



Spendsafe

Cardholder Agreement

Spendsafe Mastercard* Reloadable Prepaid Card Cardholder Agreement

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

This Agreement applies to your use of the Card. By activating and/or using the Card, you agree to these terms and conditions and the fees outlined below for yourself, and you assume all rights and obligations for any Supplementary 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 Supplementary Cardholder as a condition of their usage of a Card, the Supplementary 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 under license by Mastercard International Incorporated.

Card information and balance: For up-to-date Card terms and conditions, to obtain the expiry date of your Card, if you have questions regarding the Card Balance, or to log a complaint, you may call customer service at 1-833-403-7233 or login to your Spendsafe App.

Card restrictions:

- 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. Supplementary Cardholders must be Canadian residents between six (6) to seventeen (17) years of age but less than the federal age of majority which is eighteen (18) years of age.
- The Primary Cardholder may only request Cards for Supplementary Cardholders who reside at the same address as the Primary Cardholder. Each Primary Cardholder and Supplementary Cardholder is restricted to one Card, and the maximum number of Supplementary Cardholders permitted is three (3) Supplementary Cards. You may not resell the Card.
- The Primary Card is not authorized to perform any transactions, either in-person or online, with merchants.
- Only Supplementary Cardholders may be issued physical Cards.
- When a Supplementary Cardholder reaches the age of majority as defined above, the Supplementary Cardholder's Card will be terminated.
- Primary Cardholders must be linked to an active and registered to at least one Supplementary Cardholder, a Supplementary Card cannot exist without a Primary Cardholder linked to it. Once all Supplementary Cards have been closed, the Primary Cardholder's account will also be deemed closed on the same date as the final Supplementary Cardholders' account closure.
- Upon termination of a Supplementary Card, all funds will be transferred back to the Primary Cardholder's Card.
- Card is reloadable. You may not add funds via wire transfer.
- Use of the Card in certain countries may be restricted by law.
- The Card is not accepted at all merchants (See section "The Card" for details).
- The Card cannot be used for pay-at-the-pump transactions.
- 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 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.

- Card is not available to residents in the Province of Quebec
- 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 a notice on www.spendsafe.ca and Spendsafe App 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.

Limits	Primary Card Limit	Limits per Supplementary Card (max 3 active cards)
Maximum Card Balance	\$3000.00	\$1000.00
Minimum Load to Card	\$10.00	N/A
Maximum Daily Load to Card	\$1000.00	N/A
Maximum Daily Transfer Limits	\$1000.00	\$1000.00
Maximum Daily Spend at Point-of-Sale	\$1000.00	\$1000.00
Maximum ATM Withdrawals	\$100 per month	\$100.00 per month

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, contact customer service at **1-833-403-7233** for information on how to receive a replacement Card.

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.

Fees¹	Primary Card Fees	Supplementary fees per card (max 3 active cards)
² Monthly membership fee Your first fee is posted on the first day of the month following your card activation (max 3 active cards).	\$8.99	N/A
One time activation fee (Fee waived for the 1st child, charged per 2nd and 3rd child activation)	\$5.99	N/A
Load Funds	No fee	N/A
Transfer Funds to Source of Funds	No Fee	N/A
Point-of-Sale Transactions	Unlimited	Unlimited
Card-to-Card Transfers	Unlimited	Unlimited
ATM Withdrawals	No fee	No Fee
Card Replacement (damaged, lost or stolen)	\$9.99 (Per Supplementary Card) *First replacement card for each supplementary card fee waived	N/A
Foreign Exchange Fee ³	2.5% per transaction	2.5% per transaction
Inactivity Fee	\$2.50 per Supplementary Card at 6 months of inactivity	N/A

¹ Subject to change. See terms and conditions below for details.

² This fee is charged to the Primary Cardholders original method of payment on file. The original payment method should be active and has sufficient funds for the charge to be processed successfully.

