



Terms & Conditions

**Cash Passport™ Prepaid MasterCard®
Cardholder Agreement**

1. The following terms and conditions (the “Agreement”) govern your use of the Cash Passport™ Prepaid MasterCard (the “Card”). By signing or using the Cash Passport™ Prepaid MasterCard, you are agreeing to the terms and conditions and fees outlined herein. You should keep a copy of the Agreement with your important records. You must sign the back of the Card immediately upon receipt and before making any use of the Card.

Information Disclosure Summary (see detailed terms and conditions that follow)

2. **Card issuer:** The Card is issued by Peoples Trust Company, pursuant to license by MasterCard International Inc. MasterCard is a registered trademark of MasterCard International Incorporated. The Canada Post logo is a trademark of Canada Post Corporation.

3. **Card information and balance:** For access to the Agreement, to obtain the expiry date of the Card, or to check your Balance for free, go online at the Website www.cashpassport.ca or call our toll-free Card Services on 1-877-465-0085 from Canada. Statement information is available online on the Website.

4. **Card restrictions:** Cardholders must be of the age of majority in the province or territory where they apply for the Card. You may request one (1) Additional Card, as a back-up for your use only, at the time of purchase of the Card. The Card may not operate in some countries and geographical regions due to restrictions. Please verify the list of countries or regions with restrictions at the Website. 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 we will not be liable for any costs incurred by you as a result. The Card may be deactivated at any time if fraud is suspected. You may not add funds to the Card via wire transfer. The Card is subject to minimum and maximum daily load, transaction, and withdrawal limits, as set out in the Limits table in this Information Disclosure Summary. We may change these limits in accordance with Applicable Law and will post notice on the Website at least thirty (30) days in advance of the effective date of the change. The change will take effect on the date indicated in the notice. The Card comes with a pre-selected PIN. **You cannot change the PIN issued with the Card.**

Limits	Amount
Minimum amount you can load and reload	Check with the purchase location
Maximum amount you can withdraw in 24 hours over the counter, i.e. at a bank	CAD 240*
Maximum amount you can withdraw from an ATM in 24 hours	CAD 960*
Maximum amount you can spend at merchants in 24 hours	CAD 4,000*
Maximum amount you can load/reload in 24 hours and/or have on your Card at any one time	CAD 8,500
Maximum amount you can load in total in a 12-month period (across all Cash Passport cards issued to you by Peoples Trust Company)	CAD 30,000
Maximum number of active accounts you may hold at any one time (main Card and any Additional Card share the same account)	1
Card lifetime	See Card for expiry date

* Some operators or merchants may set their own limits.

5. **Card Expiry and Access to Balance:** Your right to use the funds loaded onto the Card will not expire. If funds remain on the Card after the “valid thru” date, you will be able to obtain a refund of the balance in accordance with this Agreement, or you may choose to transfer the funds to a new Card.
6. **Card and Card Fees:** The Card is subject to the Fees and Limits tables, as set out in

this Information Disclosure Summary. The Card is not a credit card or a debit card linked to a credit or deposit account and the balance is not a credit account, a deposit account or a Canada Deposit Insurance Corporation insured deposit account. All use is limited to the amount preloaded and available on the Card from time to time.

Fees	Fee Amount	Explanation
Buying a Card	CAD 15.00	Fee to buy your Card
Additional Card	Free	Free back-up Card, only for your use (request at the time of purchase of the main Card). Accesses the same funds as the main Card
Loading more money onto your Card	CAD 3.00	Cost for reloading your Card
Using your Card in Canada	1.50% of the transaction amount	To use your Card at merchants in Canada, e.g. shops and restaurants (some merchants may charge you an additional fee)
Using your Card abroad	Free	Free to use at merchants, e.g. shops and restaurants (some merchants may charge you a fee)
Needing help	Free	Call our Card Services team
Replacement Card	Free	Free service to send you a new Card while you are away, if your Card is lost, stolen or damaged
Monthly inactivity fee	CAD 2.80	Unless prohibited by law, charged after a 12-month period of you not reloading, or not using your Card for transactions. No balance, no fee
Cash over the counter fee	CAD 3.00 USD 2.50 EUR 1.90 GBP 1.70 JPY 275.00 AUD 3.00 MXN 32.00	Cost for withdrawing money over the counter in a bank
ATM withdrawals	CAD 3.00 USD 2.50 EUR 1.90 GBP 1.70 JPY 275.00 AUD 3.00 MXN 32.00	Flat rate fee charged when withdrawing from an ATM. Some operators may also charge a fee
Foreign exchange fee	3.25%	Fee charged if using your Card for a transaction or withdrawal in a currency not on your Card or if you don't have enough balance in the local Currency and the rest is taken from another Currency wallet
Currency transfer fee	Foreign exchange rate applies, varies each day	Applied when transferring money between wallets
Shortfall fee	CAD 18.00	Charged if a payment takes your Card Fund balance below zero
Cash Out fee	CAD 20.00	Claiming back all the money on your Card. Your Card will still remain active

