

Spirit Visa* Reloadable Prepaid Card Cardholder Agreement

Please read this Agreement carefully and retain a copy for your records.

This Agreement applies to all Cards associated with your account including those of Companion Cardholders. By activating, signing and/or using the Card, you are agreeing to these terms and conditions and fees outlined below for yourself, and you assume all rights and obligations for any Companion Cardholder and their use of a Card under the terms and conditions of this Agreement.

Where this Agreement specifies an obligation on you, that would also apply to a Companion Cardholder as a condition of their usage of a Card, the Companion Cardholder shall also adhere to that obligation and their failure to do so shall be considered a breach of this Agreement by you.

INFORMATION DISCLOSURE SUMMARY (detailed terms and conditions will follow):

Card issuer: This card is issued by Peoples Trust Company pursuant to licence from Visa International Incorporated.

Card information and balance: For up-to-date Card terms and conditions, to obtain the expiry date of the Card, if you have questions regarding the Card Balance, or to log a complaint, you may call customer service at **1-888-483-0626** or visit **www.myspiritcard.ca** for free. You may also sign up for email and/or web-based SMS text alerts. You are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge.

Card restrictions:

- There can be only one Primary Cardholder per Primary Account and the Primary Cardholder must be a Canadian resident of the age of majority as defined by the laws in the province or territory where they reside.
- Primary Cardholder must purchase Companion Cards at a Distributor location to establish Companion Accounts under the Primary Account.
- Companion Cardholders must reside at the same address as the Primary Cardholder and must be Canadian residents at least ten (10) years of age or older.
- Cardholders are restricted to one Card per person, and the Card cannot be resold.

- The Primary Cardholder may only establish Companion Accounts under the Primary Account associated with a physical Primary Card. The maximum number of Companion Accounts to a Primary Account permitted at any time is four (4). A Primary Cardholder holding a virtual Card can not establish any Companion Accounts to the Primary Account.
- Companion Card(s) is only available as a physical Card, not a virtual Card.
- Card is reloadable. You may not add funds to the Card via wire transfer.
- Only Primary Cardholder can load funds to the Primary Card and any Companion Cards.
- Use of the Card in certain countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Card.

- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected, and Peoples Trust Company will not be liable for any costs incurred by you as a result.
- You may not use your Card to commit any illegal, improper or prohibited activity.
- Card may be deactivated at any time if fraud, related to the Card or use of the Card, is suspected.
- The Card is subject to maximum transaction limits, as set out below. Peoples Trust may change these limits in accordance with Applicable Law and will post notice on www.myspiritcard.ca at least thirty (30) days in advance of the date such change is to come into effect. 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.
- Companion Cards are subject to limits designated by the Primary Cardholder.

Limits	
Maximum Card Balance	\$10,000
Maximum load per transaction	\$2,500
Minimum load per transaction	\$20
Maximum load limit per day	\$5,000
Maximum number of loads per day	10
Maximum Card to Card transfer amount per transaction	\$1,000
Maximum Card to Card transfer limit per day	\$5,000
Maximum Card to Card transfer limit per week	\$10,000
Minimum Card to Card transfer limit	\$20
Maximum amount of purchases per day	\$10,000
Maximum amount of any one purchase	\$10,000
Maximum over the counter cash withdrawal limit per transaction	\$1,000
Maximum ATM withdrawal limit per transaction	\$1,000
Minimum ATM withdrawal limit per transaction	\$20
Combined over the counter cash withdrawal and ATM withdrawal limit per day (Over the counter cash and ATM withdrawal limits apply).	\$1,500

Card expiry and access to funds: Your right to use the funds loaded on the Card does not expire. If funds remain on the Card after the expiry date, visit any Distributor location to receive a replacement Card. If you have a virtual Primary Card, you must obtain a replacement physical Primary Card at a Distributor location when your virtual Primary Card expires.

Fees: The table below sets out the fees that may be imposed upon the Card. You acknowledge being advised of the fees and agree to pay all fees charged under this Agreement.

