

## Momentum Savings Challenge Terms of Use

Last updated: January 8, 2022

### ELIGIBILITY

To participate in the Momentum Savings Challenge by way of the QUBER app, you must:

- Be 17 years of age or older
- Reside in Calgary, Alberta, Canada, or within 150km of Calgary
- Have a household income at or below the Low Income Cut OFF (LICO) set out by the Government of Canada and as defined by Statistics Canada, +40%.

A Participant in the Momentum Savings Challenge is eligible to participate for a maximum of twelve (12) months and this Agreement automatically terminates after a ten (10) to twelve (12) month period per the Term & Termination section below.

Contact Momentum at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org) if you have any questions before using QUBER to access the Challenge.

Please read this entire document before participating in the Momentum Savings Challenge (the “Challenge”), via the mobile app developed by QUBER (the “**QUBER App**”) provided by QUBER Technologies, Inc. (“**QUBER**”). All QUBER Terms & Conditions associated with the QUBER App also apply to participants of the Challenge.

**IF YOU DO NOT AGREE WITH OUR TERMS OF USE, PLEASE DO NOT PARTICIPATE IN THE CHALLENGE. IF YOU UNDERSTAND AND AGREE TO THE TERMS OF USE, CLICK “I AGREE TO THE TERMS OF THE MOMENTUM SAVINGS CHALLENGE” IN THE QUBER APP.**

### AGREEMENT

By using or accessing the Challenge by Momentum Community Economic Development Society (“**Momentum**”, “**we**”, “**us**” or “**our**”), via the QUBER App, you represent that you have read and understand these Terms of Use (the “**Terms**”) and our [Privacy Policy](#) and you agree to be bound by these Terms and our Privacy Policy which describes the collection, use, disclosure and safeguarding of your personal information by Momentum (the “**Privacy Policy**”).

Subject to the provisions of this paragraph, we reserve the right to amend, alter, or otherwise update the Terms in our sole discretion, and you agree to be bound by such modifications, alterations or updates.

These Terms represent an agreement between you and Momentum and contain the terms and conditions governing your use of and access to:

- 1) our website at [momentum.org](http://momentum.org) and all other Momentum websites to which these Terms are posted (collectively, the “**Website**”); and
- 2) any products, services, and applications made available through the Website or the Challenge.

**Your use of and access to the Challenge are subject at all times to these Terms and our [Privacy Policy](#). Please read these Terms and our [Privacy Policy](#) carefully.**

By clicking “I agree” to these Terms, you acknowledge that you agree to be bound by these Terms. If you do not agree to these Terms, please discontinue accessing the Challenge via the QUBER App immediately. By participating in the Challenge, you represent and warrant that you are a Canadian citizen or resident, and meet all of the foregoing eligibility requirements.

Contact Momentum at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org) if you have any questions before using QUBER to access the Challenge.

## Definitions

For purposes of these Terms, the following terms have the following meanings:

“**Aggregated Data**” means aggregated, anonymized data pertaining to a group of participants without any risk of disclosing any one participant’s identity.

“**Agreement**” means the agreement created by way of your acceptance of these Terms of Use. The Agreement is between you and Momentum and outlines the Challenge’s parameters. This Agreement also applies to your estate, your heirs, executors, administrators and your personal and legal representatives.

“**Business Day**” means Monday through Friday, excluding statutory holidays under the laws of the Province of Ontario or the laws of Canada.

“**Cashout**” means the withdrawal of funds from your Challenge Balance (as defined herein), and the transfer of same to your Funding Source by QUBER, pursuant to the terms and conditions of QUBER.

“**CDIC**” means the Canada Deposit Insurance Company.

“**Challenge**” means the Momentum Savings Challenge that is offered through the QUBER App, and includes Momentum’s website and any mobile applications.

“**Challenge Balance**” means the total balance held in your designated QUBER Vault for the Momentum Savings Challenge (sum of all deposits for the Momentum Savings Challenge and any incentives received for the Momentum Savings Challenge).

