

Wealthsimple Business Prepaid Cardholder Agreement

This cardholder Agreement applies to your Wealthsimple Business Prepaid Visa* Card .

1. Introduction

By requesting the Card, signing the Card, activating the Card, or using the Card you are agreeing to the terms and conditions in this Agreement.

2. DEFINITIONS

“Agreement” means this Wealthsimple Business Prepaid Cardholder Agreement between you and Wealthsimple and all documents that are expressly referred to in this Agreement, which govern your use of the Card, the terms of which are hereby incorporated by reference, as applicable, except to the extent they are varied herein.

“ATM” means an automated teller machine.

“Balance” means the funds available in your Chequing Account.

“Card” means a Wealthsimple Business Prepaid Visa Card, both physical and virtual, which you may use to access the Balance in your Chequing Account.

“Card Information” means the Balance available for use through the Card, transaction history made available on the Site and other alerts, notices or communications relating to your Card that may be provided electronically to you through the Site, push notification, text message, or via e-mail.

“Cardholder” means certain employees or otherwise authorized persons as designated by the Business through the Site, on whose behalf the Business is requesting we issue a Card embossed with the Cardholder name. Business shall obtain, verify and record information that verifies the identity of each Cardholder.

“Cash Withdrawal” means a transaction advanced or withdrawn using your Card to access money from an ATM.

“Chequing Account” means the Wealthsimple Business chequing account which stores the Balance accessible with your Card.

“Chequing Account User” means any person who has been granted access and/or credentials to view information or provide instruction through the Chequing Account.

“Password” means any personal or security code, passcode, access code, personal identification number (“PIN”) or any other authentication information used in relation to the Chequing Account or Card.

“**PIN**” means a Personal Identification Number used with your Card at POS or ATMs for additional security.

“**POS**” means point of sale, where you can use the Card to purchase goods or services from a merchant.

“**Transaction**” means the transactions made using the Card, and includes purchases, interest, taxes, advances, fees, commissions, and all other amounts.

“**Visa**” means Visa International Incorporated and its successors and assigns.

“**we**”, “**us**”, “**our**”, and “**Wealthsimple**” mean, as applicable, Wealthsimple Payments Inc. and its affiliates.

“**Wealthsimple Business Chequing Account User Agreement**” means the agreement entered into by and between you and Wealthsimple Payments, Inc. for a Wealthsimple Business Chequing account.

“**Site**” means the Wealthsimple website (www.wealthsimple.com) or mobile application.

“**You**,” “**your**,” and “**Business**” means the business client, the persons the Business has designated to provide instructions on its behalf, and/or its Designated Cardholders as applicable.

3. IMPORTANT INFORMATION ABOUT YOUR WEALTHSIMPLE BUSINESS PREPAID VISA CARD

a) Card Expiry and Access to Balance: Your right to use the funds in your Chequing Account accessible through the Card will not expire. After the “good thru” date, simply contact customer service at **[NUMBER]** for instructions on how to receive a replacement Card. For more options visit <https://www.wealthsimple.com/en-ca/contact>

b) Fees: By applying for and using your Card, you agree that you have been advised of the Fees and you agree to pay all Fees charged under this Agreement. The Fees are subject to change. You will be notified in advance of these changes so please keep the contact information associated with your Card up-to-date.

SCHEDULE OF FEES AND CHARGES

Spending with your Card: These are our fees. You may be charged a fee by any retailers or financial institutions involved in your transaction, which we have no control over.

- ***Purchases in foreign currencies other than CAD:*** 0%
- ***ATM withdrawals within Canada :*** \$0
- ***ATM withdrawals outside of Canada:*** \$0

c) Card Information and Balance. For up-to-date Card terms and conditions, to obtain the expiry date of your Card, or to check your available Balance in your Chequing Account, you will need to visit the Site (defined below). For more options visit <https://www.wealthsimple.com/en-ca/contact>.

d) Card Restrictions. Cardholders must be of age of majority in the province or territory where they reside and are restricted to one Card per person. The Card is a business card and must only be used for business purposes.