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

8. **Lost or Stolen Cards:** You are solely responsible for the care and control of the Card and for maintaining the confidentiality of the PIN. If the Card and / or PIN is lost or stolen or you become aware that the PIN may have become known to someone else, you should immediately call Card Services toll-free on 1-877-465-0085 from Canada or +44 207 649 9404 outside Canada. 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. Subject to the terms of this Agreement, all transactions carried out on the Card before you notify us will be considered to have been authorized by you.

9. **Split Tender Transactions:** If the Balance on the Card 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 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). If you fail to inform the merchant that you would like to complete a split tender transaction prior to using the Card, the Card may be declined. Merchants are not obliged to accept split tender transactions and some merchants may not accept split tender transactions.

10. **Personal Information:** By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by us and our service providers as described below. 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.

Definitions:

11. **“Additional Card”** means a second Card which may only be used by you as a back-up for security purposes.

12. **“Agreement”** means these terms and condition between us and you, as well as all documents that are expressly referred to herein, which constitutes a binding agreement between us and you with respect to the terms of use of the Card that you receive from a Distributor.

13. **“Applicable Law”** means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Québec), the Consumer Protection Act (Québec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), Canada’s Anti-Spam Legislation (CASL), Payment Card

Insurance Data Security Standards (PCI DDS) or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that we and the Distributor are subject to, or any by law, operating rule or regulation of MasterCard.

14. **“ATM”** means an Automated Teller Machine.

15. **“AUD”** means the lawful currency of Australia.

16. **“Balance”** means the aggregate sum of the funds loaded onto the Card in each Currency and available for transactions.

17. **“CAD”** means the lawful currency of Canada.

18. **“Card”** means the Cash Passport™ Prepaid MasterCard, a ‘multi-currency’ prepaid stored value card with Chip and PIN and contactless functionality issued by us, any replacement Card and any Additional Card. Any references to the Card shall include Card details, security details and the PIN.

19. **“Card Services”** means the cardholder customer services, provided by us or our third party service provider provided in connection with the provision of Card services. The contact details of Card Services can be found in the easy guide or on the Website.

20. **“Currency”** or **“Currencies”** means, subject to paragraph 36, any one (1) or more of CAD, USD, EUR, GBP, JPY, AUD, and MXN and any additional currency that we may make available in connection with the Card from time to time.

21. **“Distributor”** means an authorized selling agent of Peoples Trust Company.

22. **“EUR”** means the lawful currency of the Eurozone.

23. **“GBP”** means the lawful currency of Great Britain.

24. **“load”** or **“loading”** mean adding funds to the Card.

25. **“JPY”** means the lawful currency of Japan.

26. **“MXN”** means the lawful currency of Mexico.

27. **“PIN”** means Personal Identification Number.

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

29. **“we”, “us”, and “our”** mean Peoples Trust Company.

30. **“Website”** means www.cashpassport.ca.

31. **“you”, “your”, and “yours”** mean the purchaser of the Card.

Card and Ownership:

32. The Card is owned by us and will remain our property. The Card is provided to you for use so long as you continue to act in

accordance with this Agreement as amended from time to time. You agree to return the Card to us or as we direct, immediately upon our request. The Card is provided to you only. You may not sell, assign or transfer the Card to a third party without our consent.

33. You may request one (1) Additional Card at the time of purchase, which can be used as a back-up for security purposes by you. The Additional Card is linked to the Balance and only you can use it.