“**Challenge End Date**” means 11:59PM on the last day of the tenth full calendar month following a Participant’s registration for the Challenge, unless extended because the Participant elects to skip a withdrawal pursuant to the “Skip Withdrawal” section, in which case the Challenge End Date may be extended as per the these Terms, but in no event will the Challenge End Date be later than 11:59PM on the last day of the twelfth full calendar month following a Participant’s registration for the Challenge.

“**Deposit**” means the deposit of funds to your Challenge Balance.

“**Funding Source**” means your chequing account that is the source of Deposits. It is also the destination of Cashouts.

“**Incentives**” means funds that you may be eligible for based on the amount you have saved, or based on your participation in the Challenge until a certain milestone is reached. Once granted, the Incentives will appear as part of your Challenge Balance via the QUBER App and can be withdrawn along with all of the funds you have saved during the Challenge. This is done via the, “Cashout” button on your Challenge dashboard. Before the Incentives are made available to you, further information may be required to satisfy eligibility requirements for Incentives, including additional information to confirm your identity and your annual household income.

“**Profile**” means the Participant Information you provide in order to set-up, maintain and/or use the Challenge via the QUBER App.

“**QUBER**” means QUBER Technologies, Inc.

“**QUBER App**” means QUBER’s mobile application.

“**Recurring Deposit**” means a pre-determined Deposit on a regular basis.

“**RRSP**” means registered retirement savings plan.

“**TFSA**” means tax-free savings account.

“**Terms of Use**” or “**Terms**” means these Terms of Use.

“**Participant**”, “**you**” or “**your**” means you.

“**Participant Information**” or “**Your Information**” means your name, address, email address, mobile device number, and other information that you have provided to Momentum via the QUBER App for the purpose of participating in the Challenge. This includes any additional information that you provide to Momentum, including information provided to confirm your identity and your eligibility for the Challenge.

“**Website**” means our website at [momentum.org](http://momentum.org) and all our other websites.

“**We**”, “**our**” or “**us**” means Momentum Community Economic Development Society.

## TERMS & CONDITIONS

In consideration of your participation in the Challenge, you agree to the following Terms:

### Your Responsibilities as a Participant in this Challenge

**Momentum shall, via the QUBER App, provide you with your Profile and the services described in these Terms. As a Participant, you covenant and agree to be responsible for your Profile, including any fees or expenses that apply as you use it. Momentum does not charge any fees for set up or use of your Profile.**

These Terms include, among other things, your authorization for text, phone or email communications from Momentum and the terms and conditions relating to the sharing of your personal information with Momentum for the purposes described in these Terms, including providing you with information and product recommendations to help further your financial wellness and reach your financial goals. Momentum is a charitable organization, and is not compensated for educating participants on the different types of financial products in the market, or for recommending certain products.

You may withdraw your consent to receive further communications by way of text, phone or email at any time by contacting us at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org). However, you will still receive communications from Momentum with respect to your account and transactions relating to the Challenge, as well as other information that is required to be provided to you. Any withdrawal of your consent to receive communications by Momentum will be effective within 10 Business Days of your withdrawal. Please note that withdrawal of your consent to receive communications electronically will not apply to communications provided by us to you before the withdrawal of your consent becomes effective.

You represent and warrant that you will abide by all applicable anti-money laundering rules, including, but not limited to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and that you will, upon request, provide Momentum and QUBER with any information or documents that QUBER or Momentum may require in order to comply with applicable regulatory requirements, including anti-money laundering rules and other applicable requirements.

You agree not to authorize any other person or entity to use your username and password or your mobile device to access the Challenge. You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other Participant Information. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your Participant Information or your mobile device or from unauthorized or fraudulent transactions associated with your Funding Source or Challenge Balance. If you suspect or become aware of any unauthorized activity or access to your username, password, or mobile device, you must contact us immediately at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org).

**i. Review Your Information Regularly; Keep it Up to Date and Accurate**

You represent and warrant that all Participant Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or Your Information. You acknowledge that Momentum will be relying on the information you provide to verify your identity and your eligibility to participate in the Challenge and to earn Incentives, where applicable.

