice to you.
5. **Interpretation:** Capitalized terms used in this Agreement are defined in Part E below.

Part B: User ID, Passwords, Instructions and E-mail

6. **Use:** You must use your User ID and Password to access your Brim Account. You may also be required to answer your Security Question when accessing your Brim Account.
7. **Passwords:** You agree to keep your User ID, Password and Security Question absolutely confidential; they are for your use alone. You will not disclose to others (including a close family member, a friend or any bank or public official) what your Password or Security Question are. You must carefully select your Password and Security Question so that they cannot be easily guessed or reverse engineered by anyone else.

If you have enabled a biometric fingerprint recognition feature as your Password to sign on to your Brim Account or access any Services, any fingerprints stored on your Electronic Device will be able to access your Brim Account. You are not able to assign or restrict which fingerprint(s) can access your Brim Account. Providing your Electronic Device password to a third party or allowing a third party to add their fingerprint to your Electronic Device may provide them access to your Brim Account.

8. **ID, Password or Personal Verification Questions Becomes Known:** If you suspect that someone else knows any of your Password, Security Question or Secret Answer, or is using your User ID, you must change your Password and Personal Security Question immediately and you must notify us by telephone or in person as soon as possible (and in any case within 24 hours after learning or suspecting such loss or use) at 1-866-305-BRIM (2746) or 647-251-BRIM (2746) (collect) and follow the instructions that we give to you.

9. **Responsibility for Losses:** The Primary Cardmember is responsible for any Losses that result from a Cardmember's use of their User ID and their Password or Security Question. The Primary Cardmember is also responsible for any Losses that result from any use by a third party of a Cardmember's User ID and their Password or Personal Security Question, including, without limitation, use by a service provider that provides an online account aggregation service, which retrieves, consolidates and presents your Account for the sole purpose of allowing a Cardmember to view their bank account(s), credit card account(s) and other financial information in one place, that a Cardmember authorized (contrary to Section 7) to use their User ID and their Password or Personal Security Question. Without limiting the generality of the first sentence in this Section 9, the Primary Cardmember is also responsible for any Losses that result if:
- (a) A Cardmember makes an entry error when using their Brim Account;
 - (b) A Cardmember claims that the Account or Service was accessed by someone else but a Cardmember does not co-operate fully in an investigation by us or the authorities; or
 - (c) Someone else uses a Cardmember's User ID without their authority but their actions (or inaction) contribute to that unauthorized use.

The Primary Cardmember acknowledges that the amount of Losses for which he/she may be held liable is not limited by the credit limit for the Account.

The Primary Cardmember agrees that he/she is responsible for any Losses that result from the use of a Cardmember's Electronic Device to access the Services or that result from any use by a third party of a Cardmember's Electronic Device to access the Services. If a Cardmember suspects someone else is using their Electronic Device to access the Services, he/she must notify us in accordance with Section 8 of this Agreement.

10. **Instructions:** You acknowledge that each Instruction that you provide to us is final. You agree that we may rely on your Instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided us with a paper copy of them. The Primary Cardmember agrees that they will be liable for the transactions that are conducted on a Cardmember's Instructions, and any Losses that may arise from these transactions. You agree that we may maintain a record of your Instructions, and, if you provide Instructions by telephone, that we may record your voice or responses and you consent to such recording. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.
11. **E-mail:** E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except as otherwise specified in another written agreement that you have entered into with us, you agree that we are under no obligation to accept or act on any instructions you provide to us by e-mail. If you send us confidential information by e-mail, we will not be liable if it is lost or intercepted, altered or misused by someone else. If you send us an e-mail, you agree that we may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree we will not be liable if the information we provide to you by e-mail as contemplated in this Section 11 is lost or intercepted, altered or misused by someone else.
12. **Declining Your Instructions:** When using the your Brim Account, you agree that we may decline to act on an Instruction if we suspect that the Instructions are not from you, are inaccurate or unclear, have not been properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an Instruction in these circumstances.
13. **Fees:** When you conduct transactions through your Brim Account, you will be charged the transaction fees and charges, if any, provided under your Cardmember Agreement and any other agreements governing your Account and Services. These fees and charges will be billed to your Account, as set out in the agreements governing your Accounts and Services.