34. The Currencies available in respect of the Card may vary from time to time. Please check with the Distributor or on the Website for details of available Currencies. We may introduce new Currencies from time to time. If we introduce a new Currency, the Agreement shall apply to such new Currency, and unless you are otherwise notified, the Fees and Limits tables set out in the Information Disclosure Summary shall be deemed amended to apply to such new Currency.

Use:

35. You agree not to use the Card for money transfers (i.e. sending funds to a third party), to access money transfer services, or to access or purchase goods from adult or gambling locations or websites. The Card may not be used for any unlawful activity. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. Subject to paragraph 36, you are responsible for determining the amount held in each Currency and for ensuring you have sufficient funds for all transactions.

36. You may access the Balance available on the Card to purchase goods and services or obtain cash at ATMs. Subject to paragraph 60, when you use the Card, the amount of the purchase and/or transaction, plus any applicable service charges for the transaction, will be deducted from the balance of the applicable Currency (and therefore the total Balance). If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies in the following order of priority: CAD, USD, EUR, GBP, JPY, AUD, and MXN. If we change the Currencies available to you in connection with the Card, we will notify you of the new order of priority for the purposes of the Agreement directly and/or through the Website.

37. If you are entitled to a refund for goods or services purchased using the Card, or another credit for any other reason, this will be made to the Card and a foreign exchange rate may be applied. If a foreign exchange conversion takes place, the foreign exchange rate used is the rate determined by MasterCard to be the wholesale rate in effect on the day the refund or credit is processed plus the foreign exchange fee (see the Fees table in the Information Disclosure Summary). As foreign exchange rates vary and the rate

that applies one day will not necessarily be the same on any other day, the amount refunded or credited will differ from the amount that was originally debited from the Card.

Pre-authorization holds on Card funds:

38. When a Card is used for certain purchases, such as car rentals, hotel reservations and on board cruise ships, the merchant will normally pre-authorize a certain amount in advance of completion of the purchase, temporarily reducing the Balance available on the Card to cover other transactions. A pre-authorization may be only an estimate of the amount of the pending transaction and may include a deposit and/or an allowance for gratuities and additional charges. The addition of this pre-authorization amount may result in a decline of the Card if the available Balance is insufficient to cover the transaction plus the pre-authorization amount.

Tolerance on Card funds:

39. When using the Card at certain merchants, including bars and restaurants, an additional amount (typically 10%-20%) is automatically added as an anticipated service charge or tip, temporarily reducing the Balance on the Card. When the Card is used to purchase fuel at an automated fuel pump, the Card must have a minimum Balance of CAD 78 (or currency equivalent as amended by us from time to time). This is called 'tolerance' and is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative Balance arising on the Card. If your actual service charge or tip is less than the additional amount added, or you spend less than the minimum amount when purchasing fuel, it may take up to seven (7) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the merchant will be deducted from the Card. For further information, please refer to the FAQs on the Website. If the value of the final bill exceeds the relevant available Currency balance on the Card, the remaining amount will be funded by converting that amount into the next available Currency in the order of priority (see paragraph 36).

Card Loading:

40. To load a Balance on the Card at the time of purchase of the Card, you will provide funds directly to the Distributor at purchase. You can add additional funds to each Currency available on the Card by providing funds directly to the Distributor, and a fee may be charged as set out in the Fees table in the Information Disclosure Summary. Maximum load amounts for the Card are set out in the Limits table in the Information Disclosure Summary. For further information on reloading the Card, please visit the Website.

41. The funds provided by you to the Distributor to pay for the Balance loaded or reloaded on the Card are not a deposit and do not establish a separate individual deposit account. You will not receive interest on the Balance on the Card or the funds you provide to the Distributor or via any alternative reload methods.

Negative Balance:

42. You are responsible for keeping track of the transactions on the Card. In the unlikely event that the Balance drops below zero (0), you agree to reload the Card to bring the Balance back to zero (0) or above, within thirty (30) days of request, and pay the applicable shortfall fee. The shortfall fee will be charged in CAD and will be payable by you either at the time you reload the Card to bring the Balance back to zero (0), or as directed by us. We are entitled to set off any sum of money on the Card due from you to us against any positive balance on any other card held by you with us. If we are required to undertake legal proceedings against you because you failed to comply with this Agreement, you must pay our reasonable attorney fees and other costs of the proceedings.

Usage:

43. 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 any transaction record or periodic statement other than the information provided in accordance with paragraph 3.

