

## **Digital Wallet Terms of Service for Customers of Zum Rails Inc.**

June 13, 2025

### **1. Introduction**

These Terms of Service are a legal agreement between the Cardholder (“You” or “Cardholder”), and Zum Rails Inc. (“Zum Rails”) that governs your access to and use of any eligible Zum Rails Prepaid card (“Card”) when you add, use or remove a Card in any digital Wallet (“Wallet”) through a respective Compatible Device (“Device”). **It is important that you read and understand these Terms of Service because you will indicate your acceptance of these Terms of Service when enrolling in a Digital Wallet or seeking to obtain the provisioning one or more Cards for use through any and all services offered by Zum Rails.**

By agreeing to these Terms of Service, you consent to the collection, use and disclosure of your personal information as described in Zum Rails’ privacy policy and section 9 (Privacy) below.

### **2. Applicable Documents and Agreements**

#### **Cardholder Agreement**

Use of a Card with a Wallet is governed by your Cardholder Agreement with Zum Rails and any other applicable terms and policies by and between the Cardholder and Zum Rails (collectively “Card Agreement”). Cardholder understands and agrees that all of the terms and conditions of your Card Agreement, as applicable, form part of these Terms of Service. All references to “Card” in your Card Agreement include the digital card contained in your Wallets. If there is a conflict between these Terms of Service and the applicable Card Agreement, these Terms of Service will govern to the extent necessary to resolve the conflict.

#### **Wallet Agreements**

Your use of the Wallet and accompanying services may be governed by or be subject to agreements or terms of use entered into with Zum Rails in its capacity as the Wallet Provider.

### **3. Use of Cards in a Wallet**

If you want to add a Card to a Wallet, you must follow the procedures adopted by Zum Rails, and any further procedures Zum Rails adopts. You understand that we may not add a Card to a Wallet if we cannot verify your information or identification, if your account is not in good standing, or if we otherwise suspect that there may be fraud associated with your Card or Wallet.

Zum Rails may allow you to make purchases using an added Card wherever the respective method of payment is accepted. The method of payment in question may not be accepted at all places where your Card is accepted.

#### **4. Removal of your Card**

Zum Rails may not permit the addition of a Card to a Wallet, or may remove, suspend or cancel your access to a Wallet at any time, if we cannot verify the Card, if we suspect that there may be fraud associated with the Card or Wallet, if your account is not in good standing, if applicable laws change, or for any other reason determined by Zum Rails in its sole discretion. You may suspend, delete or reactivate a Card from a Wallet by following Zum Rails' procedures for suspension, deletion or reactivation. In certain circumstances your Card may be suspended or removed from your Wallet by Zum Rails.

#### **5. Maximum Dollar Limit for Transactions**

MasterCard, Zum Rails or Participating Merchants may, in their discretion, establish from time to time a maximum dollar limit for a single Transaction that may be completed using a particular Wallet. Different dollar limits may be set for different Wallets. As a result, you may not be able to use a Wallet to complete a Transaction, even if you have met the eligibility requirements for that particular Wallet.

#### **6. Applicable Fees**

We do not charge you any fees for adding a Card to a Wallet. Please consult your Card Agreement for any applicable fees, interest or other charges associated with your Card. Your mobile service carrier or provider, or other third parties may charge you service fees in connection with your use of your Device or respective payment method.

#### **7. Security Requirements**

You are required to contact us immediately if your Card is lost or stolen, if your Device is lost or stolen, or if your Card account is compromised. If you report your Card lost or stolen, you will be able to continue to make Transactions using a Wallet on your Device unless you instruct us to suspend your service to that respective Wallet. If you report your Device lost or stolen, you will be able to continue to make Transactions using your Card. If you get a new Device, please be sure to delete all your Cards and other personal information from your prior supported Device.

You are required to contact us immediately if there are errors or if you suspect fraud with your Card. We will resolve any potential error or fraudulent purchase in accordance with your Card Agreement, as applicable.

You agree to protect and keep confidential your Device and User ID and/or any passwords (including any biometric authentication information) and all other information required for you to make purchases with your Card using a Wallet. If you share these credentials with others, they may be able to access the Wallet and make purchases with your Card or obtain your personal information.

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Card in a Wallet is sent in a secure manner. Zum Rails is not responsible if there is a security breach affecting information stored in or sent from a third party.

You are prohibited from using any Wallet on a Device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You may be solely liable for any losses, damages and expenses incurred as a result of your use of the Wallet on a compromised Device.

## **8. Liability for Loss**

Subject to applicable law, the Cardholder is responsible for all Transactions and any resulting interest, fees or losses incurred that are made using your Card or via a Wallet if you fail to comply with obligations described under "Security Requirements" until we receive written or verbal notice from you in accordance with that Section.

Zum Rails will not be liable for any losses you incur except as set out in these Terms of Service or specifically described in your Card Agreement, or otherwise provided by applicable law.