You agree to promptly notify us of changes to Your Information by updating your Profile within the QUBER App.

It is your responsibility to review your account activity at least once per month. If you find an error or if something seems wrong, it is your responsibility to notify both QUBER and Momentum at [support@QUBER.ca](mailto:support@QUBER.ca) and [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org), so that we may investigate. If you wish to dispute any account activity, you must notify us within sixty (60) days of the date the disputed transaction or item was either posted to your Profile or missed. If you do not notify us within that time period, then you agree that your transactions and balances are conclusively accurate, regardless of whether you received a statement or otherwise reviewed the activity on your Profile. Despite this, QUBER may still debit your Funding Source for any amount that was credited in error or dishonoured.

You agree that if the information you have provided us is inaccurate, untrue, not current or incomplete, you will have materially breached this Agreement and Momentum reserves the right to terminate your participation in the Challenge at which point we will change your QUBER permissions so that you may only access QUBER in its “Classic” mode, and you will need to click the “Cashout” button in QUBER to return the amount in your Challenge Balance to your Funding Source as set forth in these Terms.

**ii. Submit Identifying Documents as Needed**

For our compliance purposes, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity, your city or town of residence and household income. When you register for the Challenge, when you wish to Cashout your Incentives, and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- a copy of your government-issued photo ID, such as a passport or driver’s license;
- a copy of your Notice of Assessment, as issued by the Canada Revenue Agency pursuant to your tax filing;
- a copy of a pay statement from your employer, or proof of income from a government agency, dated within three months of our request, with your name and street address on it; and
- such other information and documentation that we may require from time to time.

You will be authorized to participate in the Challenge, subject to these Terms, QUBER's requirements to access the QUBER App, and receipt of certain documentation requested by Momentum. However, Momentum reserves the right to manually remove you from the Challenge if you do not submit the documentation requested by Momentum, or if Momentum does not believe that you qualify for the Challenge. If Momentum determines that you are not eligible for the Challenge, you will not be eligible for future challenges hosted by Momentum.

If you are removed from the Challenge, you will still have access to the Cashout button, and you must click the Cashout button if you wish to return funds to your Funding Source.

### iii. Be Aware of Fees Charged by your Financial Institution

You will not be charged for services provided by Momentum via the QUBER App and there is no fee to participate in this Challenge. The only applicable fees are those charged to you by the financial institution at which you keep your Funding Source. This includes fees related to transactions, overdrafts, and non-sufficient funds. Momentum shall be in no way responsible for payment of the aforementioned fees. **However, Momentum may elect, at its sole discretion, to reimburse you for your first NSF Fee while using the QUBER App, up to a maximum of CAD \$45.00. If Momentum elects to reimburse you for your first NSF Fee, the reimbursement will be placed in a QUBER jar. You will then need to click Cashout on the jar to send the funds to your Funding Source.**

**If your Deposit is not processed due to insufficient funds, please contact Momentum immediately at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org), and indicate whether you wish to "Skip withdrawal" or "Quit" the Challenge.** QUBER will freeze your Profile, including all transfers, following an insufficient funds incident until directed otherwise by Momentum. If Momentum does not receive instructions before the next scheduled Deposit following the insufficient funds incident, Momentum shall assume you wish to "Skip withdrawal". If Momentum still does not receive a response by the second scheduled Deposit, Momentum will "Quit" the Challenge for you and you may only access QUBER in its "Classic" mode. You will need to click the "Cashout" button in QUBER to return the amount in your Challenge Balance to your Funding Source as set forth in these Terms. Skipping scheduled withdrawals (Deposits) may interfere with your eligibility to earn certain Incentives.

### iv. Report Fraudulent Activity

If you suspect fraudulent activity on your account, if your mobile device is lost or stolen, or if you suspect someone has gained unauthorized access to your username and password, you must contact us immediately at [support@QUBER.ca](mailto:support@QUBER.ca) and [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org). In order to take any action, you will need to provide certain Participant Information so we can verify your identity.