Error resolution:

44. If you identify an error in any transaction record, you must address such error to the applicable merchant or ATM operator. You must also contact Card Services as soon as possible (in any event within sixty (60) days of the transaction date, see paragraph 82). ATMs and point of sale terminals are not owned or operated by us and we are not responsible for ensuring that they will accept the Card.

45. A merchant may not process a credit to the Card unless we are able to verify a previous debit transaction by that merchant to the Card for an amount equal to or greater than the amount of the credit.

46. In the event that you receive cash or credit in excess of what has been paid by you through our error or mistake or otherwise, we may correct such error when discovered and adjust the Balance available on the Card. You agree to reimburse us immediately for any excess cash or credit received forthwith upon demand.

47. We reserve the right to draw upon the Balance for any chargebacks that we suffer following any funds paid to us by you being cancelled by the paying institution.

Inactivity Fee:

48. Unless prohibited by law, you will be charged a monthly inactivity fee following a period of twelve (12) months in which neither the Card, nor any Additional Card has been used to withdraw funds or make purchases, or no credits have been made to your Balance. The monthly inactivity fee will be charged during the Card lifetime and after expiry of the Card. If there is no remaining Balance following the debit of any monthly inactivity fee, we will waive the remainder of our fee. The monthly inactivity fee is deducted from the Balance. If a foreign exchange conversion takes place, the foreign exchange rate used is the rate determined by MasterCard to be the wholesale rate in effect on the day the fee is applied.

Card expiration:

49. Unless the Agreement has been terminated or the Card suspended, subject to sufficient funds being available on the Card, the Card will be usable until the expiration date of the Card. If there are any funds remaining on the Card after expiration, you may choose to transfer the funds to another Card or to cash out the Card. A fee will be charged, as permitted by law, and as set out in the Fees table in the Information Disclosure Summary. You can request a replacement Card from a Distributor should you wish to be re-issued a replacement Card on or following the expiry date. Prior to the issue of a replacement Card with a new expiry date, you may be asked to produce satisfactory identification.

Closing and Cashing Out the Card:

50. At any time before the Card has expired, you may be able to close the Card or cash out the Card through a Distributor or by calling Card Services. An administrative fee may be charged for this service, as set out under the Fees table in the Information Disclosure Summary, or as indicated at the Distributor.

51. Payment is available in Canadian Dollars only when you cash out the Card through a Distributor, and the foreign exchange rate (if applicable) will be determined by the Distributor. You may also redeem the balance of any unspent funds through Card Services and any Balance in excess of the applicable cash out fee (see Fees table in the Information Disclosure Summary) will be transferred to a Canadian bank account in your name. Redeeming the balance of any unspent funds will be in CAD at an exchange rate determined at the time of redemption.

Fees and Limits:

52. The maximum Balance that you may have on the Card at any time must not exceed the applicable Card limits.

53. For details on the fees and limits that apply to the Card, please refer to the Fees and Limits tables in the Information Disclosure Summary, or on the Website.

54. There is a limit associated with the use of your Card at contactless point of sale terminals. Please see the Website for more details.

55. You agree to pay and authorize us to debit the Balance for the fees as set out in the Fees table in the Information Disclosure Summary and in this Agreement.

56. Some ATM operators and merchants may also charge you a fee that may be deducted from the Currency balance available on the Card unless there are insufficient funds in the relevant Currency to pay the fee, in which case the balance will be automatically processed using other Currencies in the following order of priority: CAD, USD, EUR, GBP, JPY, AUD, and MXN. Not all ATM operators and merchants advise of this fee or the amount in advance of cash being withdrawn or a purchase being made.

57. You acknowledge being advised of the Card fees and agree to pay the applicable fees in effect for the services available under this Agreement. These fees may be debited from the Balance as soon as they are incurred. Please refer to the Fees table in the Information Disclosure Summary and paragraphs 58 to 66.