14. **No Liability for Information Services:** Except as provided in Section 24 or as required by applicable law, neither we nor our Information Providers will be liable to you for Losses arising from the Information Services. As examples, neither we nor our Information Providers will be liable if the information provided: does not meet your needs, or is not suitable for any particular purpose; is not timely, in sequence, or accurate; or is unavailable at any time. Our Information Providers may enforce the terms of this Agreement against you.
15. **Intellectual Property Rights:** All information and tools we provide online, and all software and systems used by us to provide the Services and the Website, are proprietary to, and owned by, us, our Information Providers and our other licensors, and are protected by intellectual property laws. You agree not to sell, distribute or commercially exploit the information or tools. You further agree not to use the information or tools except for your own personal use. Except as otherwise permitted under this Agreement, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide the Services or the Website; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Website or through the Services in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Website or from other users of the Services. Nothing in this Agreement or on the Website will be construed as providing you with any right, title, and interest in or to any of Brim's intellectual property rights, or to grant you any licenses, whether by implication or otherwise.
16. **Access to Websites; No Streaming of Information:** You agree that you will not use your Brim Account or our Website for an illegal or improper purpose, or take steps that could have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of our systems or that could allow unauthorized access to our systems. You further agree not to use a third party's website, software or service to access your Brim Account or our Website, or to stream or otherwise make available any information we provide online.
17. **Mobile App:** You acknowledge that access to your Brim Account through the Mobile App or through an Electronic Device that restricts the amount of content available to be viewed by you may not have all of the features, functionality, information or content available through other Websites and you agree to regularly access your Brim Account through a Website other than Mobile App or through an Electronic Device that does not have any restrictions to view any content thereon.

Part C: Terms and Conditions for Alerts

18. **General:** The terms and conditions of this Part C apply when you use and/or enroll and use the Alerts Service, and are in addition to the other terms and conditions set out in this Agreement. In accordance with Section 3, you confirm that we may change the terms and conditions in this Part C at any time by posting a notice on our Website. Your continued use of the Alerts Service means you agree to the amended terms and conditions.
19. **Alerts:** You may receive automated alert messages ("**Alerts**"). Alert messages may be sent by regular e-mail, telephone, text message or another method. We may add new Alerts from time to time without prior notice to you, or discontinue old Alerts by posting a notice 30 days in advance on the applicable Website. We may include specific, confidential personal information in Alerts, and you expressly consent to such use of your confidential personal information by us.
20. **Alert Security:** Before you choose to receive, you should review sample message(s) and understand how they will be sent to you. This information is available when you register for these Alerts. Due to their nature, you acknowledge and agree that Alerts may be lost, intercepted, reviewed or altered by others. Telephone Alerts may be provided by an automated message

which would be read to any person who answers your phone or is left on your answering machine.

21. **E-mail Address for Alerts:** Alerts may be sent to the e-mail address you provide as your primary e-mail address for your Brim Account. You can change your e-mail address online through your Brim Account, but this will also change the e-mail address we have on record for you.
22. **SMS Phone Number for Alerts:** Alerts may be sent by text message to the SMS phone number you provide in your Brim Account. Standard messaging and data rates may. You can change your SMS phone number through your Brim Account, but this will also change the SMS phone number we have on record for you.
23. **Limitation of Liability:** You agree that your Alerts may be delayed, not delivered or be inaccurate due to a variety of factors, including technical problems, and except as provided in Section 24 or as required by applicable law, we will not be liable to you for any Losses arising out of your use or inability to use the Alerts, or for the accuracy or inaccuracy of any Alerts, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages. For Alerts, you accept the risk that the Alert messages may be lost, intercepted, reviewed or altered by others.

Part D: Liability, Warranties and Withdrawal of Access

24. **Limitation of Liability:** You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under this Agreement and we will not be liable to you for any other damages. Also, we will not under any circumstances be liable to you for any other Losses, including indirect, incidental, special, punitive or consequential losses or damages including without limitation, loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or any services, including the Services, provided to you by us, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of us or our officers, directors, affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort (including negligence), statute or any other doctrine of law. Gross negligence in this Section 24 means conduct (whether through action or inaction, or through words or silence) which is (a) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
25. **No Liability in Certain Cases:** Subject to applicable law and notwithstanding Section 24, we will not under any circumstances be liable to you for any Losses resulting from:
 - (a) Failure to sign off of your Brim Account after you have finished using it, regardless of how the Service was accessed;
 - (b) Failure to comply with any of your obligations under this Agreement, including those in Sections 7, 8 and 9;
 - (c) Failure to use up to date anti-virus software, anti-spyware software and a firewall on the Electronic Device you use to access your Brim Account, if such security measures are available for the Electronic Device you used;
 - (d) Government restrictions or actions, exchange or market rules or the suspension of trading;
 - (e) A situation in which your Brim Account is unavailable for any reason, or is available but subject to delays or errors; or

- (f) The circumstances where we have indicated that we will not be liable or responsible or that you are responsible in Sections 8, 9, 11, 12, 14, and 23 of this Agreement.

These limitations apply to any act or omission of us or our employees, officers, directors, affiliates, agents or suppliers, including any negligent acts or omissions of such persons, and to any Losses resulting from such act or omission, even if we were advised of the possibility of damages, regardless of the form or the basis of action, including a cause of action in contract, tort (including negligence), statute or any other doctrine of law.