## Requirements to Participate in this Challenge

In order to participate in this Challenge, you must meet the eligibility requirements set out above, and you must covenant and agree to:

- a) accept and agree to these Terms, and our Privacy Policy;
- b) accept and agree to the terms & conditions of the QUBER App;
- c) register for the Momentum Group Savings Challenge via the QUBER App;
- d) have a bank account with a Canadian financial institution; and
- e) provide all information requested by us, such as your name, address, email address, mobile device number, and such other information as we may request from time to time (collectively, "**Participant Information**").

## Privacy and Collection of Your Information

**When you register for a Profile on the QUBER App, and select Momentum from the Group Savings Challenges, you will be required to provide Momentum with Your Information. This information is required in order to provide you with access to the Challenge and to comply with legal and regulatory requirements.**

You must further consent to sharing your personal information with Momentum for the purposes described in these Terms. For more details on the information that Momentum collects from you and how we collect, use, disclose and safeguard this information please see Momentum's [Privacy Policy](#). Any and all information provided by you to Momentum via the QUBER App is protected and disposed of in accordance with Momentum's Privacy Policy and in compliance with applicable laws and regulations. Momentum reserves the right to disclose your personally identifiable information as required by law.

### **Aggregated Data**

You grant Momentum a non-exclusive, transferable, assignable, irrevocable, royalty-free, worldwide, perpetual license to create Aggregated Data and to use such Aggregated Data, and all modifications thereto and derivatives thereof, for any purpose, including, without limitation, to improve the Challenge, develop new products and services, understand usage, build and create data profiles and conduct statistical research and analysis for comparative and historical insights.

Momentum will only provide Aggregated Data to our funders and partners. Momentum will never have access to your Funding Source access credentials or be able to view your history of transactions outside of the Challenge beyond what you share voluntarily.

### **Term & Termination of this Agreement**

**In the event that this Agreement is terminated or if you remove Your Information from your Profile, Momentum may maintain Your Information and may continue to use Your Information, in accordance with our Privacy Policy.**

The term of this Agreement will begin when you register for the Challenge (i.e., create a Profile) and will continue until the Agreement is terminated by either party as outlined in this section, or automatically if you are no longer participating in the Challenge **which ends on the Challenge End Date**. For greater certainty, the Momentum Savings Challenge is a special partnership with Momentum and QUBER and Momentum's involvement in the Challenge will terminate after ten to twelve months based on the conditions outlined in this section.

Subject to an extension described in the succeeding sentence, your participation in the Challenge will terminate automatically **at 11:59PM on the last day of the 10th full calendar month** following your registration for the Challenge (the "**Challenge End Date**"). For a maximum of two occurrence, if you skip a withdrawal pursuant to the "Skip Withdrawal" section below, the Challenge End Date will be extended by a single calendar month. In no event shall the Challenge End Date be extended by more than two calendar months. QUBER will use its best efforts to provide a thirty-day notice that will be emailed to the most recent email address that you have provided to Momentum. Following the Challenge End Date, unless you opt-out, you will automatically be enrolled in the Savings Challenges made available by QUBER at the time of Participant enrollment (the "**QUBER Challenge**"). Your participation in the QUBER Challenge will be governed by QUBER's own rules, terms and conditions (as more fully described in the section titled "Automatic Enrollment in the QUBER Challenge") and these Terms will no longer apply.

### **Automatic Enrollment in the QUBER Challenge**

**THE MOMENTUM SAVINGS WILL TERMINATE ON THE CHALLENGE END DATE. FAILURE TO OPT-OUT OF THE QUBER CHALLENGE PRIOR TO THE CHALLENGE END DATE WILL RESULT IN THE AUTOMATIC RE-ENROLLMENT OF PARTICIPANTS IN THE QUBER CHALLENGE. PARTICIPANTS**