Use of your Card in certain countries may be restricted by Applicable Law. Your Card may be deactivated at any time if fraud, related to your Card or use of your Card, is suspected. You may not use your Card to commit or facilitate any illegal or prohibited activity. The Card is subject to maximum transaction limits, as set out below. We may change these limits in accordance with the Notification and Change of Terms section as set out below. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change. Your Card may also not work at unattended terminals (such as parking or pay at the fuel pump stations).

e) Who Issues Your Card: The Card is issued by Wealthsimple Payments Inc. pursuant to licence by Visa International Incorporated. The Card is a prepaid card, and is not a credit card, charge card, or debit card. This Agreement is between you and Wealthsimple.

f) TRANSACTION LIMITS

Spending

Point of Sale (POS), includes online transactions:

- One-time: \$25,000
- Daily: \$30,000

Cash Withdrawal:

- One-time: \$1,000
- Monthly (rolling 30 days): \$10,000

g) Lost or Stolen Cards: You must take all reasonable steps to protect your Card and/or PIN against loss, theft or unauthorized use. You should not maintain a written record of, or disclose the PIN to a third party, including family members and friends. Avoid PIN combinations that may be easily guessed by others. **If you lose your Card and/or PIN or you become aware that your PIN may have become known to someone else, or if you have reason to believe that someone has made an unauthorized transaction with your Card, or may attempt to use your Card without your permission, you must IMMEDIATELY lock your Card through the Wealthsimple app. Once your card is locked or re-issued, please contact our customer service team by visiting <https://www.wealthsimple.com/en-ca/contact> or by calling 1-855-585-2672 (Canada & US) or 1-647-955-2672 (international - collect calls will be accepted). If you do not notify Wealthsimple IMMEDIATELY then all transactions carried out with your Card before you notify us will be considered to have been made by you.**

h) Split Tender Transactions: If the Balance is not sufficient to cover the full point of sale transaction amount, you may ask the merchant if they will accept a split tender transaction. A split tender transaction allows you to use the remaining Balance to pay for part of the transaction amount and cover the difference with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to using your Card, your Card may be declined. Merchants do not have to and may not agree to accept split tender transactions.

i) Your Key Responsibilities under this Agreement:

- **You must take all reasonable steps to protect the Card, your PIN, and any other Password(s) against loss, theft, or unauthorized use. If you lose the Card, you must notify us immediately at 1-855-585-2672 (Canada & US) or 1-647-955-2672 (international - collect calls will be accepted). For more options visit <https://www.wealthsimple.com/en-ca/contact>. Additionally, you must follow all requirements as set out in the below section *Safeguarding Your Account*.**
- **You must activate the Card as instructed upon receipt of the Card.**
- **You must surrender the Card to us immediately upon request by us.**
- **You must ensure that there is a sufficient Balance to cover the full amount of transactions made with the Card.**
- **If your information associated with the Card changes, you must notify us of the change(s).**
- **If you become aware that your information associated with the Card is incorrect, you must notify us of the correct information.**
- **You must regularly review your Chequing Account activity and any associated statements. If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.**
- **If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within 30 days of the transaction date.**

4. Using the Card

- a) **Use and Ownership of the Card:** Only people who can lawfully enter into contracts and are the age of majority in the Canadian province or territory where they live can have a Card. We or Wealthsimple may refuse to issue a Card to you or allow you to use your Card to make a purchase at any time and for any reason. The Card is owned by us and will remain our property. Wealthsimple may mail the Card to the address you provide or have previously provided to Wealthsimple, if a physical Card is requested. You will be solely and completely responsible for the possession, use and control of the Card. If we request it, you must return the Card to us immediately. Your Card may not be used for any illegal transactions or purposes. If you authorize another person to use the Card you agree, to the extent permitted by applicable law, that you will be liable for all transactions arising from use of the Card by such person.

We can let any Chequing Account User give us instructions for the Card without the approval of or notice to the other Chequing Account Users. In some cases, we may only accept instructions from designated individuals. The Chequing Account User, or if we permit, a Designated Cardholder can request us to issue a Card to any person without notice to any other person. We may limit the number of Cards issued through the Chequing Account.

- b) **Access to Your Card:** Wealthsimple may, at any time, terminate, freeze, block, suspend, or otherwise deny access to the Card, without any reason and without telling you in advance, whether or not we have terminated the Agreement. We may also, without prior notice to you and for any reason, set a limit (even to zero) on the Balance you can access using your Card.