³ More information about this fee is included in the "Transaction Made in Foreign Currencies" section of this Agreement.

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

Lost or stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If you lose the Card or your Card has been stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use the Card without your authorization, you must call customer service immediately at 1-833-403-7233. 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 it by calling the IVR at 1-833-403-7233. When setting up a new PIN, avoid PIN combinations that may be easily guessed by others. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call the IVR and follow the steps to reveal your PIN. 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 your Card is insufficient to cover the full Transaction Amount, you may request the merchant to conduct a split tender transaction, which is where you use the Card as partial payment of the Transaction Amount and then pay the remainder of the amount 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 swiping your Card, your Card may be declined. Some merchants may require payment for the remaining Balance in cash. Merchants do not have to and may not agree to accept split tender transactions.

Key Cardholder Responsibilities under this Agreement:

- **You must take all reasonable steps to protect the Card and PIN against loss, theft, or unauthorized use. If you lose the Card (or PIN), the parent or the child must lock the card first, and proceed to call customer service immediately.**
- **You must activate the card and select a new PIN and IVR passcode by calling the IVR 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, App and Availability', below.**

Definitions:

- **'Agreement'** means this Spendsafe Mastercard Reloadable Prepaid Card Cardholder Agreement between Peoples Trust and the Primary Cardholder and the Supplementary Cardholder and all documents that are expressly referred to in this Agreement, which govern your use of the Card, as amended from time to time.
- **'Amendment'** refers to any change to a term or condition of this Agreement or the addition of a new term or condition.
- **'Applicable Law'** means, in relation to any person, property, transaction or event, all applicable provisions of (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority; and (d) any bylaw, operating rule or regulation of Mastercard, in each case applicable to or binding upon such person, property, transaction or event.
- **'Balance'** means the total amount of available funds on the Card.
- **'Card'** "refers to both of the physical and digital versions of the Spendsafe Mastercard Reloadable Prepaid Card activated, received, or used by the Primary Cardholder or Supplementary Cardholder.

‘Cardholder’ means you or any other person who has received, activated, or used the Card.

‘Governmental Authority’ means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies, a Minister of the Crown, the Office the Superintendent of Financial Institutions or other comparable authority or agency.

‘PCI DSS’ means a multifaceted security standard defined by the 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.

‘PIN’ means a Personal Identification Number used with your Card for POS transactions for additional security.

‘IVR’ means interactive telephone voice response system connected to our customer service centre.

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

‘Primary Card’ means the virtual Card issued to the Primary Cardholder.

‘Primary Cardholder’ means you, the individual who opens a Spendsafe Mastercard Reloadable Prepaid account to whom Card is issued and is responsible for all Cards issued in connection with the Spendsafe Account, including Cards issued to Supplementary Cardholder(s). It is a parent or guardian that consents to this Agreement on behalf of a Supplementary Cardholder.

‘Spendsafe Account’ means the Spendsafe digital account in connection with which the Card is made available and provided to you and the Supplementary Cardholder.

‘Spendsafe App’ means the Spendsafe mobile device application providing a consumer interface to your Spendsafe Account, as offered and made available by Spendsafe in accordance with the Spendsafe Account agreement and Cardholder Agreement.

‘Supplementary Card’ means the physical Card issued to or used by the Supplementary Cardholder.

‘Supplementary Cardholder’ means any individual of the age six (6) to fourteen (14) or older but less than the age of majority as defined by the laws in the province or territory where they reside, to whom we have issued a Card at the Primary Cardholder’s request.

‘Transaction Amount’ is the amount that is debited from the Balance in connection with the Supplementary 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.

‘Mastercard’ means Mastercard International Incorporated and its affiliates, successors and assigns.

‘Mastercard Conversion Rate’ means the rate we pay to Mastercard to convert foreign currency to Canadian currency plus the Foreign Exchange Charge.

‘we,’ ‘us,’ and ‘our’ mean Peoples Trust and our assignees.