**MUST ENSURE THAT THERE ARE SUFFICIENT FUNDS IN THEIR FUNDING SOURCE TO ALLOW FOR AUTOMATIC WITHDRAWALS AS PER THE QUBER CHALLENGE RULES. FAILURE TO DO SO MAY RESULT IN FEES AND OTHER COSTS ASSOCIATED WITH INSUFFICIENT ACCOUNT FUNDS AND OVERDRAWN AMOUNTS AS A RESULT OF THE POLICIES OF YOUR FINANCIAL INSTITUTION OR OTHERWISE. MOMENTUM WILL NOT BE RESPONSIBLE FOR RE-IMBURSING YOU FOR THESE FEES OR COSTS.**

By electing to continue with the QUBER Challenge (by not opting out when prompted to so) you are agreeing to be bound by QUBER's various terms and conditions and policies, including the following:

- a) QUBER's Privacy Policy: <https://www.quber.ca/privacy>; and
- b) QUBER's Terms and Conditions: <https://www.quber.ca/terms/>.

For information about the QUBER Challenge and QUBER's terms and conditions visit the QUBER website (<https://www.quber.ca/>) and see QUBER's FAQ page for the QUBER Challenge located at: <https://www.quber.ca/challenges>.

### Early Termination

You may terminate the Agreement immediately for any reason with or without cause by selecting the "Cashout" button on your Challenge dashboard, and then selecting, "Cashout and Quit". If you terminate your participation in the Challenge by using the "Cashout" button, the funds in your Challenge Balance shall be returned to your Funding Source by QUBER, pursuant to the terms and conditions set out by QUBER. Your QUBER account will continue to exist following termination, however you will no longer have access to the Momentum Savings Challenge. If you wish to restart the Challenge at a later date, you must email Momentum at [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org) within 60 days of electing to "Cashout and Quit." Momentum may terminate this Agreement immediately upon notice to you for any reason, with or without cause. Upon termination of this Agreement, Momentum will immediately cease providing the Challenge to you and all usage rights granted under this Agreement shall terminate. You will only be able to access QUBER in its "Classic" mode, and you will need to click the "Cashout" button in QUBER to return the amount in your Challenge Balance to your Funding Source.

You understand and acknowledge that the termination of this Agreement may involve the anonymization of Your Information so that it may be incorporated into Aggregated Data. Momentum will not be liable to you or to any third party for any liabilities, claims or expenses arising from or relating to any termination. We may suspend your right to use the Challenge if: (i) you breach the terms and conditions of this Agreement; (ii) we suspect that your Profile is being used without authorization; (iii) we suspect that your Profile is being used for illegal or fraudulent purposes; or (iv) in order to comply with any applicable law or regulation.

### Modification and Updates to These Terms

**We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms at any time and you agree to be bound by such modifications, alterations or updates.**

Momentum may update, amend or revise these Terms from time to time in its sole discretion, and you agree to be bound by such modifications, alterations or updates. By agreeing to these Terms, you agree that you understand and acknowledge your obligations hereunder. You agree that you will review these Terms periodically. If you do not agree to the terms of this Agreement, your sole recourse is to terminate your use of the Challenge. Except as otherwise expressly stated by Momentum, any use of the Challenge is subject to the version of this Agreement in effect at the time of use.

### Confidentiality and Unauthorized Access

**You agree and understand that you are responsible for maintaining the confidentiality of any credentials used to access your Profile.** If you become aware of any unauthorized access to your Profile or if you believe that someone is accessing your account without your permission, you must immediately notify QUBER and Momentum at [support@QUBER.ca](mailto:support@QUBER.ca) and [onlinesavings@momentum.org](mailto:onlinesavings@momentum.org).

### QUBER and the Challenge

Momentum is not a financial institution and does not accept deposits. All funds transferred onto the QUBER App by the Participant shall be held in trust on your behalf by QUBER, and subject to the terms and conditions set out by QUBER. QUBER is solely responsible for handling any deposits into your Challenge Balance, and any withdrawals from your Challenge Balance.

#### i. Deposits

You acknowledge and agree that you must connect your Funding Source to the QUBER App, pursuant to the terms and conditions set out by QUBER, in order to participate in the Challenge, fund your Challenge Balance, and receive Incentives. You also agree to specify your savings preferences for the term of your participation in the Challenge, as provided for on the QUBER App. Deposits made via the QUBER App will appear in your Challenge Balance, appearing in your Challenge dashboard within the QUBER App.