Transactions made in Foreign Currencies:

58. There are some instances where an exchange rate will apply:

- a. initial load or reload, where you allocate funds in a foreign Currency;
- b. point of sale transactions, where the transaction is in a currency that is not one of the Currencies available and/or loaded on the Card (including any transaction where we deduct funds under paragraph 36 due to insufficient funds);
- c. ATM and over the counter withdrawals where the local currency is not one of the Currencies available and/or loaded on the Card (including any transaction where we deduct funds under paragraph 36 due to insufficient funds);
- d. when an ATM fee is charged and the currency of your transaction does not match one of the Currencies on the Card or there are insufficient funds in the relevant Currency on the Card to cover the whole transaction and/or fee;
- e. when a refund for goods or services purchased using the Card, or another credit for any other reason, is made to the Card in a currency that is not available on the Card;
- f. where you allocate funds from one Currency to a different Currency;
- g. where we allocate funds from one Currency to a different Currency in accordance with the Agreement;
- h. where you end the Agreement or request repayment of the Balance of the Card under paragraph 51;

i. when a cash out fee is charged and there are insufficient funds in CAD; and

j. when an inactivity fee is charged and there are insufficient funds in CAD.

The method for calculating the exchange rate for each scenario is set out below.

59. The foreign exchange rate used for initial loads and reloads varies by Distributor, the load or reload methods that you use and the time that it takes to load and reload the Card. When funds are loaded onto the Card, the payment is made by you in CAD and we convert that amount into the Currency of your choice. You can ask the Distributor for the exchange rate beforehand. Depending on the methods available to you to load or reload the Card, the foreign exchange rate which applies on the date that you load the Card may not be the same as the exchange rate which applies on the date that we convert your funds to load the Card. This will be relevant if internet banking is available to load or reload the Card. The transaction history at the Website will show the foreign exchange rate applied. We recommend that you check the Website from time to time for the methods available to load or reload the Card.

60. If a point of sale transaction, ATM or cash over the counter withdrawal is made in a currency which is different to any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the Card, the amount will be funded by converting the transaction amount into the next available Currency balance on the Card in the following order of priority: CAD, USD, EUR, GBP, JPY, AUD, and MXN. The foreign exchange rate used is the rate determined by MasterCard to be the wholesale rate in effect on the day the transaction is processed by MasterCard, plus the foreign exchange fee (see the Fees table in the Information Disclosure Summary).

61. If an ATM withdrawal is made in a currency which is different to any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the Card, then the CAD ATM fee will be applied and will be converted into the last Currency being used to fund the transaction at a foreign exchange rate determined by MasterCard on the day the transaction is processed.

62. Where a refund for goods or services purchased using the Card, or another credit for any other reason, is made to the Card in a currency that is not available on the Card, the refund or credit will be converted into CAD as described in paragraph 37.

63. The foreign exchange rate (Currency transfer fee) used for allocating funds from one Currency to another Currency is set and determined by Card Services and varies each day. See the Fees table in the Information Disclosure Summary.

64. Where you end the Agreement, or request repayment of the Balance under paragraph 50, these funds will usually be converted into CAD. A foreign exchange rate is used for this and varies each day.

65. Where a monthly inactivity fee or cash out fee is charged and there are insufficient funds in CAD, a foreign exchange rate may be applied. The method for calculating this is described in paragraphs 48 and 51.

66. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

Lost or Stolen Card or PIN:

67. You must make sure that you keep the Card, any Additional Card, the security details relating to the Card and any PIN safe and secure. The Card comes with a pre-selected PIN. **You cannot change the PIN issued with the Card.** If you forget the PIN, you can obtain a reminder through the Website or by calling Card Services at any time. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact Card Services for assistance. There may be a twenty-four (24) hour delay in reactivating the PIN, and we may not be able to reactivate the PIN whilst you are abroad. If the PIN is disabled, or if a merchant does not accept chip and PIN, or if the transaction value exceeds the contactless limit, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant. The PIN is provided solely for your use and security when withdrawing cash from ATMs or purchasing goods or services where applicable.

68. If you lose the Card and/or PIN, you should call Card Services IMMEDIATELY and in any event within twenty-four (24) hours of becoming aware of the loss. You will be required to answer identifying questions from your personal information.

Your Liability:

69. We recommend that you review your transaction history regularly. You must notify Card Services IMMEDIATELY and in any event no later than sixty (60) days of the transaction date on becoming aware of any unauthorised transactions occurring as a result of the Card being lost, stolen or misused, or if there is a transaction you do not recognise. Subject to paragraphs 70 and 71, you will not be liable for any transactions identified by us as unauthorized which are conducted with the Card or an Additional Card after you notify us. We may request that you provide additional written information concerning any such Card transaction on our dispute form, which you can obtain on the Website, or by calling Card Services.

