Promotional Prepaid Card Cardholder Agreement

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

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

The following terms and conditions govern your use of the Promotional Prepaid Card. By using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.

Card Issuer: This Card is issued by Peoples Trust Company.

Mailing Address: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1

Card Information: For up-to-date terms and conditions, to obtain the activation date, balance, terms and conditions or card information visit **www.getmybalance.com** or call toll-free **1-833-558-1108.**

Split Tender Transaction: If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method. Merchants do not have to and may not agree to split tender transactions.

Card Restrictions: You must be of age of majority in the province of territory where you purchase the Card. Card can be used only to purchase goods and services at authorized Merchants. This Card is not reloadable, not refundable or redeemable for cash, and may not be used at ATMs. You may not use your Card to commit or facilitate illegal, improper or prohibited activity. 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. The Card may be deactivated at any time if fraud is suspected. In addition, the funds on your Card may not be available for use for the first twenty-four (24) hours after purchase. The Card is not eligible for protection under any Zero Liability policy. Card is not, except as set out herein, refundable in whole or in part; The Card cannot be used for recurring or any other pre-authorized payments (e.g. pay-at-the-pump, where the final total is unknown and a set amount is pre-authorized on your Card in advance), or for payments on a credit account, or for any illegal transaction.

Your ability to make purchases with the Card will end on the earlier of 12:00 midnight, Central Time, on the expiration date; when the Card balance reaches zero; or if and when we terminate the Card program.

Fees	
Maximum Card Balance	$500.00

Expiration Date: The Card will expire at 12:00 midnight, Central Time, on the expiration date identified on the back of the Card, which will be a designated period after the activation date. For the specific expiration date and activation date visit **www.getmybalance.com** or call **1-833-558-1108.** On and after the expiration date, you will not be able to use the Card, you will lose all rights in or to the Card, and all rights to the underlying funds will remain or revert to the Distributor.

Replacement Card Fee at Expiration: To replace a Card after the Card Plastic Valid Thru date.	There is no additional cost to obtain a replacement Card due to expiration.

Card funds are not insured by the Canada Deposit Insurance Corporation (CDIC) or the Deposit Insurance Corporation of Ontario (DICO)

Lost or stolen Card: You agree to protect your Card against loss, theft, or unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen, it will not be replaced.

Key Cardholder Responsibilities under this Agreement:

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

Definitions

- **'Agreement'** means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card.
- **'Amendment'** refers to any change to a term or condition of this Agreement or to 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;
- **'Balance'** means the value of the remaining funds on the Card.
- **'Card'** and "Prepaid Card' mean the physical prepaid card, or, in lieu of the physical prepaid card, a virtual prepaid card, purchased, activated, received or used by the Cardholder.
- **'Cardholder'** means you or any other person who has received, activated, or used the Card.
- **'Distributor'** means each distribution agent and retail outlet that offers the Cards for sale to consumers. A Distributor is not an agent, mandatory or representative of Peoples Trust Company.
- **'Governmental Authority'** means the government of Canada or of 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 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 Company'** means Peoples Trust Company and its affiliates, successors, and assigns.
- **'POS'** means point of sale, where you can use the Card to purchase goods or services from a merchant.
- **'Merchant'** means a retail establishment that is authorized to accept the Card.
- **'Transaction Amount'** means the amount that is debited from the Balance in connection with your use of the Card.
- **'we', 'us', 'our'** means Peoples Trust Company and our assignees.
- **'Website'** means **www.getmybalance.com**
- **'you', 'your', and 'yours'**, each means the Cardholder.

The Prepaid Card: This Promotional Prepaid Card, for which you paid no funds, is the property of Peoples Trust Company and is subject to the terms of this Agreement. The funds, if any, associated with the Card are provided and owned by the Distributor. 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 Balance. 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. Neither the Card nor the Balance is a deposit account. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding Balance of available funds 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 authorized Merchants.