The funds are held in a deposit account at a Canadian financial institution and are insured by the Canada Deposit Insurance Company (“**CDIC**”), subject to certain limitations as outlined at [www.cdic.ca](http://www.cdic.ca). The funds held as your Challenge Balance do not constitute liabilities of Momentum. While the funds held under your Challenge Balance may constitute deposit liabilities of the Canadian financial institution where such funds will be held pursuant to the CDIC, Momentum does not claim that any or all of your Challenge Balance will be protected thereunder. **Deposits made to your Challenge Balance shall be made at your own risk. Under no circumstances shall Momentum be liable for any indirect or direct damages arising out of or in connection with your access or use of the Challenge or your Challenge Balance.**

You acknowledge and agree that the information that you provide about your Funding Source is Your Information and you represent and warrant that it is true, accurate, current and complete information. You will receive confirmation through the QUBER App when your Funding Source is connected to your Profile for the purpose of making Deposits or Cashouts.

#### ii. Skip Withdrawal

If you are unable to commit to your scheduled Deposit for any given period, please select the “Skip withdrawal” button in the Challenge dashboard to prevent money from transferring from your linked account to your Challenge Balance.

Please be aware that when you elect to “Skip withdrawal”:

- (a) this election is not indefinite – only the next scheduled withdrawal will be skipped;
- (b) you must click the “Skip withdrawal” button at least one (1) Business Day in advance of your scheduled savings to prevent the money from transferring from your Funding Source to your Challenge Balance;
- (c) you may only elect to “Skip withdrawal” twice during the term of the Challenge if you chose to save monthly, or you may elect to “Skip withdrawal” 4 times if you chose to save bi-weekly, and any failed Deposits due to insufficient funds will count towards your opportunities to “Skip withdrawal”;
- (d) you may become ineligible for certain Incentives due to skipping a withdrawal; and
- (e) your scheduled savings will resume in ordinary course the following period, automatically.



You acknowledge and agree that selecting Skip withdrawal will extend that Challenge End Date as outlined by the Term & Termination section above.

### iii. Cashouts

You may withdraw your balance in full from your Challenge Balance at any time by clicking the “Cashout” button on your Challenge dashboard on the QUBER App. Cashouts will be processed pursuant to the terms and conditions of QUBER. You must have sufficient funds in your Challenge Balance to complete a Cashout. Your Cashout request may not exceed your Challenge Balance.

Momentum will not charge you any fees or penalties to withdraw your funds, but you may become ineligible for future Incentives from the Challenge or future savings challenges involving Momentum. Your savings deposit must have been in the QUBER Vault for a minimum five (5) days before Cashout to be eligible for associated Incentives.

You acknowledge that Momentum is not liable for any error or processing delay caused by any third party, including QUBER, any financial institution that maintains your Funding Source or any service provider or vendor of any such financial institution. You agree that Momentum shall not be liable for any fees or penalties charged by any financial institution that maintains your Funding Source or any other account in your name (including without limitation any registered account such as a RRSP or TFSA) in connection with a Deposit or a Cashout, including any overdraft fees and charges relating to insufficient funds. You agree that you are responsible for any fees or penalties that you may incur from any financial institution that maintains your Funding Source.

You also acknowledge and understand that it is your responsibility to provide correct payment instructions for Deposits and Cashouts. You acknowledge that incorrect or incomplete information regarding your Funding Source or regarding instructions to make a Deposit or Cashout may result in the transaction being rejected or processed incorrectly, and may leave you ineligible for Incentives.

### iv. Challenge Balance

You may obtain your Challenge Balance and account activity at any time by accessing your Challenge dashboard on the QUBER App.

### v. Interest

You acknowledge and agree that you will not receive any interest or other earnings, other than the Incentives, on your Challenge Balance, and nothing in these Terms grants Momentum any rights to the principal of the funds in your Challenge Balance.