Fees [†]	Primary Card	Companion Card
Purchase Fee	\$10.00	\$5.00
Monthly Fee	\$3.00	Not applicable
Reload Fee	\$3.00	Not applicable
Foreign Exchange (FX) Charge	2.5%	2.5%
Card Replacement Fee	\$10.00	\$5.00
Withdraw funds	ATM ^{††} (Canada)	\$2.50
	ATM ^{††} (international)	\$2.50+2.5% FX
Over the Counter Cash withdrawal Fee	\$2.50	\$2.50
ATM Balance Inquiry Fee	\$0.50	\$0.50

[†] Subject to change. See terms and conditions below for details.

^{††} Additional fees may be charged for use of ATMs by ATM operators, over which we have no control.

Funds loaded onto the Card are not insured by the Canada Deposit Insurance Corporation (CDIC).

Lost, stolen or unauthorized use of Card or PIN: You must take all reasonable steps to protect the 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. **If you lose the Card and/or PIN or you become aware that the PIN may have become known to someone else, you must call customer service immediately at 1-888-483-0626. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on the Card before you notify us will be considered to have been made by you.**

If you forget the PIN, you can obtain a reminder by calling customer service at **1-888-483-0626**. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call customer service for assistance. If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant.

Split tender transactions: If the Balance on the Card is not sufficient to cover the full 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 on the Card to pay for part of the Transaction Amount and cover the difference with another form of payment (e.g., cash, cheque, credit or debit). Some merchants may require cash payment to cover the difference. If you fail to inform the merchant that you would like to complete a split tender transaction prior to using the Card, your Card may be declined. Merchants do not have to and may not agree to accept split tender transactions.

Personal Information: By applying for the Card, you consent to the collection, use, disclosure and retention of your personal information by Peoples Trust Company and its service providers as described below. The collection of that information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card.

Key Cardholder Responsibilities under this Agreement:

- You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Card (or PIN), you must call customer service immediately.
- You must activate and/or sign 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 on the Card 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.
- 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 sixty (60) days of the transaction date.
- You must only use our online resources as set out in 'Website and Availability', below.

DETAILED TERMS AND CONDITIONS:

Definitions:

- **'Agreement'** means this Spirit Visa Reloadable Prepaid Card Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which govern your use of the Spirit Visa Reloadable Prepaid Card.
- **'Amendment'** refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees.
- **'Applicable Law'** means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), Canada's Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust Company and the Program Sponsor are subject to, or any bylaw, operating rule or regulation of Visa.
- **'ATM'** means an Automated Teller Machine.
- **'Balance'** means the amount of the funds that are loaded onto the Card and are available for spending.
- **'Canada's Anti-Spam Legislation (CASL)'** means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada), and its regulations, as may be amended from time to time.

- **'Card'** refers to the the Primary Card or Companion Card, as applicable.
- **'Cardholder'** means the individual to whom the Card has been issued to and includes both the Primary Cardholder and the Companion Cardholder.
- **'Companion Account'** means an account that is a sub-account linked to the Primary Account, established by the Primary Cardholder and associated with the Companion Card.
- **'Companion Card'** means a physical Spirit Visa Reloadable Prepaid Card issued by us, in accordance with this Cardholder Agreement, to a Companion Cardholder at the request of the Primary Cardholder. Each Companion Card and associated Companion Account is linked to the Primary Account.
- **'Companion Cardholder'** means the individual who has been issued a Companion Card.
- **'Distributor'** means each distribution agent and/or retail Co-op outlet which offers the Cards for sale to consumers.
- **'Foreign Exchange Charge'** means the foreign exchange service charge of 2.5% charged to you for each foreign currency transaction.
- **'Governmental Authority'** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or the Distributor or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.
- **'PCI DSS'** means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- **'Peoples Trust'** means Peoples Trust Company and its affiliates, successors and assigns.
'Person' means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.
- **'PIN'** means a Personal Identification Number used with your Card for POS transactions or at ATMs for additional security.
- **'POS'** means point of sale, where you can use the Card to purchase goods or services from a merchant.
- **'Primary Account'** means the account associated with the Primary Card issued to the Primary Cardholder.
- **'Primary Card'** means a physical or virtual (the virtual card is available for a limited time period) Spirit Visa Reloadable Prepaid Card issued by us, in accordance to this Cardholder Agreement, to a Primary Cardholder.
- **'Primary Cardholder'** means the individual who has been issued a Primary Card.