26. **No Warranties:** Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of your Brim Account, the Website and the Account and Services, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) the Services or the Website will meet your requirements; (ii) the Services or the Website will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Services or the Website; (iv) all deficiencies in the Services or the Website can be found or corrected; and (v) that the Website and any communication from us, whether from the Website, or otherwise, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.
27. **Withdrawal of Access:** We may terminate this Agreement with you or withdraw your access to your Brim Account at any time, without notice to you (including at the request of the Primary Cardmember to terminate the access given to an Additional Cardmember to the Account), in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any Losses or inconvenience that result from our withdrawal of your access.

Part E: Other

28. **Definitions:** In this Agreement, the following terms will have the following meanings:
- (a) **"Account"** means the credit card account we open and maintain for the Cards.
 - (b) **"Additional Cardmember"** means a person who has been issued a Card under the Account with the authorization and at the request of the Primary Cardmember.
 - (c) **"Agreement"** means this Electronic Access Agreement.
 - (d) **"Alerts"** has the meaning given in Section 19.
 - (e) **"Alerts Service"** means the feature in your Brim Account which allows you to subscribe to various Alerts for your Accounts to notify you of certain events or conditions.
 - (f) **"Brim", "we", "our" or "us"** means Brim Financial Inc. and its affiliates.
 - (g) **"Brim Account"** means the online service offered by Brim that allows you to view information and/or conduct transactions after Password and/or Personal Verification Question authentication, and includes access through the Mobile App.
 - (h) **"Card"** means any credit card or other account access device issued by us, including any renewal or replacement of such credit card or device.
 - (i) **"Cardmember"** means the Primary Cardmember and any Additional Cardmember.
 - (j) **"Cardmember Agreement"** means your Brim Financial Inc. Mastercard Cardmember Agreement, as amended, modified, supplemented or replaced from time to time in accordance with the terms of the agreement and applicable law.

- (k) **“Electronic Device”** means any electronic device that we allow you to use to access your Brim Account including, a personal computer, cellular phone, telephone, smart phone, wearable device or personal digital assistant.
 - (l) **“including”** means including but not limited to.
 - (m) **“Information Provider”** means a supplier who provides us, directly or indirectly, with all or part of our Information Services.
 - (n) **“Information Services”** means any information services we may make available online, including Brim’s budgeting tool.
 - (o) **“Instruction”** means an instruction that is communicated to us after Password and/or Personal Verification Question authentication through your Brim Account.
 - (p) **“Losses”** means any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment), including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Services provided to you, even if Brim was advised of the possibility of damages or was negligent.
 - (q) **“Mobile App”** means any Website or mobile application, specifically designed by Brim or a third party service provider, through which you may sign on to your Brim Account for use through an Electronic Device.
 - (r) **“Password”** means a confidential combination of numbers and/or letters you use to sign on to or transact on your Brim Account, and the answers to any online Personal Verification Questions you have chosen that permit you to sign on to your Brim Account if you forget your password. If you have enabled biometric fingerprint recognition feature to sign on to your Brim Account or to access any Services, your password includes any fingerprint stored on your Electronic Device and your Electronic Device password.
 - (s) **“Primary Cardmember”** means the person who applied for the opening of the Account and the issuance of a Card and in whose User ID the Account has been opened and to whom a Card has been issued under this Cardmember Agreement.
 - (t) **“Service”** means any product or service you can access through your Brim Account which can be accessed by an Electronic Device.
 - (u) **“Security Question”** means the questions and answers that you may be required to choose, and provide answers to when prompted, to help us confirm that you are the person accessing your Brim Account.
 - (v) **“User ID”** means the user ID/name you use to sign on to your Brim Account.
 - (w) **“Website”** means any website operated by Brim, a Brim affiliate through which you sign on to your Brim Account.
 - (x) **“you”** and **“your”** means each Cardmember. If there is more than one Cardmember, **“you”** and **“your”** refer to each one of you.
29. **Governing Law, Etc.:** Except for residents of Quebec: (a) this Agreement is governed and interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada; and (b) you agree to submit to and be bound by those laws and the courts of Ontario in the event of any dispute relating to this Agreement. For residents of Quebec: (a) this Agreement is governed and interpreted in accordance with the laws of the province of Quebec and the

applicable laws of Canada; and (b) you agree to submit to and be bound by those laws and the courts of Quebec in the event of any dispute relating to this Agreement. Any judgment we obtain will not affect your obligations under this Agreement.

30. **Severability:** If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
31. **Quebec Only:** You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.
32. **Accessing Website from other Jurisdictions:** You acknowledge and agree that while you may access the Website from other jurisdictions outside of Canada, some aspects of the Services or some information on the Website may not be available to you in those jurisdictions. We are only offering to you Services that are legally permitted in the jurisdictions from which you access the Website or the Services, whether through your Brim Account or otherwise. If you access or use the Services or the Website outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access or use of the Services or the Website by you.
33. **Privacy:** All information you submit to Brim through our website maybe used by Brim in accordance with the terms of our Privacy Policy. To view our Privacy Policy, please click on the link located in the footer of our website.

April 1, 2018