## **9. Privacy**

### **Applicable to all Wallets**

You agree that your personal information will be handled in accordance with your product application and the Zum Rails privacy policy, available online at [www.zumrails.com/privacy-policy](http://www.zumrails.com/privacy-policy). The policy describes:

- i. The key purposes Zum Rails collects and handles your information
- ii. The types of information we handle
- iii. Who we may share your information with (they may be outside of your province or Canada)

- iv. Your privacy rights and choices, such as opting out of marketing communications, including customized marketing and offers from Zum Rails and trusted partners

Zum Rails may share with or receive from Third Parties such information as may reasonably be necessary to determine your eligibility for, enrollment in and use of the respective Wallet and any Wallet features you may select (for example, your name and Card details such as Card number and expiration date) and for such purposes as fraud detection and prevention (for example, informing Wallet providers if you notify Zum Rails of a lost or stolen Device).

#### **Applicable to Apple Pay and Samsung Pay Wallet Providers**

Zum Rails may aggregate your information with other information or make it anonymous and may use any such aggregated or anonymous information for purposes set out in our privacy policy or in the respective Wallet agreements or terms of use or service. Although your Transactions may be processed or displayed through a Wallet, Zum Rails does not permit third parties to view, use or store your Transaction details, including your most recent Transactions if this feature is enabled.

#### **Applicable to Google Pay Wallet Provider**

Zum Rails shares selected Google Pay transaction information with Google for each card you have added to Google Pay to display your transaction history and facilitate your participation in Google Pay. In addition, Google may use your Google Pay transaction information in an aggregated or anonymized form for the purpose of understanding performance and improving Google Pay. The selected Google Pay transaction information that Zum Rails shares with Google will not be used by Google to provide targeted advertising or offers. Google may collect additional transaction information, account and other personal information from third parties, including merchants, and may combine it with information obtained from your use of other Google services in order to display your transaction history and enhance your Google Pay experience. For more information, refer to the [Google Pay Terms of Service](#)  
Opens in a new window.

#### **10. No Warranty and Exclusion of Liability**

For the purposes of this Section, “Zum Rails” means Zum Rails and its agents, contractors, distributors, channel partners and associated service providers, and each of their subsidiaries. All of the parties listed in the preceding sentence are third-party beneficiaries of this Section. The provisions set out in this Section shall survive termination of these Terms of Service.

Zum Rails is not responsible for the use or function of the Wallet. You acknowledge and agree that Zum Rails makes no representations, warranties or conditions relating to Wallets of any kind, and in particular:

(a) Zum Rails does not warrant the operability or functionality of any Wallet or that a respective Wallet will be available to complete a Transaction; (b) Zum Rails does not warrant that any particular merchant will be a Participating Merchant at which a Wallet is available; (c) Zum Rails does not warrant that a Wallet will meet your requirements or that the operation of a Wallet will be uninterrupted or error-free; and (d) Zum Rails does not guarantee the availability or operability of the wireless networks of any Device. In situations where you have a physical Card, you may want to consider keeping your physical Card with you to use in the event when you cannot make a Transaction through a Wallet.

Zum Rails will have no liability whatsoever in relation to a Wallet, including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Wallet, or any loss, injury or inconvenience you suffer.

## **11. Changes to the Terms of Service**

We may change, either permanently or temporarily, any term of these Terms of Service or replace these Terms of Service with another agreement, at any time. We will give you written notice of a change and any other information required by law at least 30 days before the change is stated to come into effect in the notice, by any method allowed by applicable law including by posting a notice on [www.zumrails.com/legal](http://www.zumrails.com/legal). You may refuse the change by terminating these Terms of Service without cost, penalty or cancellation indemnity by stopping your use of a Wallet within 30 days of the effective date of the change.

## **12. Contacting us**

If you have any questions about anything concerning mobile payment services or these Terms of Service, please contact Zum Rails.

If you have any questions, disputes or complaints about a Wallet, you should contact the respective provider.

## **13. Definitions**

In these Terms of Service,

**Cardholder** means primary cardholder of any Zum Rails prepaid card;

**Cardholder Agreement** means the agreements governing the prepaid card account associated with your Zum Rails prepaid card, as it may be updated, enhanced or modified by Zum Rails from time to time;

**Zum Rails, we, our or us** means Zum Rails Inc. and its subsidiaries;

**Service Agreement** means the agreements governing the prepaid card account associated with your Zum Rails prepaid card, as it may be updated, enhanced or modified by Zum Rails from time to time;

**Compatible Device** means any device, including but not limited to computers, mobile phones, digital tables, wearables, virtual headsets and devices, televisions, refrigerators, thermostats and cars, that is supported by a Wallet provider to successfully and legally process and complete Transactions;

**Participating Merchant** means a merchant that allows customers to complete Transactions using a Wallet;

**Zum Rails Prepaid Card Agreement** means the agreements governing the prepaid card account associated with your Zum Rails prepaid card, as it may be updated, enhanced or modified by Zum Rails from time to time;

**Transaction** means any credit, debit or prepaid transaction made using a Wallet, including any transactions by any Zum Rails credit card authorized user;

**User ID** means any and all information related to successfully logging into a Wallet;

**Wallet** means either an independent or free-standing digital service provided by a third party that allows the facilitation of successful processing and completion of payments and transfer of funds through a Compatible Device;

**You** or **your** means each Cardholder.