- **'Transaction Amount'** is the amount that is debited from the Balance in connection with the Cardholder's use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.
- **'Verified by Visa'** means the Verified by Visa service, a program which is designed to help make shopping online more secure.
- **'Visa'** means Visa International Incorporated, and its successors and assigns.
- **'Visa Conversion Rate'** means the rate that we pay to Visa to convert foreign currency to Canadian currency plus the Foreign Exchange Charge.
- **'we', 'us', and 'our'** mean Peoples Trust Company, and our successors, subsidiaries, affiliates or assignees.
- **'Website'** means www.myspiritcard.ca.
- **'you', 'your', and 'yours'** each means Primary Cardholder or Companion Cardholder, as applicable.

Acceptance: This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card.

The Visa Prepaid Card: The Card is a Visa Prepaid Card that can be used anywhere that Visa is accepted, including mail order, online, telephone, and point of sale retail merchants, subject to the terms of this Agreement.

Activating the Card: The Card cannot be used for any purpose until it has been purchased by you and activated by the retail clerk at the Distributor. The physical Card will need to be signed by you on the back of the Card where indicated. Upon activation, you will be charged a one-time purchase fee in the amount set out in the table marked 'Fees' in the Information Disclosure Summary section at the beginning of this Agreement.

Companion Card: Only the Primary Cardholder can purchase Companion Cards and is authorized to establish Companion Accounts associated with the Companion Cards under the Primary Account associated with the physical Primary Card. The maximum number of Companion Cards and associated Companion Accounts permitted per Primary Account at any time is four (4). The Primary Cardholder is solely responsible for all Companion Accounts under the Primary Cardholder's Primary Account and use of each Companion Card issued in connection with the Primary Account according to this Agreement. All rights, obligations, and liabilities of the Companion Cardholders are the Primary Cardholder's responsibility, including but not limited to the Primary Cardholder's responsibility for any negative balance however arising. We may process transactions and accept instructions initiated by a Companion Cardholder, acting alone, in any fashion permitted under the Primary Cardholder. YOU, THE PRIMARY CARDHOLDER AGREE THAT YOU SHALL NOT CLAIM AGAINST US FOR ANY LOSS ARISING OUT OF THE OPERATION OF A COMPANION CARD AND ASSOCIATED COMPANION ACCOUNT AND THAT WE ARE NOT RESPONSIBLE FOR THE CONDUCT OF A COMPANION CARDHOLDER. The Primary Cardholder knowingly accepts the risk that a Companion Cardholder's transactions or otherwise is the Primary Cardholder's liability, including any fees for transactions where there are insufficient funds. It is the Primary

Cardholder's sole responsibility to ensure that the Balance on the Primary Card is sufficient to cover transactions made under the Companion Card.

Ownership and Use of the Card: To use the Card, simply present the Card at the time of payment. If you have a physical Card, enter your PIN (or sign the receipt with the same signature you used when you signed the Card). You should retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the Transaction Amount including taxes, charges, and other fees, if any.

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 Card at retail where you are asked to present your Card. You should retain a record of the transaction.

The physical Card includes a PIN that can be used to withdraw cash, within the limits listed in the limits table, at any ATM displaying the Visa or Plus* acceptance marks. When you use the physical Card at an ATM, or when you use the Card for over-the-counter cash withdrawals, the amount of the withdrawal, plus any applicable fees and taxes, will be deducted from the available Balance associated with your Card.

You are solely and completely responsible for the possession, use, and control of the Card. **You must surrender the Card to us immediately upon request by us.** The Card is provided to you, only. If you authorize another person to use the Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

You agree that, if a merchant required that you sign the sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on 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, with thirty (30) days' notice to you or as otherwise required by Applicable Law.

You should receive a paper record of each POS transaction or ATM transaction for which you use the Card.