We may do this for various reasons, including but not limited to, cases where we suspect or have confirmed that:

- there has been fraudulent activity on your Chequing Account or Card,
- you are the victim of fraud or identity theft,
- you have committed or may commit fraud,
- you have used or may use your Account or Card for an unlawful purpose,
- you have violated this Agreement or any other Agreement you have with us,
- you provide false, inaccurate or misleading information,
- your Chequing Account is Inactive

We are not obligated to provide you with the reason we have taken such action. We are not responsible for any damages related to your inability to use your Card for any reason. You agree not to use the Card after its expiry date, but if the Card is used, you agree these will be treated as valid Transactions.

5. Safeguarding Your Card:

To prevent misuse of your Card, you must:

- keep the Chequing Account and its details secure at all times as required under the Wealthsimple Business Chequing Account User Agreement;
- not let anyone else use your Card;
- not share your PIN or other Password(s) with anyone;
- keep your PIN or other Password(s) separate from the Card;
- not select a PIN or other Password(s) that can be easily guessed (including your name, birthday, sequential numbers like “1234”, etc.);
- regularly confirm that you still have the Card in your possession;
- regularly review your Chequing Account activity and any associated statements; and
- not give out your Card details, except when using the Card in accordance with this Agreement.

You are responsible for protecting the Card, your PIN and any other Password(s) associated with your Chequing Account or Card. If you do not take the above steps to prevent misuse of

your Card, you may be responsible for any unauthorized use of your Card.

Think your Card, Chequing Account, PIN and/or other Password is or could be compromised, lost or stolen? You must notify us immediately at 1-855-585-2672 (Canada & US) or 1-647-955-2672 (international - collect calls will be accepted) and, if possible, block your Card through the Site. For more options visit <https://www.wealthsimple.com/en-ca/contact>.

When you notify us, we'll block your Card (if you haven't already) to prevent unauthorized Transactions. You won't be responsible for any unauthorized Transactions after you notify us.

This is important, because we may consider Transactions on the Card to be authorized by you until the point you notify us. We will investigate and won't hold you responsible for unauthorized Transactions if we determine that:

- you fully cooperated with our investigation;
- you didn't receive any benefit from the unauthorized Transactions; and
- you followed your obligations as set out in the Agreement in safeguarding your Card, Chequing Account, PIN and/or other Password(s).

6. Using Your Card as a Method of Payment

- a) **Point of Sale or online purchases:** Subject to the terms of this Agreement, you may access the Balance to purchase goods and services wherever Visa is accepted, including mail order, online and POS retail merchants. The Card includes a PIN that can be used to withdraw up to the amount of the Balance, or, if lower, the maximum amount permitted under this Agreement, in cash at ATMs displaying the Visa or Plus* acceptance marks. When you use the Card, the amount of the Transaction will be deducted from the available Balance. You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card. You do not have the right to stop the payment of any Transaction you conduct with the Card. We are not liable to you for declining authorization for any particular Transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, as permitted by applicable law. When required, we will send you notice before doing so. If you use your Card for card-not-present transactions (such as online, mail or telephone purchases), the legal effect is the same as if you used the physical Card.
- b) **Pre-authorized transactions:** Some merchants (including, but not limited to, fuel stations, restaurants, hotels, cruise lines or car rental companies) may pre-authorize the transaction amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure there is a sufficient Balance available in your Chequing Account to cover any tips or incidental expenses. In such cases, your Transaction may be declined if your Balance will not cover the transaction amount plus the additional amount. A pre-authorization places a 'hold' on an amount of your available Balance until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant. The hold is typically removed within 15 days for most standard merchants, including hotels, cruise lines and car rental agencies. During the hold period, you will not have access to the pre-authorized amount.