‘Website’ means spendsafe.com.

‘you,’ ‘your,’ and ‘yours’ mean the Primary Cardholder, the Supplementary Cardholder’s parent or guardian that consents to this Agreement on behalf of a Supplementary Cardholder, and any other person you allow to use the Card, whether or not permitted by the Agreement.

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

The Card: The Card is a Mastercard Reloadable Prepaid Card that can only be used at Spendsafe approved merchants anywhere that Mastercard is accepted, including mail order, online, telephone and POS retail merchants, subject to the terms of this Agreement.

Activating the Card: The Card cannot be used for any purpose until it has been activated in accordance with the instructions on the activation sticker. To activate your Card you must make an in-store purchase by inserting your card and entering in your new PIN. A purchase of under \$25 is recommended. This is only required after the initial PIN setup or subsequent PIN changes. You will be able to tap to pay for your next purchase.

Supplementary Cardholders: The Primary Cardholder may request the issuance of a Card in connection with the Spendsafe Account to a Supplementary Cardholder. The maximum number of Supplementary Cards at any time is three (3) Supplementary Cards. The Primary Cardholder is solely responsible for the use of each Card issued in connection with the Primary Cardholder's Spendsafe Account according to this Agreement. All rights, obligations, and liabilities of Supplementary Cardholders are the Primary Cardholder's responsibility, including but not limited to responsibility for any negative balance however arising. We may process transactions and accept instructions initiated by a Supplementary Cardholder, acting alone, in any fashion permitted under this Agreement. The Primary Cardholder will be bound by the instruction and transactions as if given or approved by the Supplementary Cardholder. **YOU, THE PRIMARY CARDHOLDER, AGREE THAT YOU SHALL NOT CLAIM AGAINST US FOR ANY LOSS ARISING OUT OF THE OPERATION OF A SUPPLEMENTARY CARDHOLDER'S ACCOUNT AND THAT WE ARE NOT RESPONSIBLE FOR THE CONDUCT OF A SUPPLEMENTARY CARDHOLDER.** The Primary Cardholder knowingly accepts the risk that a Supplementary Cardholder's transactions or otherwise may be your liability, including any fees for transactions where there are insufficient funds. The Primary Cardholder is solely responsible for ensuring that sufficient funds are loaded on the Supplementary Card to cover their transactions.

Ownership and Use of the Card: To use the Card, simply present the Card at the time of payment and enter your PIN (if applicable) or sign the receipt if requested by the merchant (if applicable).

The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. The Card is, and will remain, our property; resale of the Card is not permitted. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card. Neither the Card nor the Balance is a deposit account. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card but are strictly limited to the right to use the Card, in accordance with this Agreement, as payment for goods and services from merchants who accept Mastercard. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. If you use the Card for card-not-present transactions (for example, transactions performed by Internet, mail or phone), the legal effect is the same as if you used the physical Card. The Card can be used without a PIN to make purchases online. You should retain the receipt as a record of the transaction.

Dormancy Notice: If a Supplementary Card is inactive for 6 months, such as no POS transactions or transfers, an inactivity fee of \$2.50 will apply to the Primary Card. After 12 months of inactivity, the corresponding inactive card will be considered dormant, and the Supplementary Card will be automatically deactivated. All remaining funds will be transferred to the Primary Cardholder for withdrawal, and the Supplementary Cardholder Account will be closed.

Spendsafe will notify the Supplementary Cardholder via the Spendsafe's app 30 days prior to reaching dormancy, informing them to complete a transaction to keep the Card active. If the Supplementary Cardholder fails to complete a transaction before reaching dormancy, Spendsafe will proceed with the automatic transfer of funds to the Primary Card. The Primary Cardholder will also receive a notification 30 days before the Supplementary Card reaches dormancy. This is a reminder that the Supplementary Cardholder must complete a transaction prior to reaching dormancy. Where the Supplementary Card that is becoming dormant is the only Supplementary Card linked to the Primary Card, a second notification will be sent to the Primary Cardholder to remind them to update their email address in case that Supplementary Card reaches dormancy.