It is your responsibility to obtain such record and ensure that it is accurate. We are not responsible for providing you with a periodic statement.

If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator.

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 that there are sufficient funds available on the Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if the Card Balance will not cover the transaction amount plus the additional amount.

A pre-authorization will place a 'hold' on an amount of your available Card funds 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.

A hold is typically removed within eight (8) days for most standard merchants, and within thirty (30) days for hotels, cruise lines and car rental agencies.

During the hold period, you will not have access to the pre-authorized amount.

Loading Funds: The Card is reloadable and the methods available for adding or transferring funds to the Card are available on the Website. The load methods may change from time to time. Some load methods are offered by third party service providers and are subject to additional fees. Subject to the applicable Card fees, funds loaded to the Card in-store or via card-to-card transfer will be available immediately after the load is confirmed by us. The time before funds become available may vary for other load methods.

Only the Primary Cardholder can load funds onto the Primary Card and the Companion Cards.

The funds provided by you to load a Balance onto the Card and the Balance on the Card are not a deposit, and they do not establish a separate individual deposit account with us or any other Canadian financial institution. You will not receive interest on the Balance or on any funds you load onto the Card.

Information About Balance: It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or the transaction history, call customer service toll-free at **1-888-483-0626** or visit the Website.

You may also sign up for email or web-based SMS text alerts. You are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge.

The Card Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on the Card for any transaction.

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. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance.

Transactions Made in Foreign Currencies: We convert transactions made in a foreign currency to Canadian dollars using the Visa Conversion Rate in effect on the day the transaction is posted to the Card. The Visa Conversion Rate in effect on the posting date may differ from the rate in effect on the date of the transaction.

However, if a foreign currency transaction is refunded to the Card, the rate used to convert your refund to Canadian dollars is the current rate that we pay to Visa minus the Foreign Exchange Charge. Additionally, the rate that we pay to Visa may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to the Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

Protection Against Loss, Theft, or Unauthorized Use: If there has been unauthorized use on your Card or if your Card is lost or stolen, you will be asked to provide us with your name and the Card number, and to answer an identifying question drawn from your personal information. If you lose the Card, someone might be able to use the Balance on the Card. The Card can be used without a PIN to make purchases online.

If your Card is lost or stolen, you must notify us immediately by calling customer service at **1-888-483-0626**.

If you report your Card lost or stolen, a replacement Card must be obtained in person at a Distributor store location. Any remaining Balance (less the applicable Card replacement fee) on the original Card may be transferred to the new issued Card, subject to completion of all transactions and fees before we had an opportunity to act on your information.

We will have a customer service representative or automated voice response service available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request.

As the Primary Cardholder, when you receive your replacement Card, you must contact Customer Service to establish any Companion Cards and associated Companion Accounts that were established by you before reporting your Primary Card lost or stolen to your replacement Primary Card.

You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

With the Visa Zero Liability Policy, you will not be liable for any unauthorized use of the Card or account information on any transactions processed by Visa. You must notify us **immediately** of any unauthorized use. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days all the required forms and/or documents have been received and confirmed by us and may require a police investigation.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Agreement or add a new term or condition, including increasing or adding new fees. As required by Applicable Law, notice of any Amendments will be sent to you via the email address that we have on record for you. We must, at least thirty (30) days before the Amendment comes into force, send you a notification setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment will also be posted at the Distributor at least sixty (60) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. **You are responsible for informing us of any change in your email address,**

by contacting customer service at 1-888-483-0626, and for checking the Website for such notifications. Notice will be deemed to be received by you the next business day after electronic mail.

You may notify us by delivering notice to the Distributor or sending notice to us at the Website (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to us or the Distributor, as applicable, and the next business day after electronic mail.

Cancellation: Only the Primary Cardholder may cancel this Agreement or any Companion Card(s) associated with the Primary Card. The Primary Cardholder may terminate this Agreement at their sole discretion, at any time, by calling **1-888-483-0626**. We will cancel the Card and a cheque of any remaining Balance on the Primary Card and Companion Card(s) will be mailed to you within twenty (20) business days. Alternatively, You may surrender the Card at a Distributor store location and the Distributor may reimburse you with cash any remaining Balance on your Card less any outstanding fees, subject to availability.