70. Subject to paragraph 71, You will not be liable for unauthorised transactions unless:

a. you consented to the misuse of the Card or Additional Card;

b. you have been negligent (including, but not limited to, a failure to look after the security details relating to the Card and/or PIN);

c. you have acted fraudulently; and/or

d. you interfered with, or allowed anyone else to interfere with, any magnetic stripe or integrated circuit (chip) in the Card or Additional Card.

71. The MasterCard Zero Liability Policy applies to purchases made in store, via telephone, online, or from a mobile device, as well as, transactions at an ATM. As a cardholder, you will not be held responsible for unauthorized transactions if:

(i) you have exercised reasonable care in protecting your Card and PIN from loss or theft, and

(ii) you promptly reported the loss or theft of your Card or PIN to Card Services.

If these conditions are not met, you will be liable for all unauthorized transactions completed before you reported the loss of theft of your Card or PIN to Card Services. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days once all the required forms and/or documents have been received and confirmed by us, and may require a police investigation.

Replacement Card:

72. If the Card is lost, stolen or damaged, you can request a replacement in person at a Distributor or arrange for a replacement Card to be sent to you by calling Card Services. If you are abroad or if for any reason we or a Distributor are unable to provide a replacement Card, you may call Card Services and they may be able to arrange for funds, up to the available Balance on the Card, to be made available from various worldwide money transfer locations in place of a replacement Card.

Personal Information Consent:

73. By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by us and our 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. 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.

74. 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.

75. We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to Peoples Trust.

76. 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 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.

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

78. We and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada, the United States of America and the United Kingdom). 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.

79. We will use and rely on your Cardholder Information to issue and administer your Card and provide 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 Card Services at 1-877-465-0085) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information. You may communicate with us through our Card Services 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.

80. 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.

81. We and our service providers may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

82. You may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting Card Services (at 1-877-465-0085) and cancelling your Card and all related services from Peoples Trust. 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.

83. 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 a service provider to Peoples Trust), 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.

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

85. Our general personal information practices are described in our Privacy Policy, as amended from time to time (online: www.peoplestrust.com/legal/peoples-trust-privacy-policy/).

Our Liability:

86. Neither we, nor Card Services, nor the Distributor will be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or the failure of any merchant to honour the Card, the failure of an ATM machine to dispense cash or for any additional fees charged by the operator of ATM or point of sale terminals (for example when you withdraw currency from any ATM, the ATM operator may charge an additional fee for the service). We, Card Services and the Distributor are not responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from merchants through the use of the Card.

87. Neither we, nor Card Services, nor the Distributor will be liable for any action or failure to act of a merchant or a refusal by a merchant to honour the Card whether or not such failure or refusal is as a result of any error or malfunction of equipment used to effect an authorization of the Card. We will not be liable for any damage, loss or inconvenience you may incur if you are unable to use the Card as a result of any failure, error, malfunction or technical problem with or at our Distributor or with our or our service providers' systems or equipment, or with an ATM.

88. We will not be liable to you for any loss due to circumstances beyond our reasonable control or for any indirect or consequential losses if we fail to act on your instructions for any reasons.

89. Nothing will limit our liability to you for death or personal injury arising out of our gross negligence or our fraudulent misrepresentation or misstatement.

Disputes:

90. If you do not recognize a transaction on the Card, you must notify Card Services of your dispute immediately and in any event within sixty (60) days of the transaction date. We will request that you provide additional written information concerning any such transaction on our dispute form, which you can obtain on the Website, or by calling Card Services. The dispute form must be completed and returned to Card Services by fax or email within sixty (60) days of the date of the disputed transaction or you will have been deemed to have accepted such transaction.

If you identify an error in any transaction record, you must address such error with the applicable merchant or the ATM operator and contact Card Services as soon as possible (and in any event within sixty (60) days of the transaction date). 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 the Card, whether with regard to quality,

safety, legality, or any other aspect of your purchase.