In such case, funds on the Secondary Card will be transferred to the Primary Card as set out in this section, and all remaining funds on the Primary Card will be automatically transferred via Visa Direct to the provided email address on file. Once this transfer is complete, both the Primary and Secondary Cards will be cancelled and the Primary Cardholder's account terminated.

In the event that the Primary Cardholder establishes a Spendsafe Account but fails to add a Supplementary Cardholder, this situation will immediately be considered dormant. The requirement to onboard a Supplementary Cardholder is fundamental for the effective utilization of the Spendsafe App and its associated services.

In this circumstance, the Primary Card will be subject to termination due to failure to link a Supplementary Cardholder. A notification will be sent within 45 days to the associated email address on file, informing the Primary Cardholder of the necessity to onboard a Supplementary Cardholder; failure to do so will result in the immediate termination of the Spendsafe Account, and any remaining balance will be sent to the Primary Cardholder via Visa Direct.

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 only to you. 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 requires that you sign a sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card.

You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any 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.

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.

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. A hold is typically removed within thirty (30) days depending on the type of merchant.

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

Loading Funds: The Card is reloadable. The Primary Cardholder adds funds to the Primary Card using the Spendsafe App. Only The Primary Cardholder can transfer funds from the digital account to the Spendsafe Mastercard Reloadable Prepaid Card.

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, log in to the Spendsafe App. You may sign up for optional email alerts via the app.

1-833-403-7235 or log in to the Spendsafe App.

The 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.

If there is no activity on the Card for three hundred sixty five (365) consecutive days, the card will become deactivated and unable to process any future transactions. All Supplementary Cardholder funds should be transferred to the Primary Cardholder as the Card is no longer active.

In the event that there is not a sufficient Balance on the Primary Card to pay monthly maintenance fees, we may deactivate the Primary and Supplementary Cards without notice. Monthly fee is not charged to the Primary Card but to the Primary Cardholders default payment method on file.

Transactions Made in Foreign Currencies: We convert transactions made in a foreign currency to Canadian dollars using the Mastercard Conversion Rate in effect on the day the transaction is posted to your Card. The Mastercard 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 your Card, the Mastercard Conversion Rate used to convert your refund to Canadian dollars for the Card is the rate that we pay to Mastercard minus the Foreign Exchange Charge. Additionally, the rate that we pay to Mastercard may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount credited to your Card for a refund of a foreign currency transaction will, in most cases, be less than the amount originally charged to the Card for that transaction.

Protection Against Loss, Theft, or Unauthorized Use: If your Card is lost or stolen, log into the Spendsafe App, lock your Card immediately and then call customer service at **1-833-403-7233**. You will be asked to provide us with your name, the Card number, the expiry date, and the original Card value and transaction history. We cannot reissue a Card if you do not have your Card number. If you lose the Card, someone might be able to use the Balance on the Card. We will refund any remaining Balance after we have processed all transactions completed before we have an opportunity to act on your information. A replacement Card with any remaining Balance (less our fees as stated in the table marked 'Fees') will be issued within five (5) to ten (10) business days after you report the Card lost or stolen to ensure that all transactions have been processed properly. We will have a customer service representative or automated voice response service available seven (7) days a week, twenty-four (24) hours a day, allowing immediate cancellation of the Card upon request. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.

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.

The Mastercard Zero Liability Policy applies to purchases made in-store, via telephone, online, or from a mobile device. As a cardholder, you will not be held responsible for unauthorized transactions if:

- (i) you have exercised reasonable care in protecting the Card and PIN (Personal Identification Number) from loss or theft, and
- (ii) you promptly reported the loss or theft of the Card or PIN to us.