Cancellation of the Primary Card will result in cancellation of all Companion Cards associated with the Primary Card at the time.

Upon cancellation of a Companion Card, the remaining Balance of the Companion Card will be transferred to the Primary Account and the associated Primary Card.

We may terminate this Agreement at any time, at which time you will immediately return the Card to us or as we direct, provided that if you are not in default of your obligations under this Agreement, we will notify you in writing at least thirty (30) days before the date of termination. We or the Distributor will reimburse you any remaining Balance on the Card less outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

Purchase Disputes and Refunds: If you believe a transaction on your Card account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date.

Following your notification, a form will need to be completed and faxed to the customer service team within sixty (60) days of the transaction date. You can obtain a dispute form by calling **1-888-483-0626**.

If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator.

If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the merchant from whom the purchase was made. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for any problems you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

Arbitration (not applicable to residents of Quebec): Subject to all other terms of this Agreement, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against us, the Distributor, or Visa arising from or related to this Agreement or the use of the Card (i) shall be resolved by final and binding arbitration before a single arbitrator at Vancouver, British Columbia and (ii) shall

not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

Complaints: If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at **1-888-483-0626**. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at **1-855-694-6214** or submit your complaint or inquiry through the form found on the Website (<http://www.peopletrust.com/en/about-us/contact/>). We will do our best to resolve your complaint or inquiry.

If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint to the Ombudsman for Banking Services and Investments at **1-888-451-4519** for resolution. If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON, K1R 1B9
Telephone: **1-866-461-3222**
www.fcac-acfc.gc.ca

Our complaints policy can be found online at: <http://www.peopletrust.com/en/about-us/resolving-your-concerns/>.

Personal Information Consent: By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by us and its service providers for purposes relating to your application for a Card and your use of a Card (if issued to you) and as otherwise described below. The collection of that information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time by cancelling your Card and all related services from us.

We and our service providers will collect information about you (e.g., your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, We and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g., the date, amount and place of each transaction) (all collectively "Cardholder Information"). We and our service providers will collect your Cardholder Information directly from you and from other sources, including the Distributor and third-party providers of identity verification, demographic and fraud prevention services.

We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us. We and our service providers will use, disclose and retain your Cardholder Information to process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services directly relating to your Card (including to administer

your Card and to process your Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law but not including marketing and/or promotion of any goods or services unless expressly consented to by the Cardholder.

We maintain physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

We and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Cardholder Information to issue and administer your Card and provide directly related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. **You will promptly inform us (by contacting customer service at 1-888-483-0626) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.** You may communicate with us through our customer service number (or the Website) with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialling systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or telephone calls) for quality assurance, staff training and legal compliance purposes. With your consent, Peoples Trust and its service providers may share this information in an anonymized format for audit related purposes to ensure you are receiving the best possible customer service.

You may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting customer service (at **1-888-483-0626**) and cancelling your Card and all related

services from us. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

In addition to the above, if you consent to a Distributor or other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the Distributor or third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the Distributor or third party.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and does not identify you.

Our general personal information practices are described in our privacy policy, as amended from time to time, available online at: <http://www.peopletrust.com/en/legal/privacy-security/privacy/>.

Safeguarding Your Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME, CARD 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. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

Assignment: At our sole discretion, we may assign 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.

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 the 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 Card. 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 Card, 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.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, 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.

Limitation of Liability: EXCEPT 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.

Website and Availability: Although considerable effort is made to ensure that our Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. **You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.**

Entire Agreement: This Agreement sets forth the entire understanding and Agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or Agreements with respect to such subject matter.

Governing Law: The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

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.

Language: This Cardholder Agreement is provided in English and Inuktitut. If there are discrepancies between the English version and Inuktitut version, the English version will prevail.

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.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at **1-888-483-0626**.

*Visa Int./Peoples Trust Company, Licensed User

Updated: 09/07/2021