Available Balance: Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

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

Recovery From Loss, Theft, Or Unauthorized Use: You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution. You will be asked to provide us with your name, the Card number, and the original Card value and transaction history. We cannot re-issue a Card if you do not have your Card number. If our records show that a Balance still remains on the Card, we will cancel the Card and make such available Balance amounts available to you on a re-issued Card. It may take up to thirty (30) days to process your re-issuance request.

Limitations On Use: If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card-not-present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this

Agreement. For information about the Distributor and Merchants, please visit the Website.

Ownership And Use Of The Card: The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. 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. To use the Card, simply present the Card at the time of payment. You may wish to retain the receipt as a record of the transaction. 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. 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.

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

Information About Balance: You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at **1-833-558-1108**, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us via the toll-free phone number or mailing address located at the top of this agreement immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days. Your Card Balance will reflect all transactions that have been posted to our system.

We promise that the Cardholder may make purchases with the Card up to the available Balance amount in accordance with this Agreement, subject to any fees payable to the us under this Agreement. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

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.

Website And Availability: You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall 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.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

Purchase Disputes And Refunds: If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us via the toll-free phone number or mailing address located at the top of this agreement immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to

a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

Notification and change of terms: Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement, except that we will never add any new fees to your Card or increase any existing fees. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. You are responsible for checking our Website for such notifications. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify Peoples Trust Company that you are terminating this Agreement. 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 a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

Arbitration (not applicable to residents of Quebec): 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 **1-833-558-1108.** If customer service is unable to resolve the complaint or inquiry to your satisfaction, please contact us at **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 concern to the Ombudsman for Banking Services and Investments at **1-888-451-4519** for resolution. If you have a concern regarding the 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

The Peoples Trust Company complaints policy can be found online at: **http://www.peoplestrust.com/en/about-us/resolving-your-concerns/**.

Your Limited Right to Cancel: If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card, before it is used, along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card by cheque mailed to your address. No refunds will be honoured unless (a) the Card is returned unused by mail post-marked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling **1-833-558-1108**. Requests for cancellation may take up to sixty (60) days to process.

Termination of Program: We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process. For inquiries concerning surrenders and redemptions, call **1-833-558-1108**.

Notice of Data Protection and Privacy Policy: Peoples Trust Company may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Distributor, such as your name and/or address, (ii) provided by you contacting our customer services, and (iii) about purchases you made with the Card, such as the date of the purchase, category of purchase and the amount and the place of purchase. We may also obtain information from providers of identity verification data and demographic information. You may communicate with us through our customer service toll-free number or the Website with regards to requests to access or rectify 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 rectification 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 rectified, where necessary. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information unless otherwise specifically disclosed or agreed to by you. We also maintain physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information (including the transfer of your information to individuals or organizations in the United States) to process Card transactions, to provide customer service, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we and/or our Distributor may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. Peoples Trust Company may provide information about you and your participation in the program to the Distributor. Peoples Trust Company may provide certain Cardholder Information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas.

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, Peoples Trust Company 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.

Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and, therefore, cancel the Card, you must communicate with our customer service and request we cancel the Card and discontinue any further use of your personal information.

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

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

Disclaimer of Warranties: Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied, regarding any subject matter of this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Limitation of Liability: Except as expressly required by this Agreement or Applicable Law, we will not be liable to you for performing or failing to perform any obligation under this Agreement unless we have acted in bad faith. Without limiting the foregoing, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, insurrection, war, riots, failure of merchants to honour the card, 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.

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.

Website and Availability: You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall 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.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

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

FOR RESIDENTS OF QUÉBEC ONLY: The parties attorn to the jurisdiction of Québec and this Agreement will be construed in accordance with and governed by the laws of the province of Québec and the laws of Canada applicable therein.

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.

Section Headings: Section headings in this Agreement are for reference only, and shall 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 court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall 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 for Prepaid Cards at **1-833-558-1108** or write to: Prepaid Card customer service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or terms and conditions of this Agreement, please visit: **www.getmybalance.com.**

Effective date: July 2022