Queries and Complaints:

91. If you have any queries regarding the Card, please refer to the Website.

92. If you have any further queries, are dissatisfied with the standard of service, or you think we have made a mistake in operating the Card, please first attempt to resolve your query or complaint by contacting Card Services. Card Services can be contacted using the 'Contact details' section of the easy guide and will try to resolve any problems as quickly as possible and in accordance with the complaints procedure, which can be found on the Website, or is available on request. If Card Services are unable to resolve the query or complaint to your satisfaction, please call our complaint officer on 1-855-694-6214. We will do our best to resolve your query or complaint. If for some reason we are unable to resolve the issue to your satisfaction, you may refer your query or complaint to the Ombudsman for Banking Services and Investments on 1-888-451-4519 for resolution.

93. You may also communicate the complaint or inquiry to:

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

Our complaints policy can be found online at www.peoplestrust.com/about-us/resolving-your-concerns.

Suspension:

94. We may suspend or cancel the Card if you exceed any of the limits set out in the Limits table in the Information Disclosure Summary, if you use the Card for any illegal purpose, if you fail to comply with the terms of this Agreement or we notice suspicious activities. If access is denied or the Card is cancelled or suspended, you should contact Card Services for more information. If we do suspend the Card, we will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.

Termination:

95. The Agreement shall terminate in the event of: (i) the later of either the expiry of the Card (including any replacement Card) or the expiry of any Additional Card; (ii) an event occurring under paragraphs 96 or 97.

96. You may at any time terminate this Agreement by calling Card Services and any Balance on the Card should be paid in accordance with paragraph 51. We may terminate this Agreement at any time. We, or, where applicable, our Distributor or Card Services shall reimburse you any outstanding Balance remaining on the Card less

outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

97. We may ask for the return of the Card (including any Additional Card) and end this Agreement, with or without notice, if you materially breach any of these terms and conditions.

Entire Agreement:

98. This sets out the entire agreement between the parties with respect to the use of the Card. This Agreement replaces all prior agreements and understandings between the parties with respect to the Card.

Amendment:

99. Subject to the provisions of paragraph 100 hereof, we may amend this Agreement, including all fees, at any time. The latest version of the Agreement shall be available on the Website. If required by law, we will give you written notice of the change prior to the effective date of the change. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such situation arises, then you will be given notice as soon as reasonably possible in the circumstances. If you do not agree to any change to the Agreement, you agree to immediately stop using the Card and notify Card Services that you are terminating the Agreement. You may request a cash out of your balance by calling Card Services. You will not be charged for this cash out.

Notice:

100. We may effect notice to you specifically by regular mail postage prepaid to the address provided by you or to your last email address provided. You are responsible for informing us of any change in your mailing or email address and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail. The fees that we charge in relationship to your use of the Card and associated services are listed in the Fees table in the Information Disclosure Summary. Please note that we may change the fees from time to time. As required by Applicable Law, we will effect notice of any increase or introduction of new fees associated with the Card by providing you notice: (i) on the Website sixty (60) days before the effective date of such change; and (ii) written or email notice thirty (30) days before the effective date of such change to the most recent address provided. The change will take effect on the date indicated in the notice.

101. You may notify us by sending notice to Card Services at the Website (other than notification of a lost or stolen Card, queries regarding transactions on your account or

balance inquiries, PIN assistance, guidance setting up the Card account online, help with forgotten username and/or passwords and Card and account activations, which may only be done by calling Card Services). Notice will be deemed to be received on the date of delivery of notice to Card Services and the next business day after electronic mail.

Governing Laws:

102. The Agreement will be subject to the laws of the province of British Columbia and Canada applicable therein. The courts of British Columbia will have jurisdiction in respect of any dispute arising under the Agreement.

Disclaimer:

103. While every effort will be made to ensure all information sources provide correct information relating to the Card and the Balance, we rely on many information sources, some of which are outside our control, and we will not be held liable or responsible for the accuracy of information from such sources.

Assignment:

104. We may assign our rights and obligations under this Agreement without your consent to any third party, subject to such third party assuming full responsibility to you for our obligations under this Agreement.

Severability:

105. 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 shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

Third Party Rights:

106. For the avoidance of doubt, nothing in the Agreement will confer on any third party any benefit or the right to enforce any terms of the Agreement.

Contact Information:

107. If you have questions or concerns regarding the Card or the Agreement, you may visit the Website, call Card Services on 1-877-465-0085 from Canada, or write to Card Services, Access House, Cygnet Road, Peterborough, PE7 8FJ, United Kingdom.

Effective date: 11 October 2016