- c) **Access to Your Balance:** You may obtain information about the remaining Balance through the Site. For more options visit <https://www.wealthsimple.com/en-ca/contact>. Transaction history information is available in the Site. Every month, Wealthsimple will prepare an electronic statement of your Chequing Account transactions (including Transactions conducted using the Card) through the Site. It is your responsibility to obtain such a record and ensure that it is accurate.
- d) **Insufficient or Negative Balance, Inactivity, and Excess Credit:** In the event that, due to a systems malfunction or for any reason whatsoever, you receive cash or credit in excess of what has been paid by you, we may correct such error when discovered and adjust the Balance available in your Chequing Account. You agree to reimburse us for any excess cash or credit received, upon demand. You are not allowed to exceed the Balance available in your Account for any Transaction or Cash Withdrawal. It is your responsibility to ensure that there is a sufficient Balance in your Account to cover Transactions. Your Balance will reflect all Transactions that have been posted to our system. If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction amount, the Transaction in most instances will be declined.

In the event that there is not a sufficient Balance in your Chequing Account to pay fees, we may deactivate the Card without notice. If your Chequing Account has a negative Balance and three (3) consecutive Transactions are conducted while the Chequing Account has a negative Balance, we may dishonour any Transaction until the Balance in your Chequing Account is brought back to a positive Balance. You must not attempt to cause your Chequing Account to have a negative Balance. If a negative Balance is created in your Chequing Account following any transaction initiated or authorized by you, then you agree to repay the amount of the negative Balance to your Account within 10 days of such Transaction.

- e) **Transactions Made in Foreign Currencies:** All Transactions will appear on your Chequing Account activity in Canadian dollars. You can use your Card to make Transactions in a foreign currency, but they will be converted into Canadian dollars, and the final Transaction amount will be post-conversion.

The exchange rate used for conversion is selected by the payment network. The exchange rate will be determined no earlier than the Transaction is dated, and no later than the Transaction is processed. We will show the exchange rate applied on your Chequing Account activity.

You may also receive a credit or refund to your Card in a foreign currency. These will also be converted to Canadian dollars before being applied to your Card, and the exchange rate for conversion is selected by the payment network. The rate will be determined at the time the credit or refund is processed by the payment network. The exchange rate used for the credit or refund may be different from the exchange rate used for the initial Transaction.

The way in which the payment network does currency conversions for Transactions, credit and/or refunds may change from time to time. You may reference the exchange rate applied by Visa by visiting

https://www.visa.ca/en_CA/support/consumer/travel-support/exchange-rate-calculator.html; and/or contacting Visa for further details. We are not responsible for any differences between the exchange rate displayed on this site and the final exchange rate applied to any Transactions. We do not charge any additional foreign currency conversion mark-up.

f) Card “Good Thru” Date: The Card will be valid and usable until the “good thru” date. Contact customer service to receive a replacement Card with a new expiry date provided that your Card and Chequing Account is in good standing. You are still entitled to the Balance in your Chequing Account after the Card itself expires.

7. COLLECTING AND USING YOUR PERSONAL INFORMATION

- a) **Collection:** When you apply for and use your Card, all information that we may collect through your use of the Card is subject to our Privacy Policy, available at wealthsimple.com/en-ca/legal/privacy, which is incorporated into this Agreement by reference. By agreeing to this Agreement you hereby agree and consent to our Privacy Policy.
- b) **Usage:** We will also give information about you to payment networks/electronic payment service providers (e.g. Visa entities), payment processing providers, loyalty program partners and their employees and agents for the purposes of processing, authorizing and authenticating your transactions, internal analysis, market research, statistical, modeling and fraud reporting, providing you with customer assistance services, and other business purposes related to your use of the Card. We may also give this information in respect of your participation in contests and promotions administered by the payment networks/electronic payment service providers, and loyalty program partners on our behalf.
- c) **Storage:** Your personal information may be maintained and processed by our affiliates and third party service providers outside of Canada including Quebec, in the US or other jurisdictions. If personal information is transferred to a foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with the laws of those jurisdictions.

8. DISPUTES AND COMPLAINTS

- a) **Disputes:** If you have a dispute about a Transaction that you authorized, you are responsible for settling it with the merchant directly. We may be able to provide assistance if you and the merchant are not able to settle the dispute, but we are not required to. We may credit your Chequing Account with the transaction amount after we open a dispute on your behalf. This credit is provisional, and may be rescinded pending the outcome of our investigation.