If these conditions are not met you will be liable for all unauthorized transactions completed before you reported the loss or theft of the Card or PIN to us. 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.

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 new terms or conditions to this Agreement, including increasing or adding new fees.

As required by Applicable Law, a notice of any Amendments will be sent to you at the most recent mailing or 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 written notice drawn up clearly and legibly, 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 on the Website and App 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 mailing or email address by contacting customer service at 1-833-403-7233 or by updating your profile in the App and checking the Website and App 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.

You may notify us by sending a notice to us on 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 notice delivery to us.

Cancellation: We may terminate this Agreement at any time, with or without cause. You may at any time terminate this Agreement and cancel your Card by calling **1-833-403-7233**. Upon Agreement cancellation, your Card will also be cancelled, and you should destroy it immediately. Once the Card is cancelled, a **Visa Direct transfer** for any remaining Balance, less any outstanding fees and pre-authorized amounts, will be sent to you within thirty (30) days from the cancellation date to the email address of the Primary Cardholder on the Spendsafe App. Despite any termination of this Agreement, you must fulfill your obligations under this Agreement.

Transaction Dispute: If you believe a transaction on your Card account is incorrect, you must notify us in writing either by email at info@spendsafe.ca, of your dispute within sixty (60) days of the transaction date. Following your notification, a form will need to be completed and sent to our customer service team within 90 days of the transaction date through any of the following methods: email info@spendsafe.ca. You can obtain a dispute form by calling **1-833-403-7233** and following the prompts. Please note that this form must be received within 90 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. We are not responsible for the delivery, quality, safety, legality or any other aspect of any goods or services you purchase with your Card. If there is any dispute in regard to the purchase of goods or services you made using the Card, you agree to settle such disputes with the merchant from whom any such goods or services were purchased. Please ask the merchant for any return policy that may apply to purchases made with the Card. 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: To the extent permitted by Applicable Law, you agree that any claim or dispute arising out of or relating to this Agreement (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 **1-833-403-7233**. 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.peoplestrust.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.peoplestrust.com/en/about-us/resolving-your-concerns/>.

Personal Information Consent: By applying for, accepting and/or being granted 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 such 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.

Collecting Your Personal Information: 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.

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

Using Your Personal Information: 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/money laundering 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. We will disclose your Cardholder Information to our service providers to assist us in providing services to you and related services to us.

Our service providers and we 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 might differ from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies, and security authorities can 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 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 1-833-403-7233 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 calls (including by pre-recorded or artificial voice messages and automatic telephone dialing 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 for audit-related purposes to ensure you are receiving the best possible customer service.

Other Uses of Your Personal Information: In addition to the above, if you consent to other third parties 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.

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

Your Right to Access Your Personal Information: You may obtain access to the Cardholder Information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder

Information and to cancel your Card and all related services from us, contact Customer Service (at **1-833-403-7233**). 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, all as required or permitted by Applicable Law.

Peoples Trust's Privacy Policies: Our general personal information practices are described in our privacy policy, as amended from time to time, available online at:

<http://www.peoplestrust.com/en/legal/privacy-security/privacy/>.

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 heirs, executors, administrators, representatives, successors 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 IN Québec OR 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 ANY Governmental Authority, national emergencies, PANDEMIC, EPIDEMIC, PUBLIC HEALTH EMERGENCY, COMMUNICABLE

DISEASE OUTBREAK, 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, App and Availability: Although considerable effort is made to ensure that our Website, App and other operational and communications channels are 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, App 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 computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website, App and its use. **You will not violate any** laws, interfere with 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 App and 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; Submission to Jurisdiction: The parties agree that any claim or action brought according 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.

Severability: If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of the court or regulatory authority, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been included in this Agreement.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at . You may also reach Peoples Trust Company at 1-855-694-6214 or write to: 888 Dunsmuir St #1400, Vancouver, BC V6C 3K4 Canada.

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