### vi. Restrictions to the Challenge

You may only participate in the Challenge for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the services offered by Momentum, the Challenge and the QUBER App must comply with all applicable laws and with the terms and conditions of Momentum and QUBER, as applicable. If your use of the services is prohibited by applicable law, then you are not authorized to participate in the challenge. We are not responsible if you use the services in any manner that violates applicable law.

### vii. How to Exit (Quit) the Challenge

You may exit the challenge by selecting the “Cashout” button in the Challenge Dashboard, then selecting, “Cashout and Quit”. Your Challenge Balance will be deposited back to your linked bank account pursuant

to the terms and conditions of QUBER. If you quit the challenge, you will no longer be able to access the Momentum Savings Challenge. However, your QUBER profile will remain active until you email QUBER at [support@QUBER.ca](mailto:support@QUBER.ca).

### Indemnification

**You agree to indemnify and hold Momentum, our employees and our directors, harmless from any claim or demand, cause of action, liabilities and costs arising from or relating to: (i) your participation in the Challenge; (ii) your use of the QUBER App; (iii) your violation of these terms; (iv) your violation of any third party's rights; and (v) any incomplete or incorrect information regarding yourself, your Funding Source or Deposit or Cashout instructions.**

You agree that Momentum shall not be held liable for any act or omission of QUBER, of any financial institution that maintains your Funding Source, or for any act or omission of any service provider or vendor of any such financial institution.

### Limitation of Liability

Except where such exclusions are prohibited by law, under no circumstance will Momentum nor its affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable to you for any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, breach of privacy, or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, or reliance on, or participation in, the Challenge, the QUBER App, the website, any linked websites or such other third-party websites, nor any website content, materials, posting, or information thereon even if the party was allegedly advised or had reason to know.

You agree to protect and fully compensate Momentum and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Challenge, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### Connectivity & Security

Momentum shall not be liable for delays, interruptions, service failures, or other problems inherent in use of the internet, electronic communications, telecommunications networks or other systems or networks outside the reasonable control of Momentum.

Momentum cannot guarantee complete confidentiality or security for information that is transmitted electronically. By accessing the Challenge, you acknowledge that Momentum is not responsible for any damages or losses you may suffer as a result of your electronic transmission of confidential or sensitive information to us. Please refer to our [Privacy Policy](#) for more information.

### Dispute Resolution

**At Momentum, we partner with individuals living on low incomes and community partners to bring about real change for individuals, families and communities. We also know that how we get these results is as important as the change itself. Please read our [Code of Conduct](#) for more information on how we resolve disputes.**

If your complaint is not resolved to your satisfaction within thirty (30) days of making the complaint, you agree to resolve the complaint by final and binding arbitration to the extent mandatory arbitration is permitted by NATDOCS\60285251\V-1

applicable law. The arbitration will be conducted in the Province of Alberta in accordance with the commercial arbitration laws and rules in Alberta. The complaint shall not be made the subject matter of an action in any court unless the complaint has first been submitted to arbitration and finally determined in arbitration. Any such action commenced thereafter shall only be for the purpose of enforcing the arbitration decision and the costs incidental to the action. If mandatory arbitration of your dispute is not permitted under applicable law, you agree that you will seek a negotiation and mediation before the Provincial Court of Alberta.

### Governing Law

**This Agreement shall be governed by the laws of the Province of Alberta and the federal laws applicable therein without regard to the principles of conflict of laws.**

Any dispute with Momentum, or its officers, directors, employees, agents or affiliates, arising under or in relation to these Terms of Service shall be resolved exclusively through the courts within the city of Calgary, Alberta, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Momentum may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, Momentum is able to offer the Service at the terms designated, and that your assent to this provision is an indispensable consideration to these Terms of Use.

### Inactive Accounts and Unclaimed Balances

When there has not been any activity (withdrawal, deposit or transactions initiated by you) connected to your Momentum Savings Challenge, and all of your Skip withdrawals have been used, then your Challenge will be considered inactive and we will notify you using the contact information recorded in your Profile. **When your account is inactive, you may have limited access to the Momentum Savings Challenge. You must use the Cashout button in QUBER to return your Challenge balance to your Funding Source.**