If there are error(s) in your Chequing Account statement or with any Transaction listed

thereon, you must inform us within 30 days of the statement being issued. After this time, we will consider the statement to be correct unless you can provide proof otherwise.

- b) **Complaints:** We are dedicated to providing answers to any questions you have about your Card. If you have a complaint, or if you want to learn more about our complaint handling process, please visit <https://www.wealthsimple.com/en-ca/legal/chequing-card-complaints>.

The following legal terms and conditions also form part of your Agreement with us.

9. AMENDMENTS AND OTHER LEGAL REQUIREMENTS

a) Notification and Change of Terms: We reserve the right, in our sole discretion, to modify, alter or otherwise update these terms and conditions at any time, including the eligibility criteria or any of the other terms and conditions. We will give you advance notice of any changes where required by law and this Agreement will always reflect the most current terms and conditions. Changes will take effect on the date specified in any notice, or else on the date that an updated Agreement is posted on the Wealthsimple website. You are responsible for informing Wealthsimple of any changes to your personal information, including your mailing or email address, by following the steps outlined in this article <https://help.wealthsimple.com/hc/en-ca/articles/360058451553-Update-your-personal-information-and-settings> and for checking the Site for such notifications or updates to this Agreement. If you use your Card after we have made a change to this Agreement and we have given any required notice, you will be considered to have agreed to the change.

b) Cancellation: You may at any time terminate this Agreement through the Site. For more options visit <https://www.wealthsimple.com/en-ca/contact>. We may terminate this Agreement at any time, with or without cause. Upon Agreement cancellation, your Card will also be cancelled, and you should destroy it immediately. Once the Card is cancelled, you will not be able to access your Balance with the Card, and may only access your Balance through your Chequing Account. Despite any termination of this Agreement, you must fulfil your obligations under this Agreement.

c) Electronic Delivery of Information: You consent to receive notices of any changes, including changes to fees, any communications relating to the Card and its activity, and any other documents related to the Card required by law or regulation to be provided to you in writing, by electronic delivery.

Card Information will be deemed to be delivered to you for your Card whether or not you elect to view the Card Information. It is your responsibility to visit the Site on a regular basis (at least monthly) to read the Card Information. You confirm that you have the technical resources (computer, mobile device, software and any other equipment) needed to receive and read materials sent by us to the email address indicated in the application form or as updated through the Site. It is your responsibility to ensure the email account remains operational and you will immediately inform us of any changes to your email address. You may also opt for email or app notifications. Every confirmation, statement or other communication sent by Wealthsimple to you will be deemed to have been acknowledged as correct, approved and consented to by you unless Wealthsimple

receives written notice to the contrary within 15 days after it is sent to you. Wealthsimple reserves the right to charge you for delivery of documents by means other than electronic.

We may, but are not obligated to, send notices and other communications to more than one Chequing Account User or Cardholder. Delivery to one of you will be sufficient, unless otherwise required by law. Each Chequing Account User and Cardholder agrees that any information about the Card may be shared with you or any Chequing Account User or Cardholder without notice to you or other Chequing Account User or Cardholder and will be binding on the Chequing Account User and all Cardholders.

d) No Warranty of Availability or Uninterrupted Use: From time to time the Card or associated services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. We are not responsible for any damages related to your inability to use your Card for any reason.

e) Third Party Claims: In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with your Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Chequing Account. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Cash Account, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

f) Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES AVAILABLE UNDER APPLICABLE LAW (INCLUDING THE CONSUMER PROTECTION ACT (QUÉBEC)), WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

EXCEPT IN QUÉBEC, OR AS EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY,

FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

g) Assignment: At our sole discretion, we may assign (legally transfer) to another person or company our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment, then this Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns.

h) Entire Agreement: This Agreement sets out the entire agreement between the parties with respect to the use of your Card. This Agreement replaces all prior agreements and understandings between the parties with respect to your Card.

i) Governing Law; Submission to Jurisdiction: The Agreement will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, except as otherwise required by law. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Toronto, Ontario.

j) Section Headings: Section headings in this Agreement are for convenience of reference only, and will not govern the interpretation of any provision of this Agreement.

k) Severability: If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability will not affect the remainder of this Agreement, which will survive and be construed as if such invalid or unenforceable part had not been contained herein.

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